CITY OF ROSEVILLE CALIFORNIA

AGENDA

December 16, 2020

CITY COUNCIL
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us/CORTV

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353
Email: publiccomment@roseville.ca.us

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be addressed to the chair of the meeting.

Public Comment - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

Consent Calendar - If applicable, the Consent Calendar consists of routine items that may be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

Agenda Items - Speakers have five minutes to address items that are listed on the agenda.

Americans with Disabilities Act - Notify the City Clerk or Secretary at least 72 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution - Police Chief James Maccoun

Commend Police Chief James Maccoun for his 38 years of outstanding service and dedication to the law enforcement profession and the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

5.2. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. On Call Engineering and Surveying Consulting Services - Contract Purchase Agreement Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-502 APPROVING AMENDMENT 1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EKI ENVIRONMENT & WATER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000298). This item is to request City Council's approval of a Contract Purchase Agreement Amendment 1 with EKI Environment & Water, Inc. for on call engineering and surveying consulting services in the amount of $10,000 for a revised total agreement amount of $33,300. The services under this agreement will be paid from the Water Rehabilitation Fund.

CC #: 1190

File #: 0800-04

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.2. Library Self Check Upgrade - Sole Source Contract Purchase Agreement

Memo from Recreation & Libraries Supervisor Chris Rohde and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-482 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000980). Staff recommends the City Council approve a sole source contract purchase agreement with Bibliotheca, LLC for the purchase of eleven (11) Windows 10 personal computer upgrade kits for the City Library self-check kiosks. The total cost is estimated at $25,000 for the upgrade kits and is funded by the approved Parks, Recreation & Libraries Department's FY2020-21 budget for $3,000 and the FY2020-21 General Equipment Replacement Fund for $22,000.

CC #: 1169

File #: 0203-10

CONTACT: Chris Rohde 916-746-1216 crohde@roseville.ca.us

7.3. Courtyard Garden Education Makeover Project (RFP 08-070) - Contract Purchase Agreement

Memo from Water Conservation Administrator Bobby Alvarez and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-480 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NEW IMAGE LANDSCAPE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000918). Staff recommends Council approve a contract purchase agreement with New Image Landscape Company for landscape installation and construction in association with the Courtyard Garden Education Makeover project located between the Roseville Utility Exploration Center/Martha Riley Library and the Sports Center on Pleasant Grove Boulevard. Total estimated cost for the construction portion of the project will not exceed $72,414. The costs will cover a highly efficient irrigation system, shade structure, benches, permeable pathways, demonstration garden landscaping, construction, permits, inspections, construction administration and six months of landscape establishment maintenance. Funding is included in the FY2020-21 Courtyard Garden Education Makeover project in the Water Operations Fund.

CC #: 1166

File #: 0203-09

CONTACT: Bobby Alvarez 916-746-1710 balvarez@roseville.ca.us

7.4. Pleasant Grove #2 Substation Expansion Civil Construction - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Power Engineer Josh Campbell and Electric Utility Director

Michelle Bertolino recommending the City Council approve the plans and specifications and authorize staff to advertise the Pleasant Grove #2 Substation Expansion Civil Construction project and call for bids. The estimated total project cost is $200,000. Funding is included in the Electric Department's Pleasant Grove #2 Substation Expansion capital improvement project budget.

CC #: 1183

File #: 0900-03

CONTACT: Josh Campbell 916-774-5698 jcampbell@roseville.ca.us

7.5. Mobile Phone Purchases and Wireless Service Contract

Memo from Information Technology Client Services Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-503 APPROVING AN AGREEMENT FOR CELLULAR VOICE AND WIRELESS DATA SERVICES, A NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA) FORM, A STATE OF CALIFORNIA STD 20 FORM, AND AUTHORIZATION TO ORDER (ATO) FORM, BY AND BETWEEN THE CITY OF ROSEVILLE AND CELLCO PARTNERSHIP DBA VERIZON WIRELESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the use of the State of California CALNET Cellular Voice and Wireless Data Services contract #C4-CVD-19-001-03 with Cellco Partnership dba Verizon Wireless for Citywide wireless voice and cellular services. Staff also requests authority for the City Manager to sign any additional documents, if needed, to effectuate the contract. Staff is also requesting authorization to continue renewing the contract without further Council approval until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. The estimated annual spending is $560,000. Funding is included in individual departmental budgets.

CC #: 1192

File #: 0203-05

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

7.6. Vehicle and Equipment Purchases - Purchase Orders

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Winner Chevrolet, Inc. for seven Chevrolet Bolt electric vehicles (EV) utilizing RFQ 10-3276 in the amount of $206,321; and approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for five Ford F150 trucks utilizing RFQ 10-3277 in the amount of $143,052; and approve a purchase order to Altec Industries, Inc. for one Altec DB41B backyard digger derrick utilizing Sourcewell contract #012418-ALT in the amount of $220,838; and approve a purchase order to Pape DW Inc. dba Ditch Witch West for one Ditch Witch HX50 vacuum excavator utilizing Sourcewell contract #012418-CMW in the amount of $89,647; and approve a purchase order to Schwarze Industries, Inc. for one Schwarze A9 Monsoon sweeper utilizing Sourcewell contract #122017-SZW in the amount of $326,721. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget.

CC #: 1185

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Resolutions

7.7. Supplement to Aquifer Storage and Recovery Program Environmental Impact Report

Memo from Environmental Coordinator Terri Shirhall, Hydrogeologist Trevor Joseph, and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-489 CERTIFYING A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE AQUIFER STORAGE AND RECOVERY PROGRAM, APPROVE FINDINGS OF FACT, ISSUING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING A MITIGATION MONITORING PROGRAM AND APPROVING THE AQUIFER STORAGE AND RECOVERY MODIFIED PROJECT. Staff recommends the City Council adopt the attached resolution thereby certifying and approving the supplemental information (and accompanying documentation) to an Aquifer Storage and Recovery (ASR) Program Environmental Impact Report (EIR) originally prepared by the City in 2012. This supplemental EIR has been prepared to document proposed changes to future or new ASR well locations within the City. Due to the infeasibility of three of the originally proposed well sites proposed in 2012, and to maximize the benefits of the ASR Program, staff has identified six new potential well sites suitable for ASR operations, two of which are classified as “back up” sites should any of the preferred sites be precluded based on monitoring well data. These minor additions or changes, referred to in the Supplement to the ASR EIR as the “modified project,” are described in Chapter 2, Project Description of the Draft Supplemental EIR (Exhibit A). Other than the proposed new well locations, no other changes to the City’s ASR Program are proposed. Future well construction activities are funded by developers and programmed as part of the Capital Improvement project annual budget process. Consequently, no General Fund resources would be used for ASR Program implementation.

CC #: 1176

File #: 0400-06-01 & 0900-02

CONTACT: Trevor Joseph 916-517-2578 tjoseph@roseville.ca.us

7.8. Pleasant Grove Wastewater Treatment Plant, Energy Recovery Project - California Energy Commission Streamlining Grant Terms and Conditions Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUION NO. 20-504 APPROVING AN AMENDMENT TO THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approval of the California Energy Commission (CEC) Streamlining Grant Terms and Conditions Amendment for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project. The

CEC Grant Agreement for the award of $3,000,000 in grant funds for the Energy Recovery project was authorized by the City Council on July 17, 2019. There is no financial impact or change with the approval of this grant amendment as it is only related to terms and conditions of the grant.

CC #: 1193

File #: 0214 & 0800-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.9. Regional Water Authority Program Agreements – Major Projects Management Services Program and Water Resilience Program

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-493 APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-494 APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE WATER RESILIENCE PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item recommends that the City Council approve two Regional Water Authority (RWA) Subscription Program Agreements: (1) Major Projects Management Services Program; and, (2) Water Resilience Program that will be staffed by a new RWA staff position – Manager of Strategic Affairs, for the benefit of the region and funded by up to 10 RWA member agencies on a subscription basis. The total annual cost share for the City of Roseville is $39,812.50 and will be funded from the Water Operations Fund that receives water utility sales revenue.

CC #: 1180

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

7.10. HOUSING SUCCESSOR - Fiscal Year 2019-20 Annual Report of the Low and Moderate Income Housing Asset Fund

Memo from Management Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending the City Council acting as the Housing Successor adopt RESOLUTION NO. 20-496 APPROVING THE ANNUAL REPORT FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2019-20. In 2014, the Governor signed into law SB 341, requiring Housing Successor Agencies to produce an annual report of their housing activities, due to the Housing Successor's governing body by December 31st of each year.

CC #: 1182

File #: 0709-01

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

7.11. 2020 Citizens Benefit Trust Policy Manual Update and Year End Summary Report FY2019-20

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-500 APPROVING REVISIONS TO THE CITIZENS BENEFIT FUND POLICY MANUAL. Staff recommends City Council approve revisions to the Citizens Benefit Trust Policy Manual and accept, for informational purposes, the Citizens Benefit Trust and Roseville Employees Annual Charitable Hearts year-end summary report highlighting non-profit accomplishments for the grant funding cycle of FY2019-20. The policy manual and summary report have no impact on the General Fund.

CC #: 1188

File #: 0103-34-02

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.12. Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the Council adopt RESOLUTION NO. 20-488 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CITY OF ROSEVILLE SIERRA VISTA - FEDERICO/WESTPARK PHASE 1 EARL RUSH DRIVE & MARKET STREET PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact on the General Fund. Construction costs were paid by the developer.

CC #: 1175

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.13. Market Street Along Federico Village 4 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-486 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS MARKET STREET ALONG FEDERICO VILLAGE 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the

civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact on the General Fund. Construction costs were paid by the developer.

CC #: 1173

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.14. Golf Course Maintenance - Services Agreement Amendment

Memo from Parks, Recreation, & Libraries Superintendent Rob Nakamura and Parks, Recreation, & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-484 APPROVING THE THIRD AMENDMENT TO GOLF MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BRIGHTVIEW GOLF MAINTENANCE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City and Brightview Golf Maintenance, Inc. entered into a 5 year agreement on December 16, 2015 that allows for up to three (3) additional five (5) year terms for Brightview Golf Maintenance, Inc. to provide grounds maintenance at both Diamond Oaks Golf Course and Woodcreek Golf Club. This expense is offset by revenues generated at the golf course as part of the financial agreement with the City's golf operator. The total financial impact is $8,580,000 over the next five (5) years with a base bid of $1,462,713 annually. This contract allows for annual adjustments up to 5% and allows for extra work to be performed outside the base bid for capital improvements and emergency maintenance and repair work up to $100,000 annually. This five (5) year contract extension with Brightview Golf Maintenance, Inc. is budgeted in the Golf Course Fund.

CC #: 1171

File #: 0702

CONTACT: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

7.15. Pistachio Park - Notice of Completion

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-487 ACCEPTING THE PUBLIC WORK KNOWN AS THE PISTACHIO REGIONAL PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION," AND AUTHORIZING THE PARKS, RECREATION & LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Pistachio Regional Park project (formerly parksite F-56) and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project was funded with monies from West Roseville Citywide Park Fund. Construction of this first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, funding for initial maintenance costs will be shared between the Roseville Joint Union High School District and the City of Roseville until December 2024. Long-term costs for maintenance will be budgeted in the General Fund.

CC #: 1174

File #: 0704-01

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

7.16. Sierra Vista Village JM-20B - Phase 2 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-492 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-20B – PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1179

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

7.17. Financial Advisory Services - Professional Services Agreement Amendment

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-481 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILLTOP SECURITIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve the Third Amendment to Professional Services Agreement with Hilltop Securities Inc. for one additional year, expiring February 17, 2022. This Amendment provides continuity of their services in support of the Environmental Utilities Department's Water Infrastructure Finance and Innovation Act loan underwriting process, in addition to the community facility district and other financial support they provide to the Finance Department. An annual retainer of $75,000 is included in the Finance Department's approved FY2020-21 General Fund budget. The amendment also continues the current flat fee of $25,000 per bond issuance. These expenses are a component of what is called "bond issuance costs". Payment of bond issuance costs are typically contingent upon issuance of bonds and are routinely paid from bond proceeds, thus they are not an expense to the General Fund. The total dollar value of this component of the amendment will be dependent upon the number of bond issuances during the year.

CC #: 1168

File #: 0200

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.18. 2020 Residential Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-485 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2020 RESIDENTIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project resurfaced approximately 7 lane miles of various City streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporated minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The final construction cost was $647,047.76 and was fully funded with Highway Users Tax, SB-1 Road Maintenance and Rehabilitation, Roadway funds, and Citywide Park funds. No General Fund resources were used.

CC #: 1172

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

7.19. Golf Course Operations - Agreement Amendment

Memo from Parks, Recreation, & Libraries Superintendent Rob Nakamura and Parks, Recreation, & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-483 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SRI GOLF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City and SRI Golf, Inc. entered into a five (5) year agreement on June 15, 2016 that allows for up to three (3) additional five (5) year terms for SRI Golf, Inc. to provide the daily operations (Pro-Shop) and food/beverage services at both Diamond Oaks Golf Course and Woodcreek Golf Club. City revenues are generated through a fixed annual fee and percentages of revenues generated through golf rounds sold, cart rentals, and driving range sales to offset maintenance and operational expense. With the ongoing COVID-19 pandemic impacts, this amendment acknowledges that both parties agree to an opportunity to renegotiate compensation when such impacts are known and can be documented. This five (5) year contract extension with SRI Golf, Inc. is budgeted in the Golf Course Fund.

CC #: 1170

File #: 0702

CONTACT: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

7.20. Oak Ridge Drive Bridge Replacement Project - Joint Use Agreement

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-491 APPROVING A JOINT USE AGREEMENT FOR THE OAK RIDGE

DRIVE BRIDGE REPLACEMENT PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PACIFIC GAS AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Due to construction of the new Oak Ridge Drive Bridge, Pacific Gas and Electric had to relocate a 4-inch plastic gas distribution line that went under the creek, adjacent to the existing bridge, and would be in conflict with the new, larger bridge footings. The Joint Use Agreement modifies the existing easement so that the new gas line can be hung underneath the new bridge. The cost to relocate the gas line was $248,943. The Federal Highway Bridge Program fund will cover 100% of the cost. No General Fund resources were used for this work.

CC #: 1178

File #: 0900-04-02

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.21. Oak Ridge Drive Bridge Replacement Project - Temporary Construction Easement

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-490 APPROVING A TEMPORARY CONSTRUCTION EASEMENT FOR THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT. Staff requests approval of one additional temporary construction easement (TCE). The design engineer determined that an additional area of 334 square feet of parcel APN 470-070-053 would be impacted by the bridge construction. The total purchase price for the additional TCE is $1,000. The project is fully funded by the Federal Highway Bridge Program. No General Fund resources will be used on this project.

CC #: 1177

File #: 0900-04-02

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.22. Overall Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2021-2023

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-501 ADOPTING THE CITY OF ROSEVILLE'S OVERALL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL. Staff recommends Council approve the proposed Overall Disadvantaged Business Enterprise (DBE) Goal for City transportation programs receiving Federal Transit Administration (FTA) assistance for Federal Fiscal Year 2021-2023. The goal is 0.02% Federal Fiscal Year 2021 through 2023. FTA funds subject to the DBE goal include Coronavirus Aid, Relief, and Economic Security Act funding for transit operations of $2,679,013 and FTA Section 5310 grant funds of $96,000 for the regional Mobility Management Program.

CC #: 1189

File #: 0721

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

Ordinances (for introduction and first reading)

7.23. 2020 Speed Limit Update

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions are required to conduct and approve an engineering and traffic survey every five to ten years, or when there is a major change to a roadway. The cost of changing the speed limit signs is included in existing operating budgets.

CC #: 1173

File #: 0316-04

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

7.24. Electronic Document Management Software Replacement - Budget Adjustment

Memo from Information Technology Senior Business Systems Analyst Robin Bernhard and Chief Information Officer Hong Sae recommending the City Council adopt ORDINANCE NO. 6314 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended adjustment will increase the Electronic Document Management project which was approved on November 18, 2020 by $54,280 taking it from $230,000 to $284,280. The funding for this increase will come from available resources in the Information Technology Replacement Fund. This budget adjustment will not impact the General Fund.

CC #: 1167

File #: 0201-01 & 0203-06

CONTACT: Robin Bernhard 916-774-5127 rbernhard@roseville.ca.us

7.25. Washington Boulevard/Andora Bridge Widening Project Phase 1 – Mitigation Credit Agreements and Budget Adjustment

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-497 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WESTERVELT ECOLOGICAL SERVICES, LLC AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-498 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WILDLANDS, INC. AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt

ORDINANCE NO. 6315 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve an Agreement for Sale of Mitigation Credits for riparian habitat in the amount of $120,000, and an Agreement for Sale of Mitigation Credits in the amount of $15,400 as mitigation for effects to wetland habitat due to the construction of the Washington Andora Widening Project (Phase 1: Washington Blvd Bikeway and Pedestrian Pathways Project). Staff recommends approval of a budget adjustment in the amount of $135,400 to fund the purchase of the credits. Traffic Mitigation funds and Local Transportation funds will be used to purchase the mitigation credits. No General Fund resources are being used for this project.

CC #: 1185

File #: 0900-04-02

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Reports / Requests

7.26. Appointment of Youth Board Member and Youth Commissioners

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint Jenna Brashear as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2021; appoint Marian McDaniel as the Library Board Youth Member to a term ending December 31, 2021; appoint Leah Burnett as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2021; and appoint Ashlee Birdsong as the Transportation Commission Youth Commissioner to a term ending December 31, 2021.

CC #: 1191

File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

7.27. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council approve the citywide allocation schedule effective December 19, 2020. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff is recommending that the City Council approve the citywide position allocation schedule reflecting the addition of one Water Quality Lab Supervisor and 0.25 full-time equivalent Housing Technician I/II. The fiscal impact of $73,064 for the Water Quality Lab Supervisor and $12,395 for the Housing Technician I/II can be absorbed respectively in the Environmental Utilities and Economic Development departments fiscal year (FY) 2020-21 budget.

CC #: 1184

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

7.28. West Park Retail Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the West Park Retail parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will be creating 2 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1186

File #: 0400-04-12-01

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Ceremonial Documents

7.29. Resolution - Babette Owens

Commend Babette Owens for her 16 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her on her many accomplishments and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1194

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

7.30. Resolution - Lisa Souza

Commend Lisa Souza for her 26 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy and enjoyable retirement.

CC #: 1195

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. 290 Conference Center Drive - Purchase and Sale Agreement

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-499 APPROVING A PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND APRR MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT DEED AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council approve a Purchase and Sale Agreement between APRR Management, LLC, and the City for the sale of 290 Conference Center Drive in

the amount of $4,815,558. This action is pursuant to a finding that the disposition of the property for a private development is consistent with the North Central Roseville Specific Plan and is in the City's best interest. The proceeds from the sale of the property, totaling $4,815,558 less escrow fees and taxes, will be deposited into the City's Strategic Improvement Fund. No General Fund resources will be used as part of this project.

CC #: 1187

File #: 1003

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. 300 Taylor Street Demolition Project (RFQ 10-3270) – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Finance Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-495 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND G W DEMOLITION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000982). Staff recommends the approval of a purchase agreement with G W Demolition Inc. for the materials and labor to complete the demolition project at 300 Taylor Street. The total cost of the agreement is $69,477. Additionally, staff recommends authority for a 10% or $6,947.70 construction contingency for a grand total of $76,424.70. Funding is included in the FY2020-21 General Fund Rental Facilities - Renovation and Restoration capital improvement project.

CC #: 1165

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

9.2. Electric Utility Wildfire Mitigation Plan

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending the City Council accept the Electric Utility Wildfire Mitigation Plan consultant's report. The purpose of the Electric Utility Wildfire Mitigation Plan is to ensure the safety of the public and City employees with regard to utility operations in areas at risk of wildfires.

CC #: 1181

File #: 0800-03

CONTACT: Jason Grace 916-774-5643 jgrace@roseville.ca.us

9.3. Selection of the Next Vice Mayor - Drawing by Lots

Memo from City Clerk Sonia Orozco recommending the City Council direct the City Clerk to follow provisions of amended Charter Section 2.03 establishing that the City's current vice mayor shall be selected by drawing of lots from all the districts. The drawing will determine who will be seated as vice mayor for a two-year term. Following each general municipal election after 2020, a vice mayor shall be seated by rotation in sequential order of the five districts. Vice Mayor

Krista Bernasconi will not be included in the drawing of lots as she will be seated as mayor from December 9, 2020 until certification of the next general municipal election in 2022.

CC #: 1159

File #: 0102-09

CONTACT:Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1196
File #: 0102-10

Title: Resolution - Police Chief James Maccoun
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Commend Police Chief James Maccoun for his 38 years of outstanding service and dedication to the law enforcement profession and the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

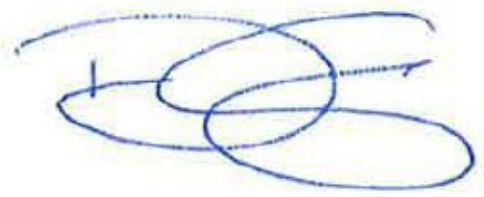
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution Chief Maccoun

CITY OF ROSEVILLE

RESOLUTION

COMMENDATION

WHEREAS, Police Chief James Maccoun began his distinguished career with the City of Roseville in 1980 as a Police Services Aid; and

WHEREAS, Police Chief James Maccoun was sworn in as a Police Officer with the City of Sacramento in 1984 where he worked for 32 years, serving in many capacities throughout the organization. Most notably, Police Chief James Maccoun worked patrol, served as the commander for the traffic and air operations unit, served as the commander for the Special Weapons and Tactics (SWAT) team, and oversaw the finance division; and

WHEREAS, Police Chief James Maccoun was hired as the Assistant Police Chief for the City of Roseville in 2014; and

WHEREAS, Police Chief James Maccoun was promoted to Police Chief in 2017; and

WHEREAS, Police Chief James Maccoun oversaw the implementation and establishment of the Placer Health and Human Services funded Family Mobile team within the police department as co-responders and case managers; and

WHEREAS, Police Chief James Maccoun oversaw the installation of a use of force simulator and enhanced de-escalation training tools within the agency based on a partnership with Sierra College; and

WHEREAS, Police Chief James Maccoun oversaw the certification of an accredited in house training program on implicit bias and principled policing with all sworn staff having completed the training; and

WHEREAS, in the position of Police Chief, Maccoun has played a critical role on the City's leadership team working with employees, department heads, the Council, and the community to focus on the City's priorities of being fiscally sound, safe, well planned, transparent, and dedicated to providing outstanding public safety; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA that **POLICE CHIEF JAMES MACCOUN** be commended for his 38 years of outstanding service and dedication to the law enforcement profession and the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 16th day of December, 2020.

_____

KRISTA BERNASCONI, MAYOR

ATTEST:

_____

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #:
File #:

Title:	Consent Calendar
Contact:	

Meeting Date: 12/16/2020
Item #:

COUNCIL COMMUNICATION

CC #: 1190
File #: 0800-04

Title:	On Call Engineering and Surveying Consulting Services - Contract Purchase Agreement Amendment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the Contract Purchase Agreement (3000298) Amendment 1 with EKI Environment & Water, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On Dec 13, 2019, the Environmental Utilities Department (EUD) issued an Invitation for Statement of Qualifications for on call engineering and/or survey services. On January 10, 2020, the EUD received four Statements of Qualifications and, on February 18, 2020, EUD issued a ranking letter to the four firms stating, based on the evaluation committee's review, all four firms met the City's requirements for project experience and qualifications. The letter provided a list for the order in which on call agreements would be issued on an as-needed basis over the next 12 months.

EKI Environment & Water, Inc. (EKI) was ranked first and was issued a Contract Purchase Agreement (CPA 3000298) on April 24, 2020. In May, the EUD contacted EKI to discuss support on finalizing the grading design for the Well 12 Backwash Outfall Project.

The Well 12 Backwash Outfall Project's site is located north of Blue Oaks Boulevard and west of Crocker Ranch Road and is approximately 0.45 acres. Well 12 is located on the south side of Blue Oaks Boulevard and is used to both extract groundwater for public use and inject potable water for groundwater recharge. In the process of regular ongoing maintenance, the well must be regularly backwashed to flush and maintain the well system's performance and functionality. The backwash water flows through a storm drain pipe under Blue Oaks Boulevard which discharges on the north side of Blue Oaks Boulevard onto the project site. The backwash water and storm water collected within the local storm drain system flow over the project site to eventually drain to Pleasant Grove Creek. Over the last several years, the project site, including the Pleasant Grove Creek bank, has eroded and it is the goal of this project to restore the project site.

The Well 12 Backwash Outfall Project consists of two phases. The first phase of the project involves recontouring and rehabilitating the existing drainage pathway between the storm drain outlet pipe and Pleasant Grove Creek. This first phase of construction was performed by the EUD Water Utility construction crew. EKI and EUD are working to complete the record drawings for this first phase.

The second (riparian habitat restoration) phase of the project will help achieve the City's restoration goals outlined in the City's Habitat Mitigation and Monitoring Plan (HMMP), which was approved by City Council on March 15, 2017. As described in the HMMP, the project area will be planted with a minimum of 125 native riparian and upland plants. All work will be conducted in compliance with permit conditions of the California Fish and Wildlife Streambed Alteration Agreement, State Water Resources Control Board 401 Water Quality Certification, and U.S. Army Corps of Engineers Clean Water Act 404 Permit.

EKI was asked to help support design efforts on the first phase of the project. On June 2, 2020, EKI submitted a task order cost of $23,300 to provide the following scope:

- Project management and quality control,
- Conduct a design field visit,
- Modify and finalize the grading design drawings, and
- Provide two site visits for construction support.

For City Council consideration under this memorandum is the award of the Contract Purchase Agreement Amendment 1 to EKI. Amendment 1 includes additional work conducted that was not expected to be needed when EKI developed their original scope and fee including:

- An additional design field visit due to the need to remove two trees for construction,
- Design revisions and two review meetings due to changes needed based on the tree removal requirements and permit conditions,
- Construction field support related to staking and constructability questions, and
- Construction submittal review to assist in the City's purchase of materials and to provide review of the City's as-built drawings.

The EKI Contract Purchase Agreement and Amendment 1 are attached.

FISCAL IMPACT

This amendment of $10,000 will be funded by the Water Rehabilitation Fund. The budget is adequate to fund this contract purchase agreement amendment.

ENVIRONMENTAL REVIEW

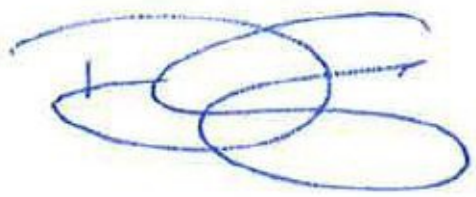
Council's approval of the proposed agreement amendment is an action subject to CEQA. Project level CEQA compliance was accomplished with preparation of the City of Roseville Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration (Adopted December 7, 2016) (SCH: 2016092050). Because the proposed agreement is consistent with the project evaluated in the above referenced Initial Study, no new effects would be expected to occur and all applicable mitigation measures will be implemented.

As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-502

Contract Purchase Agreement Amendment

RESOLUTION NO. 20-502

APPROVING AMENDMENT 1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EKI ENVIRONMENT & WATER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment 1 to Contract Purchase Agreement (3000298), regarding on call engineering and surveying consulting services, between the City of Roseville and EKI Environment & Water, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment to Contract Purchase Agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3000298

Supplier Details:

Company	EKI Environment & Water Inc
Contact	Mike Vasquez
Address	1750 Creekside Oaks Drive
	Suite 220
	Sacramento, CA 95833

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

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CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000298

Agreement	**3000298**
Agreement Date	
Change Order	**1**
Change Order Date	**27-OCT-2020**
Revision	**0**
Agreement Amount	**33,300.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**EKI Environment & Water Inc** 1750 Creekside Oaks Drive Suite 220 Sacramento, CA 95833
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	mvasquez@ekiconsult.com

Description of Labor, equipment and/or materials

AMENDMENT 1

Contract Purchase Agreement 3000298, which was executed on 4/24/20, is hereby modified as follows:

The Agreement Amount is modified from $23,337.00 to $33,300.00. The purpose of this modification is to provide for an increased scope of work due to unanticipated field visits, design review meetings and plan revisions, as well as additional construction submittal review.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

PLEASE CONTACT TRACIE MUELLER AT 916-774-5688 OR TRMueller@roseville.ca.us FOR QUESTIONS REGARDING THIS AGREEMENT.

Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14617	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
24-Apr-2020	**30-Apr-2021**	**Tiffany Valdez** Phone **1-916-774-5708**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
10. Consultant agrees to the below insurance requirements:
    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

    c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage

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under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be

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deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this Agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this Agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withold any payments to consultant in the event of noncompliance with insurance requirements or if required by law.
Professional T&C
REV 5/3/18 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:__X___
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

DocuSign Envelope ID: AFC533A7-C2AF-4AB5-A0C9-AEF0718DB142
I DocuSign Envelope ID: AFC533A7-C2AF-4AB5-A0C9-AEF0718DB142

Supplier	
Signature:	Nelson Schlater
Print Name:	Nelson Schlater
Title:	Vice President

Supplier	
Signature:	John J. DeWitt
Print Name:	John J. DeWitt
Title:	Corporate Secretary

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

COUNCIL COMMUNICATION

CC #: 1169
File #: 0203-10

Title:	Library Self Check Upgrade - Sole Source Contract Purchase Agreement
Contact:	Chris Rohde 916-746-1216 crohde@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a sole source contract purchase agreement with Bibliotheca, LLC, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Bibliotheca services and maintains the self-check kiosk systems for the libraries. In 2015, the systems were designed, built and installed by 3M Library Systems, which was subsequently acquired by Bibliotheca. The systems rely on PCs (personal computers) to manage the functions and integrate with the library circulation system, credit card system and cloud-based management software. These PCs have been in service for 5 years and run Windows 7 operating system, which is past end-of-life support by Microsoft. Bibliotheca has created Windows 10 upgrade kits for legacy systems, such as the self-checks, extending the life of the kiosks. It requires only the PC and printer to be replaced at a fraction of the cost, retaining the kiosk shell and additional parts. The kits contain a PC, printer and updated software including Windows and proprietary Self-Check and radio frequency identification (RFID) software that is tested and configured to run on the supplied PC hardware. The kiosk's PC must interface seamlessly with the peripherals such as the proprietary RFID antennae that works in conjunction with the self-check software. Bibliotheca is the sole supplier of the kit and support for these systems. A Bibliotheca authorized and trained technician will install and configure each kit onsite.

FISCAL IMPACT

Funds for the upgrade kits are included in the approved Parks, Recreation & Libraries Department's FY2020-21 budget ($3,000), and the FY2020-21 General Equipment Replacement Fund ($22,000).

ENVIRONMENTAL REVIEW

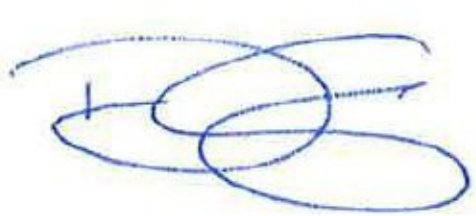
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a contract purchase agreement for personal computer upgrade kits for the Library self-check kiosks meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Chris Rohde, Recreation & Libraries Supervisor

Jill Geller, Parks, Recreation & Libraries Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-482

Contract Purchase Agreement

RESOLUTION NO. 20-482

APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sole source contract purchase agreement (3000980) for personal computer upgrade kits for the Library self-check kiosks, between the City of Roseville and Bibliotheca, LLC, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3000980

Supplier Details:

Company	Bibliotheca LLC
Contact	
Address	3169 Holcomb Bridge Rd Ste 200
	Norcross, GA 30071

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000980

Agreement	**3000980**
Agreement Date	**04-NOV-2020**
Revision	**0**
Agreement Amount	**25,000.00 USD**

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Bibliotheca LLC**
3169 Holcomb Bridge Rd Ste 200

Norcross, GA 30071
Phone: ()
Fax: ()
Email: j.moss@bibliotheca.com

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE, INSTALL AND CONFIGURE LEGACY R SERIES WIN10 PC UPGRADE KITS IN ACCORDANCE WITH THE ATTACHED QUOTE QUO-138720-D1T4, REV:0 DATED 8/27/20.

START DATE: UPON EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

PLEASE CONTACT CHRIS ROHDE AT (916)746-1216 FOR QUESTIONS REGARDING THIS AGREEMENT OR BY EMAIL AT CROHDE@ROSEVILLE.CA.US.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12167	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		"Becky" Rebecca Philipp Phone **1-916-774-5724**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
10. Consultant agrees to the below insurance requirements:

    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all worked performed by Consultant, its employees, agents and sub consultants.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

27. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

    Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor

set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. NA

DIR Registration No. NA

Check mark the applicable company type below:

_X_ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C, AB5
REV 3/26/2020 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:_**X**___
Professional Liability:
$1 Million/occurrence
No auto required

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Insurance Verification
By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Raymond R Hood
COMPANY NAME	Bibliotheca, LLC
DATE	11/4/20

Asbestos
Rev 01/16/19

Supplier	
Signature:	Raymond R Hood
Print Name:	Raymond Hood
Title:	Chief Executive Officer

BIBLIOTHECA, LLC Limited Liability Company SEAL Delaware 2011

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	**Dominick Casey**
Title:	**City Manager**

bibliotheca
transforming libraries

Customer Official System Quote

Quote Date: 08/27/2020
Quote Number: QUO-138720-D1T4, Rev: 0

Customer Bill To:

Roseville Public Library - Main (CA)

225 Taylor St
Roseville CA 95678
United States of America

bwallace@roseville.ca.us
Tel: 916-774-5171

Quote Details

WIN10 PC Upgrade

Location Information:

Roseville Public Library - Main (CA) - City of Roseville Finance Dept.
Brandon Wallace
225 Taylor St
Roseville CA 95678
United States of America

Sales Contact: Regan Dewey
Sales Phone:
Sales Email: r.dewey@bibliotheca.com

Prices are in US Dollars
Quote expires (60) days from Quote Date above.

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

Item ID	Item Type	Quantity	Sale Price	Sub Total
SCK200400-000-US	Legacy R series WIN10 PC upgrade kit	11	$1,998.000	$21,978.00
SHP000001-000-US	SHIPPING AND ADMINISTRATION Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	$1,089.000	$1,089.00
			Total (Less Sales Tax):	$23,067.00

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

GST/HST N° 859257321RT0001

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

Bibliotheca, LLC
3169 Holcomb Bridge Road, NW, Suite 200,
Norcross, GA 30071, USA

Phone No - 877-207-3127
Fax No - 1-877 689 2269
www.bibliotheca.com

COUNCIL COMMUNICATION

CC #: 1166
File #: 0203-09

Title:	Courtyard Garden Education Makeover Project (RFP 08-070) - Contract Purchase Agreement
Contact:	Bobby Alvarez 916-746-1710 balvarez@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement (3000918) with New Image Landscape Company for the Courtyard Garden Education Makeover Project, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The garden (project site), located between the Utility Exploration Center and the Roseville Sports Center, was planted in 2009. It has declined over time due to irrigation failures and inconsistent maintenance. It no longer serves as either an inspirational or educational introduction to water-efficient gardening.

The Water Utility is implementing this project to promote community awareness and hands-on education of water-wise practices. This project is one of many efforts to position the City of Roseville to successfully comply with recent California legislation (Senate Bill 606 and Assembly Bill 1668) that will soon set new state-mandated targets for the City of Roseville's aggregate water use. To help customers collectively reach the new targets, the Environmental Utilities Water Efficiency section will work with the Utility Exploration Center and use the updated garden to offer year-round hands-on workshops, on-site instructional videos and develop educational resources on the City's website, and include outdoor interpretive signage (accessible to Mahany Park visitors during all hours). In addition, the project, once complete, will beautify this portion of Mahany Park for the enjoyment of the community.

FISCAL IMPACT

Funding for this contract ($72,414) is included in the FY2020-21 Courtyard Garden Education Makeover project (500052) in the Water Operations Fund.

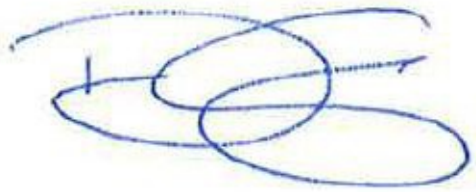
ENVIRONMENTAL REVIEW

The proposed garden renovation project involves minor alterations to the existing facility and will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 1 Exemption and Class 4 Exemption (State CEQA Guidelines Sections 15301 and 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Bobby Alvarez, Water Conservation Administrator

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-480

Contract Purchase Agreement

New Image Landscape Proposal

RESOLUTION NO. 20-480

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NEW IMAGE LANDSCAPE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000918) for landscape installation and construction, between the City of Roseville and New Image Landscape Company, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE
CALIFORNIA

Contract Purchase Agreement 3000918

Supplier Details:

Company	New Image Landscape Company
Contact	Jesse Arroyo
Address	3250 Darby Common
	Fremont, CA 94539

Submit your response to:

Company	City of Roseville
Contact	Babette Owens
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5704
Fax	(916) 774-5736
E-mail	BOwens@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE
CALIFORNIA

Contract Purchase Agreement 3000918

Agreement	**3000918**
Agreement Date	**02-OCT-2020**
Revision	**0**
Agreement Amount	**72,414.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**New Image Landscape Company** 3250 Darby Common Fremont, CA 94539
Phone:	(916) 774-5488	**Phone:**	(510) 226-9191
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	jarroyo@newimagelandscape.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) #08-070 TITLED "UTILITY EXPLORATION CENTER COUNTYARD GARDEN LANDSCAPE INSTALLATION PROJECT" AND CONTRACTOR'S PROPOSAL THERETO TITLED "UTILITY EXPLORATION CENTER COUNTYARD GARDEN LANDSCAPE INSTALLATION PROJECT" (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE RFP #08-070 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

PLEASE CONTACT SARA FEUSI AT (916) 746 1739 OR EMAIL SFEUSI@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS SERVICE AGREEMENT.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

14796	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Babette Owens Phone **1-916-774-5704**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and

practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.
Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. 719106

DIR Registration No. 1000004914

Check mark the applicable company type below:

_✓_ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/20/20 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:__X__
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Russell Takehara
Title:	Vice President

Supplier	
Signature:	
Print Name:	Irene Briggs
Title:	Treasurer

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	**Dominick Casey**
Title:	**City Manager**

NEW IMAGE
LANDSCAPE COMPANY

Bid Prepared for:

CITY OF ROSEVILLE CALIFORNIA

City of Roseville

Utility Exploration Center Courtyard Garden Landscape Installation Project

Proposals Due: July 31, 2020 at 3:00 p.m.

Submitted by:

New Image Landscape Company
3250 Darby Common, Fremont, CA 94539
License # 719106

New Image Landscape Company

3250 Darby Common, Fremont, CA 94539 | (510)226-9191 | License # 719106

July 31, 2020

City of Roseville

% City Clerk Department

311 Vernon Street

Roseville, CA 95678

RE: Utility Exploration Center Courtyard Garden Landscape Installation Project

On behalf of New Image Landscape Company, please accept the attached documents as our proposal for the landscape maintenance service. We have reviewed the scope of work and as providers of high-quality landscape maintenance services, we are sure to be able to execute all. We are particularly proud of the commitment and dedication of our professional staff and our ability to partner with municipalities to better, not only their landscape, but the community and environment as well.

New Image Landscape Company was first incorporated by California Corporation in 1996 and the President/CEO is Brian Takehara. As of this date, we currently have about 200 employees, across our 10 Northern California branches, ranging from Sacramento all the way to Salinas/Monterey County. For this account, we will be providing our services out of our service branch in Sacramento. Proposer has no prior or ongoing contract failures, civil or criminal litigation or pending investigation.

Thank you for the opportunity to provide you with a comprehensive landscape maintenance service proposal. We look forward to the opportunity to work with you on this project. Please do not hesitate to call with any questions.

Sincerely,

New Image Landscape Company

Russell Takehara

Russell Takehara

VP/General Manager

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

New Image Landscape Company
NAME OF BUSINESS

SIGNATURE

Russell Takehara, Vice President
NAME & TITLE, TYPED OR PRINTED

3250 Darby Common, Fremont, CA 94539
MAILING ADDRESS

(510) 226-9191
TELEPHONE NUMBER

rtakehara@newimagelandscape.com
EMAIL

Type of Organization:

____ Sole Proprietorship ✓ Corporation _____ State of Incorporation

____ Partnership ____ Limited Liability Company

Attachment B

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
719106	New Image Landscape Company	C27/ C61/ D49	2/28/2022
103939	Brian Takehara	QAL	12/31/2021

Do you have a City of Roseville Business License? Yes____ No__✓__

License #_____

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

* 1000004914 Exp: 6/30/2022

Attachment C

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name Ross Recreation Equipment Company

Principal 100 Brush Creek Road

Address Suite #206

City Santa Rosa, CA 95404

Phone (707) 538-3800

Job capacity _____

Percentage of total work 5%

Licenses and numbers provided upon intent to award

DIR Contractor Registration Number & Expiration Date provided upon intent to award

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Attachment E

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of New Image Landscape Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 31, 2020 [date], at Fremont [city], California [state].

(Signature of Declarant)

Tab A: Firm's Qualifications

New Image Landscape Company prides itself as a landscape management firm that dedicates itself to an elevated level of customer and landscape management service. NILC was incorporated in Fremont, California in January 1, 1996 and continue to remain headquartered there with our sister company Sansei Gardens, Inc., a landscape construction firm. Since our beginning 24 years ago, we have established nine branches throughout the Northern California region in an effort to better support our geographically diverse clientele. We currently employ over 270 employees, including garden and office staff.

NILC Landscape Operations was born with our main office and maintenance branch in Fremont. This branch houses our crews and services the East Bay, Peninsula, and South Bay. Our largest branch is in Livermore to support our clients in the East Bay and Tri-Valley. A third branch is located in Salinas, which supports our clients in the Central Coast, Monterey, and Salinas areas. A fourth branch in Benicia supports our American Canyon and Vallejo clients. Three more branches in Fairfield, Sacramento, and Santa Rosa support the Northern Region. We also have a full scale Tree Care Division that includes 2 ISA Arborists and performs a variety of tree services operating out of our Sunol branch.

New Image Landscape Company is able to provide a wide variety of landscape maintenance services for our diversified clientele. Our staff is trained for the proper care of trees, shrubbery, ground cover, and turf. New Image's irrigation technicians are well-versed in the installation and repairing of irrigation systems. In order to maintain the highest level of plant health and appearance, our staff is proficient in the application of various pesticides, herbicides, and other chemicals, as well as compliance with regulatory requirements.

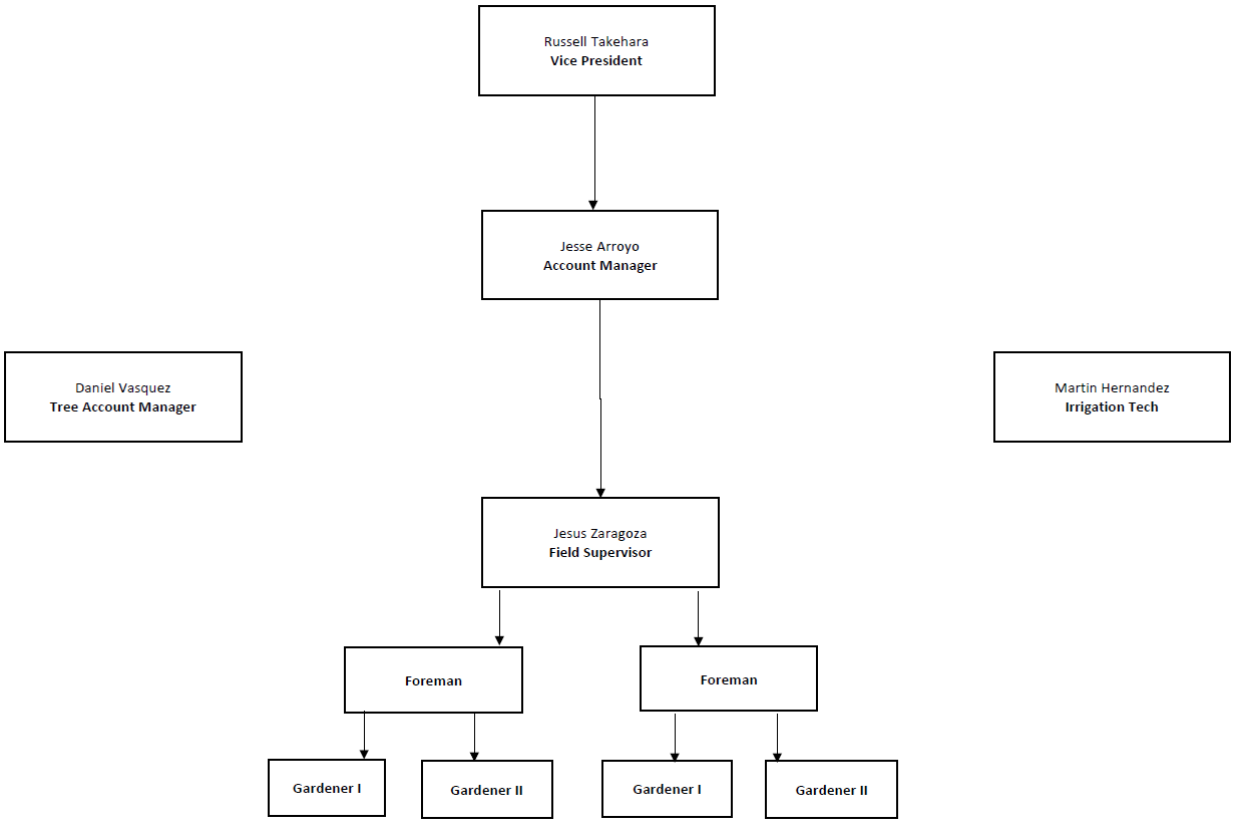
We are hopeful that your consideration of New Image Landscape Company will allows us to display our professionalism, consistently dependable maintenance, timely response to inquiries and requests, as well as expertise in our field. We are confident the quality of our work surpasses that of our competitors. We show this through our attention to detail, prompt responses to work orders, highly trained employees, commitment to safety, and by staying up to date on current and upcoming trends within the landscape industry.

New Image Landscape Company requires all field employees to wear a specific and supplied uniform (green shirt, green pants, green cap and safety vest). Workers will project and maintain a neat, orderly and clean appearance. Vehicle and equipment will similarly be well maintained and functional.

All employees are trained on equipment we use prior to working independently. Employees are trained to work safely, efficiently and professionally during the course of their workday. New Image Landscape Company requires all field crews to have a daily brief (safety topic specific to what they would be doing that day) and must attend weekly safety meetings. The following employees have been trained and certified in CPR and First Aid: Account Managers, Supervisors and Foreman. Other areas the crews are trained, but not limited to, are: traffic control, pesticide spraying, heat illness, sexual harassment and person education /advancement (as requested by employees).

New Image Landscape Company understands the importance of completing projects while working in an efficient and timely manner. We are hopeful that your consideration of New Image Landscape Company will allow us to demonstrate our consistently dependable service, timely response to inquiries and requests, as well as expertise in our field as displayed in this Proposal. New Image Landscape Company prioritizes responsiveness to our clientele which is why we have developed a hybrid Work Order system. We are confident the quality of work surpasses that of our competitors. We show this through our attention to detail, prompt responses to Work Orders, and highly trained employees.

Our staff is trained in the importance of job sequencing which ensures that we deliver all services in an efficient and thorough manner. All NILC field crew members know how long a job should take prior to the start of work as well as the order in which tasks should be performed for optimal performance and efficiency. Subsequently, each crew member will have a full understanding of the scope of work as detailed in the contract. Job sequencing drives the level of job quality and overall productivity.



We will be subcontracting a small portion of our project to Ross Recreation Equipment Company to create the shade structure. With over 47 years of experience in providing playground equipment as well as installation, Ross Recreation Equipment Company has provided quality service to their community.

Tab B: Experience and References

3 References:

1. County of Sacramento
    I. POC: David Webb
    II. Address: 10151 Florin Road
        Sacramento, CA 95829
    III. Phone: (916) 956-0707
2. City of Sacramento
    I. POC: Sheryl Farinias
    II. Address: 5730 24th Street, Building 9
        Sacramento, CA 95822
    III. Phone: (916) 808-4959
3. City of Suisun
    I. POC: Amanda Dum
    II. Address: 701 Civic Center Boulevard
        Suisun, CA 94585
    III. Phone: (925) 960-2447

Tab C: Qualifications of Team

Support Staff	Years in NILC	Title/Position	Role within [Municipality] Contract
Jesse Arroyo	Over 1 year	Account Manager	Direct PoC/Oversees branch operations
Jesus Zaragoza	22 years	Field Supervisor	On-Site Inspections/Supervision/Quality Reports
Martin Hernandez	Over 3 years	Irrigation Technician	Responsible for routine inspections, adjustments, maintenance, and repairs
Daniel Vasquez	Over 8 years	Tree Care Manager	Overall Tree Care/Pesticide Application/ Pruning/ Demolition

New Image Landscape Company invests a lot of time and resources in the training and professional development of every level of our employees. The investment we make in training initiatives translates directly into better service and relationships with our clients.

Comprehensive and relevant training is the strongest foundation we can provide for our employees. Our continuous training and emphasis on personal growth and professional certification equips our employees to advance within our company.

All training is documented with a sign in sheet and tracked in employee personnel files. Most training is provided in both Spanish and English, and offers a combination of lecture, discussion, handouts, videos, and demonstrations. This allows our employees to find the learning technique that works best for them.

Some of the areas that our employees receiving training on include but are not limited to the following:

- New Hire Orientation (1 hour - every employee, at time of hire)
  - Company policies, safety program overview
- Equipment Training (5+ hrs. - every employee during commencement of employment and as new equipment is introduced)
  - Conducted as new equipment is used. Covers proper use, maintenance and personal protective equipment needed
- First Aid/CPR (6.5 hrs. - all supervisors/foremen/leads, annually for CPR/every three years for First Aid)
  - Training is conducted per American Red Cross standards
- Pesticide Training (4 hrs. - maintenance employees, annually)
  - Covers all chemicals used, proper mixing/application, necessary personal protective equipment, storage and disposal

- Heat Illness Prevention Program (15 mins. at orientation & 1 hr. annually - every employee)
    - Covers awareness of environmental/personal risk factors, types/symptoms/treatment, prevention, acclimatization and response to medical emergency
- Sexual Harassment Training for Supervisors (all management and supervisors, bi-annually)
    - Covers awareness and prevention for management on various forms of harassment encountered in the workplace

In addition to our in-house training programs, our employees are constantly encouraged to participate in personal education and advancement opportunities that are offered by universities, landscape industry trade organizations (such as CLCA, ISA) and community programs.

Some examples of the training programs we encourage our employees to participate in include:

- Certified Landscape Technician (CLT), offered by the CLCA
- Water Management Certification, offered by the CLCA
- Certified Irrigation Auditor (IA), offered by the Irrigation Association
- Certified Arborist, offered by the ISA
- Certified Tree Worker (CTW), offered by the ISA
- Qualified Applicator Certificate (QAC), offered by the DPR
- Qualified Applicator License (QAL), offered by the DPR
- Qualified Bay-Friendly Landscape Maintenance Professional, offered by StopWaste.org

Tab D: Project Understanding

NILC operates using an advanced daily scheduling system to ensure that each scheduled day runs efficiently. Additionally, our firm is equipped with over 160 Ford F150 trucks, as well as top of the line tools and equipment. Having the proper tools and equipment on site allows us to have adequate equipment availability as to not interfere with the commencement of work. Prior to the start of a project, NILC makes sure to order all necessary materials needed as to not slow down the completion of work at any point during the contracted period.

New Image Landscape Company values quality customer service which is why we have implemented various tools to be used by the clients we service. From the field to the office, there will always be staff available to assist the City of Roseville should any questions or concerns arise. Firstly, we operate using an elevated management plan which consists of robust customer service and a Work Order system with timely response times.

One of the special resources we have is the Work Order System. If there was any issue to arise, the City of Roseville can contact the Account Manager in charge to get it resolved within 24 hours. In the case an Account Manager is unavailable, the City of Roseville will be able to contact our Work Orders representative and they will inform the Account Manager of the issues. Internally, NILC has developed a Customer Support/Work Order System that fields any calls or emails with service issues. We operate using an elevated management plan which with timely response times. We dedicate 3 daily staff administrators such that a live person will always respond to you immediately during normal business hours. During the contracted period, the City of Roseville can email workorders@newimagelandscape.com, after which a Work Order will be processed, and the proper Account Manager will be notified of the issue directly. These admins then dispatch any request to the appropriate personnel in the field such that the work order can be tackled as soon as possible. Likewise, the Customer Support Admins or Tree Care Manager will follow up or provide updates to the client during this process.

City of Roseville will be assigned an Account Manager/Landscape Architect or Regional Operations Manager to assist with all field operations. Additionally, they will remain available for any needs/concerns that may surface throughout the duration of the contract. The Account Manager will conduct thorough walkthroughs of the jobsite with the City of Roseville representative or landscape architect in order to best communicate customer expectations. Following the Account Manager is a dedicated Supervisor that oversees the Forman and Gardeners. Depending on the scope of work, we typically assign our Supervisors 1 Foreman to every 2 Gardeners. Larger jobs will require more Forman, thus more Gardeners.

The Account Manager and Supervisor for each yard work together to ensure customers are satisfied, work orders are completed promptly, and extra work is completed according to schedule. Each individual crew has a foreman or crew leader that directs the smaller tasks at the jobsite.

To ensure project understanding of the job site, the Account Manager regularly walks the site and completes a field report on items needing attention. This punch-list is passed to the Supervisor and Crew Leader for completion. Crew leaders and supervisors regularly update the

Account Manager who in turn informs the General Manager. Work orders are received (by fax, phone or email), the customer is contacted to confirm our receipt of their request. The work order is then sent to the appropriate Supervisor (by service yard) and logged in our Work Order Log to be tracked for completion.

Upon completion, the work order is signed off as complete and our office staff notifies the site property manager by either phone or email with a confirmation receipt requested. The customer work order is acknowledged and confirmed upon receipt. If we have an expected completion date at that point, that is then communicated to the customer. Once the work has been completed, the customer is notified and given an explanation of exactly what work was completed. Where possible, a copy of the work order, along with our notes, is emailed to the client for their records.

We also take full advantage of technology and use it to maximize our customer service. With the use of Apple and Android smartphones, which our Operations and Management Staff utilize, we are able to provide seamless communication between the office, the field, and the City of Roseville. When situations arise, our staff are able to do much more than just send an email or make a phone call; they can send a photo directly from the field that better describes a situation. They are also able to open documents from their phone, without having to wait until the end of the day to check emails and receive attachments.

In an emergency, we guarantee that there will always be a live person to answer the call 24/7, 7 days a week even on holidays and weekends. NILC offers a 24/7 Emergency Hotline for any after-hours calls. A live person from our 3rd party service will always answer the phone no matter the time or day and then dispatch our on-call tree emergency personnel. We pride ourselves on having a 30 minute-1 hour response time depending on the location and nature of the emergency. Our 24-Hour Emergency Hotline Service is available at 1 (888) 399 – 8594.

Tab E: Project Plan

We plan on completing this project in phases. Where we first work on the demolition and removal of the trees, turf, concrete, and bushes. This should be completed in less than a week. During the first week, we plan on subcontracting the installation of the shade structures to Ross Recreation Equipment. After the shade installation, we will complete the irrigation installation of the lines, sleeves, irrigation valves, the controller, and drip tubing. We also plan on installing the boulder during this phase. After the irrigation is completed, the plants, trees, and mulch will be installed. The final phase would include the details such as the benches and plaques.

During the project, we plan on having an extra work crew with 3 employees and one irrigation technician for the irrigation installation. We also plan on using our tree division to remove the larger trees along the fence line. Our crews receive training for every piece of equipment used such as blowers, trimmers, chain saws, stump grinder, woodchipper, rototillers, Kubota skid steers, tractors, etc. We plan on using the equipment previously listed during the project.

As for warranty, we would provide a 60 day warranty for the plants and trees.

During the first month of service, New Image will conduct an irrigation evaluation to determine the current condition of the system. This inspection will include controllers, remote control valves and valve boxes, sprinkler heads and risers, piping, and wiring (if necessary). This evaluation will identify any adjustments, alterations, and/or repairs that may be necessary. The irrigation system will be checked per contract term or more often if the need arises.

The scope of the irrigation check will include:

- Adjust the programming of controllers to apply water in accordance with plant requirements based on weather and soil conditions while minimizing water runoff.
- Clean and adjust the sprinkler heads and nozzles as needed. Adjust spray patterns to ensure proper coverage and prevent any over-spray onto paved areas or buildings.
- Remote control valves will be checked for proper operation. Valve boxes to be cleared of debris.
- Water and electricity for controllers are to be supplied by the customer.
- Emergency repairs that are critical or necessary to the continued operation of the irrigation system are deemed authorized without the necessity of extra work authorization.
- All damage done to the irrigation system due to contractor's negligence shall be the responsibility of the contractor and must be repaired within 48 hours at the contractor's expense.
- If the existing irrigation system consists of a drip-system component, there may be an additional charge for any irrigation run-through's.

Optional services as an extra work charge include:

- Certified water audits.
- Water budget record keeping.

- Hand watering.
- Repairs, modifications, alterations, or additions to the irrigation system.

ITEM NO.	DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL PRICE
1	Construction Staging (Mobilization, Demobilization)	LS	1	$2,000.00	$2,000.00
2	Remove - Concrete, Asphalt, and Curbs	SF	200	$7.50	$1,500.00
3	Remove - Large Trees and stumps	EA	4	$900.00	$3,600.00
4	Remove - Small Tree and stumps	EA	4	$600.00	$2,400.00
5	Clearing and Grubbing	SF	3200	$0.60	$1,920.00
6	Paving - Pervious Concrete Pavers	SF	351	$15.00	$5,265.00
7	Furnishing - Boulders, including plaque	LS	1	$1,500.00	$1,500.00
8	Furnishing - Bench	EA	2	$800.00	$1,600.00
9	Furnishing - 25'x30' Shade Shelter	LS	1	$24,500.00	$24,500.00
10	Irrigation - Flow Meter	EA	1	$220.00	$220.00
11	Irrigation - Controller	EA	1	$800.00	$800.00
11	Irrigation - Weather Sensor	EA	1	$250.00	$250.00
12	Irrigation - Sleeve	LF	24	$62.50	$1,500.00
13	Irrigation - Mainline	LF	24	$42.00	$1,008.00
14	Irrigation - Quick Coupling Valve	EA	1	$400.00	$400.00
15	Irrigation - Control Valve	EA	6	$300.00	$1,800.00
16	Irrigation - In-Line Drip Tree Ring	EA	4	$100.00	$400.00
17	Irrigation - Inline Drip	SF	2966	$1.00	$2,966.00
18	Soil Preparation and Amendments	SF	200	$6.00	$1,200.00
19	Planting - Trees, 15 Gallon	EA	4	$185.00	$740.00
20	Planting - 1 Gallon	EA	299	$20.00	$5,980.00
21	Planting - 4" Pot	EA	39	$45.00	$1,755.00
22	Bark Mulch	SF	3066	$0.7175	$2,200.00
23	30 Day Maintenance	LS	1	$910.00	$910.00
	PERMIT FEE ALLOWANCE NOT-TO-EXCEED				**$1,000.00**
	BASE BID TOTAL				$67,414.00
	Additive Alternate 1				
1	Installation of Signage	LS	3	$150.0	$450.00
	ADD ALT 1 TOTAL				$67,864.00
	Additive Alternative 2				
2	30 Day Maintenance	LS	5	$910.00	$4,550.00
	ADD ALT 2 TOTAL				$72,414.00

Tab G: Required Statements/ Documents

New Image Landscape Company assures there will be non-substitution for the designates members of the team without approval by City staff and absence of a conflict of interest. We are able and fully agree to fulfill the indemnification and insurance requirements contained in the same contract. Nothing contained in the submitted proposal will be propriety.

Tab H: Exceptions

New Image Landscape Company has no exceptions, alterations, or amendments to the Scope of Services or other requirements of the RFP, including the Sample Contract.

Tab I: Competency of Proposers

New Image Landscape Company has no pending bankruptcies, liens, stop payment notices, judgements, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. No client has terminated a contract with our firm for breach.

Ai2. The square footage of the project area, including a 2' offset around the new shade shelter, is 4,870 sq. ft. If the two add alt shade structures are included, and assuming a 2' offset, the project area is an additional 530 sq. ft, for a total project area of 5,400 sq. ft.

Ai3. Existing Hardscape – Refer to Demolition Plan, page 2 of 9, of the Landscape Plans, RFP Attachment G, and Demolition Legend symbol for the only area of concrete that is to be removed. This area is referred to as the mow strip between the existing planting bed and the turf area. The existing light poles, footings, and associated conduit/wires are to be protected in place.

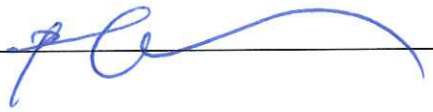
For the four circles that are centrally located in the Courtyard, the irrigation for these planting beds will be retrofitted using existing in-ground lateral lines. Existing concrete and pavers are not to be cut. Refer to Plan Pg. 10 of 2007 Improvement Plans and the color-coded existing irrigation system plan distributed at the Job Walk on June 25, 2020, and attached to this Addendum. Also, refer to Irrigation Plan, page 4 of 9, of the Landscape Plans, RFP Attachment G.

A signed copy of the addendum must be included with your bid/proposal submittal.

You must acknowledge receipt of this addendum by signing below and emailing it to Sfeusi@roseville.ca.us.

I acknowledge receipt of Addendum Number Two (2).

Name Russell Takehara

Signature 

Company New Image Landscape Company

Date July 31, 2020

IMPORTANT

July 28, 2020

TO: Bidders

FROM: Sara Feusi, City of Roseville Environmental Utilities – Water Utility

RE: **RFP #08-070 Utility Exploration Center Courtyard Garden**

***** ADDENDUM NUMBER THREE (3) *****
Note: This revision represents one attachment.

The following question was received on July 27, 2020:

Question: I have a question about submitting the proposal package. I just wanted to verify the only ways to submit are VIA electronically by emailing CityClerkroseville@roseville.ca.us or mailing in hard copies and electronic copies. If we send it electronically, will we still need to mail in a hard copy with wet signatures?

Answer: Due to the closure of City of Roseville facilities and offices as a result of COVID-19, submittal of proposal packages, in Section 7.0 SUBITTAL INSTRUCTIONS, item 7.2, was revised. Addendum 3 is to clarify submittal options because Sections 7.1 and 7.2 are contradictory.

It is acceptable to submit proposal packages in ONE of the following ways. However submitted, proposals must be received by the established and unchanged deadline of July 31, 2020, 3 p.m.:

1. The proposal package, including required signatures, CAN BE EMAILED to the office of the City Clerk at CityClerkroseville@roseville.ca.us

OR

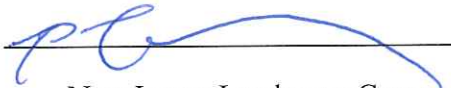
2. The proposal package can be submitted by mail according to the requirements specified in Section 7.1. to the City of Roseville, Attn: City Clerk Department, 311 Vernon Street, Roseville, CA 95678.

A signed copy of the addendum must be included with your bid/proposal submittal.

You must acknowledge receipt of this addendum by signing below and emailing it to Sfeusi@roseville.ca.us.

I acknowledge receipt of Addendum Number Three (3).

Name Russell Takehara

Signature 

Company New Image Landscape Company

Date July 31, 2020

COUNCIL COMMUNICATION

CC #: 1183
File #: 0900-03

Title:	Pleasant Grove #2 Substation Expansion Civil Construction - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Josh Campbell 916-774-5698 jcampbell@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff is recommending that the City Council approve the plans and specifications and authorize staff to advertise the Pleasant Grove #2 Substation Expansion Civil Construction Project and call for bids.

BACKGROUND

The civil construction work at the Pleasant Grove #2 substation is required to support the expansion of the substation to serve new loads in the North Industrial Specific Plan area and maintain system reliability.

FISCAL IMPACT

The total project cost is estimated at $200,000. Funding is included in the Electric Department's Pleasant Grove 2 Substation Expansion capital improvement project budget.

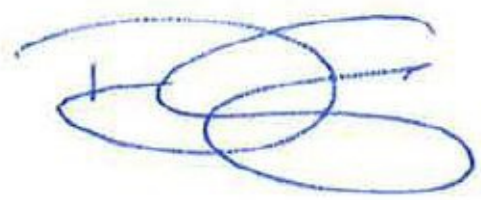
ENVIRONMENTAL REVIEW

The proposed project involves operation and maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Josh Campbell, Power Engineer

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Building and Grounds Manual

Buildings & Grounds Project Manual

Name of project:

Pleasant Grove #2 Substation Expansion Civil Construction

Department:

Electric

CITY OF ROSEVILLE CALIFORNIA

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Specifications	
Drawings	
Pleasant Grove Substation Geotech Report	

CITY OF ROSEVILLE

DEPARTMENT OF ELECTRIC

Pleasant Grove #2 Substation Expansion Civil Construction

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until February 2, 2021 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on February 2, 2021 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Pleasant Grove #2 Substation Expansion Civil Construction.

A pre-bid meeting will be held per the instructions listed on the Public Purchase at https://www.publicpurchase.com.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as

follows:

PLEASANT GROVE #2 SUBSTATION EXPANSION CIVIL CONSTRUCTION

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids

nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 "Legal Relations and Responsibility" of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to Public Purchase at https://www.publicpurchase.com The deadline for submissions of questions and clarifications regarding the Contract Documents is seven (7) calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor,

materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be

performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals $1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

City of Roseville Business License No._____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____

_____, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance

with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of _____ dollars ($_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on _____, 20__ FOR

_____

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

BID ITEM	ITEM DESCRIPTION	UNIT	TOTAL AMOUNT ($)
1	Switchgear pad and all associated work at Pleasant Grove #2 Substation	Lump Sum	

FIRMS QUALIFICATIONS AND EXPERIENCE FORM

Requirements:

Contractor and its foreman/supervisor assinged for this project must have performed construction projects in at least three electric substations at 60-kV or above, during the last fifteen years.

Foreman/Supervisor Name: _____

Project Name and $ amount: _____

Project Contact Name and #: _____

Project Location: _____

Project Date and Duration: _____

Project Description: _____

_____

_____

_____

Project Name and $ amount: _____

Project Contact Name and #: _____

Project Location: _____

Project Date and Duration: _____

Project Description: _____

_____

_____

_____

Project Name and $ amount: _____

Project Contact Name and #: _____

Project Location: _____

Project Date and Duration: _____

Project Description: _____

_____

_____

_____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____, a _____, ("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____day of _____, 20_____, approved plans and specifications for the _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided using one of the following methods:

a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us

b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor’s profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or

pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any

SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information ("RFI") to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor's failure to provide the required written notice shall constitute a waiver of the Contractor's right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24") by thirty-six inches (36").

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. Manuals and Instructions. Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

"The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements."

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE ORDERS.** Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other "impact" claim or "ripple effect" claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars ($1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other "impact" claim or "ripple effect" claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor's own forces, the maximum allowable mark-ups for the Subcontractors' costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, “Certificates of Compliance,” of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than $200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

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

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

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five ($25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, a provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statues, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor's use of the City's property or any activities or Work performed hereunder by the Contractor; (2) the Contractor's performance of the Work under the Agreement; or (3) the Contractor's breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor's obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City's property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor's indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Wok, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

> "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

> " In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

   a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;

2. Failure of the Work to comply with the requirements of the Contract Documents;

3. The terms of any warranties required by or contained in the Contract Documents;

4. The right to any insurance proceeds or the right to make any insurance or bond claims;

5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or

6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Pleasant Grove #2 Substation Expansion Civil Construction

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
X	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Electric Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 5 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 5 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 45 calendar days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of $500 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) ”Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) ”Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) ”Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) ”Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIFICATION
PLEASANT GROVE #2 SUBSTATION EXPANSION CIVIL
CONSTRUCTION SPECIFICATION

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1. SCOPE OF WORK

1.1 This Specification covers the labor, supervision and materials required for the following projects:

1.1.1 Replace the bay 2 medium voltage switchgear concrete foundation at Pleasant Grove #2 Substation, as well as designated concrete piers in the substation yard. This project consists of the following: clearing and grubbing of existing concrete foundation and piers, construction of new reinforced concrete foundation and piers, construction of additions to existing concrete pads, installation of underground electrical conduits, extension of the concast trench system, modifications of the substation fencing, grounding and grounding pigtails as shown on drawings and as needed, and repair of any part of the substation yard that is disturbed.

1.2 Work Included: Contractor shall perform all labor, coordination, supervision, surveying, inspection, site and laboratory testing that is required to construct the needed items. All labor, material, testing and associated construction costs are the responsibility of the Contractor unless specifically stated otherwise.

The principal components of the work include, but are not limited to the following:

1.2.1 Establish the reference and boundary lines.

1.2.2 Demo reinforced concrete switchgear foundation and piers as shown on the drawings.

1.2.3 Construct concrete foundation and piers for the new equipment as shown on the drawings. Construct additions to concrete pads as shown on the drawings.

1.2.4 Furnish and install underground low voltage control wiring conduits and reconfigure existing conduits as shown on drawings.

1.2.5 Repair substation grounding system as necessary for excavation and construction of concrete foundation and piers.

1.2.6 Extend conduits from outside the substation fence into the switchgear foundation as needed for outgoing distribution circuits.

1.2.7 Remove and dispose of all surplus materials including surplus excavated materials from sites.

1.2.8 Extend the existing concast trench system as shown on the drawings.

1.2.9 Modify the existing substation fencing as shown on the drawings.

1.2.10 Install new grounding and grounding pigtails as shown on the drawings.

1.2.11 Supply and implement necessary BMP's for erosion and sediment control.

1.3 This Specification shall be used together with the following:

1.3.1 Construction drawings listed in Section 3.

1.3.2 The Supplemental Conditions.

1.3.3 Roseville Electric Specifications for Commercial Construction.

1.3.4 Other standard specifications.

1.3.5 General Conditions for Buildings and Grounds.

In case of any conflicts between the requirements stated above, the order of precedence shall be as follows:

A. Construction drawings listed in Section 3 (highest).

B. The Supplemental Conditions.

C. This Specification.

D. Other standard specifications.

E. General Conditions for Buildings and Grounds.

2. GENERAL PROVISIONS

2.1 Contractor shall examine the site and determine the amount, nature and difficulty of the proposed work. Contractor shall evaluate the requirements of the plans, specifications, bid package and existing conditions and bid accordingly. Contractor shall satisfy himself/herself of the soil conditions prior to bidding this project. The contract price shall be based on a lump sum basis.

2.2 If there is a doubt as to the true meaning of any part of the plans, specifications, or the contract documents or if discrepancies in or omissions from the drawings or specifications are found, a written request should be made to the City for interpretation. No payment will be made to the Contractor because of error, negligence or failure to become familiar with the existing conditions or requirements of the plans, specifications and bid package.

2.3 The safety of all materials and labor used in this project is left solely to the Contractor. Any loss due to weather, acts of God, vandalism, theft, poor workmanship, or any other loss is the responsibility of the Contractor and it is assumed to be part of this bid and bid price. City will not be responsible for the loss of any material and/or labor.

2.4 Appropriate tarps and covers shall be used to protect all open trenches, excavations and removed materials that are planned to be used for backfill from wind, rain and other weather conditions.

2.5 Underground Service Alert (USA) must be called before any digging is started. The phone number of USA is 1-800-642-2444. There are existing underground installations in the working area including electrical power cables installed by the City, water and sewer lines, gas and telephone facilities. The as-built drawings are available for inspection at the Electric Department. These drawings are not exact and the Contractor agrees to hold the City harmless for any errors that may be on the plans or for any damage that the Contractor may do to existing facilities due to the plans. Any damage to existing underground facilities including the electrical power cables or to the conduit system done by the Contractor is the complete responsibility of the Contractor. **There are existing underground conductors energized at 12,000 volts on and adjacent to this site.**

2.6 There are existing exposed 60-kV energized conductors above the working areas. All work under these exposed conductors shall be restricted at ground level only. Outage and clearance must be pre-arranged with Roseville Electric before working in close proximity to the live conductors. Overhead conductors **will not be removed** to allow access for drilling equipment. Drilling equipment must be of a height as to not interfere or damage overhead conductors.

2.7 All work inside the existing energized Pleasant Grove #2 Substation will be under the supervision of City of Roseville Electric Department's representative to ensure all relevant safety procedures are followed.

2.8 If work is performed within 10 feet of normally energized equipment, suitable type of protective clothing shall be used by all persons per specification 2.9 below. The 10 feet is not the reach distance. It is measured as a footprint with a 10-foot perimeter around all normally energized equipment including wire, overhead line, bus and underground cable. Inside this perimeter, approved FR protective clothing shall be worn. When working at ground level only in an area without any aboveground energized conductors, if the work does not dig in or expose any underground live cables, the FR clothing requirement may be waived with the approval from Roseville Electric site supervisor or Engineer.

2.9 When working within the 10-foot perimeter of energized equipment as defined by 2.8 above, no clothing made from acetate, nylon, polyester, and rayon alone or in blends shall be worn. Clothing or underwear worn next to the skin shall be made of FR material or

natural fibers. Caution – some of the new synthetic materials melt at temperatures as low as 140 deg. C. Personnel that may be exposed to an electric arc shall wear the FR shirt rated at 8 ATPV over 100% cotton T-shirt in conjunction with FR pants rated at 8 ATPV. Worn and threadbare denim pants do not have the ignition or protective level required shall not be worn. The FR shirt sleeves shall be rolled down and secured at the wrist when exposed to the potential thermal hazard area.

2.10 Contractor shall coordinate and comply with the statutory requirements of all relevant authorities for the due and lawful prosecution of the work. The contractor shall be liable for all monetary fines assessed during construction due to non-compliance on the part of the contractor and subcontractors.

2.11 Unless otherwise approved by the Engineer, the normal working hours shall be limited to Monday through Friday, excluding City's holidays, between 7 a.m. and 3:30 p.m.

2.12 Contractor shall preserve the existing landscape surrounding the substation site. Any damage done to the landscaping in the surrounding area by the Contractor shall be repaired to the City's satisfaction at the cost of the Contractor. This cost is assumed to be part of this bid and bid price.

2.13 **Except as otherwise provided in Section 2.14, Contractor shall furnish all materials, utilities, electrical power, supplies, tools, construction equipment, temporary traffic facilities, and all items of consumable nature that are required to complete the work.**

2.14 The following lists the items that will be furnished by the City:

2.14.1 Anchor bolts for the 12kV Switchgear.

2.14.2 Rebar cages for the concrete piers as shown on the drawings.

2.15 A mandatory prebid meeting will be held in accordance with meeting details posted on the Public Purchase website which will include an inspection of the project site. FR clothing per sections 2.8 and 2.9 shall be required for the on-site inspection.

2.16 **Contractor Submittals and Qualification-** Along with the bid submittal, contractor shall provide a list of substation projects for Electric Utilities only that have been completed in last fifteen years. The project list shall include scope of work, total contract amount, change orders and number of weeks to complete the entire project. The client list shall include the name, address and contact phone numbers of all companies for which the contractor has previously built related projects. **Contractor and its foreman or supervisor assigned for this project must have performed construction projects in at least three electric substations at 60-kV or above, during the last fifteen years. Please identify the name**

and location of your three most recent electric substation projects. Bids will be rejected by any Contractor that does not meet these requirements/qualifications.

2.17 **Time of Completion:** The Contractor shall perform all specified work within the following number of days after the date on the Notice to Proceed.

2.17.1 Work at Pleasant Grove #2 Substation shall take place approximately between late March and early May 2021:

Begin Site Construction	5 calendar days
Switchgear Foundation	25 calendar days
Conduit, Fencing, Ground Grid	15 calendar days

2.18 **Prevailing Wages and DIR Registration Notice** - A portion of the services described herein are for publicly funded projects, considered "public works" as defined by California Labor Code Section 1720 et seq. Any Contractor awarded a contract as the result of this bid shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract. Fee schedules must differentiate hourly rates for public works and private development projects and be consistent with applicable prevailing wage requirements.

Provide documentation verifying that your firm and any sub-consulting firm is registered with the Department of Industrial Relations (DIR), including the Public Works Contractor (PWC) Registration Number for all firms. Consultants are hereby notified that this agreement and task agreements hereunder are, as applicable, subject to compliance monitoring and enforcement by DIR.

2.19 **Mitigation Monitoring and Reporting –**

Mitigation Measure CR-1 (Previously Unidentified Cultural Resources)

(a) Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.

(b) In the event resources are discovered, the City shall request a qualified archaeologist assess the find and determine whether the resource requires further

study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria.

(c) No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources)

If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered professional geologist or qualified professional paleontologist can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The applicant will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.

Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains)

If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Terri Shirhall, Environmental Coordinator, City of Roseville Development Services.

In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed:

(a) The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98.

(b) If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional

archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.

3. DRAWING LIST

355C1-45	Line Post Detail
355C1-46	Gate Detail
356C1-03	Ground Grid
356C1-05	Trench Details
356C1-13A	Foundation Plan (showing new foundations)
356C1-13D	Foundation Plan (showing demolition)
356C1-14	Foundation Details
356C1-19	Pleasant Grove #2 Substation Location Plan
356C1-21	Switchgear Foundation Detail
356C1-22	Stair and Ramp Details

4. EXISTING SITE CONDITIONS

4.1 Existing underground electrical cables energized at 12,000 volts and other control cables are on both sites.

4.2 The existing sites have been graded. After modification work for the project, all area must be restored to the original grading.

4.3 Soils investigation has been carried out in the vicinity, approximately 1100 feet to the south of the substation. A copy of the Geotechnical Report has been provided as a reference.

4.4 Topographic Survey has not been conducted on the site.

5. CONSTRUCTION SURVEYING

5.1 The Contractor shall lay out all proposed improvements in accordance with the plans and these specifications.

5.2 Contractor shall layout all proposed improvements from lines established by the drawings.

6. SITE PREPARATION AND GRADING

6.1 Contractor shall prepare the site in accordance with the drawings and these specifications. Site preparation shall include clearing of existing debris, grading and sub-grade preparation. All trench work must be inspected by Roseville Electric before backfilling.

6.2 Sub-grade preparation shall include areas that will receive crushed rock and aggregate base.

6.3 The area within the limits of the substation site shall be cleared and graded.

6.4 Clearing shall consist of removal of debris, vegetation, waste, or other unacceptable sub-grade material.

6.5 Grading shall include construction of embankment, cutting, shaping, blading, and rolling and all other operations necessary to achieve the proposed elevations, slope and compaction.

6.6 The intent of the grading information shown on the drawings is to provide for a free draining surface.

6.7 Grade tolerance for sub-grade and cut or fill slopes shall be plus or minus one inch from the finished elevation shown on the drawings. However, the tolerance shall not create small pools or otherwise affect the intent of the free draining surfaces.

7. EARTHWORK AND COMPACTION

7.1 Immediately prior to surfacing, the sub-grade shall be shaped to the grade and cross section indicated on the drawings. The top six inches of the sub-grade shall be compacted to 95 percent of maximum density at optimum moisture content as determined by ASTM D698 when that test is appropriate, or to 70 percent relative density as determined by ASTM D4253 and D4254 when these tests are appropriate. This operation shall include any scarifying, reshaping, and wetting required to obtain proper compaction. Soft, organic, and otherwise unsuitable material shall be removed from the sub-grade and replaced with suitable material approved by the Engineer.

7.2 Any deviation of the sub-grade surface in excess of one inch as indicated by a sixteen-foot straightedge, or template cut to typical section, shall be corrected by loosening, adding or removing material, reshaping, and recompacting.

7.3 In cut areas and in areas of less then six inches of compacted fill, the top six inches shall be scarified and thoroughly mixed by discing or blading and watered or aerated as necessary to achieve optimum moisture content. It shall be compacted to 95% relative density.

7.4 Where compacting earth materials is required, materials shall be deposited in horizontal layers and compacted as specified.

7.5 The soil compaction tests shall be performed by an independent testing laboratory approved by the Engineer. The laboratory shall be retained by the Contractor and all costs for laboratory services shall be paid by the Contractor.

8. EXCAVATION AND BACKFILL FOR TRENCHES AND FOUNDATIONS

8.1 Excavation, backfill, and compaction for trenches and structures shall be in accordance with the drawings and these specifications.

8.2 All excavation shall be to the lines and grades required for foundations, conduits, grounding and other facilities. Excavation shall be large enough to allow form removal and working space to backfill and compact.

8.3 The bottom of excavations for foundations shall be a smooth plane with the top six inches compacted to 95 percent relative density. The bottom of drilled holes shall be free of loose or disturbed soil.

8.4 Any over excavation and resultant backfilling, compacting, or concreting will be considered as incidental work and included in the bid prices.

8.5 Backfill shall be free of organic matter, large rocks or any other deleterious material. Rocks or clods larger than 1-1/2 inches in diameter will not be allowed within 6 inches of any conduit or ground wire. All backfill will be subject to the approval of the Engineer. Backfill shall be watered and aerated to an optimum moisture content in successive lifts not to exceed six inches and compacted to relative density of 95 percent.

8.6 No backfill shall be made until the work to be covered has been approved by the Engineer. External back filling materials must be approved by the Engineer before use.

8.7 Contractor shall locate, protect, shore, brace, support, and maintain all existing underground pipes, conduits, drains, and other underground construction which may be uncovered or otherwise affected by the work.

8.8 Existing improvements and underground facilities have been plotted from the best information available. However, this information is not complete or accurate. There may be additional existing facilities. The utility information shown on the plans shall not relieve the Contractor of the responsibility of using caution and good judgment. It is the responsibility of the Contractor to ascertain the exact location of all existing facilities and to avoid damaging them.

8.9 Existing improvements that are damaged shall be replaced to an original or better condition. All repair and restoration shall be to the satisfaction of the City of Roseville.

8.10 Excavation by machinery shall be approved by the Engineer or City's Electric Department representative in consideration of the safe electrical working clearances and close proximity to the existing energized conductors and underground conduits. The contractor must pot-hole and locate the exact location of the underground 12-kV conduits before any excavation and drilling near the cables location identified by the Electric Department as part of the USA requirements.

8.11 All work shall be carried out effectively and tidily to ensure minimum inconvenience to the substation operation. All drains and gullies shall be kept clear of excavation materials at all times.

8.12 Drilling equipment for drilling the pier foundations shall have sufficient power for drilling the piers in the soil conditions present on site. The Geotechnical Report is included in this manual. Drilling equipment must also comply with the height requirements referenced in Section 2.6.

9. UNDERGROUND CABLE CONDUITS AND TRENCHES

9.1 The underground power cable and control cable conduits and trench system shall be installed as shown on the drawings and the requirements stated in the City of Roseville Specifications for Commercial Construction.

9.2 Power conduits and couplings shall be minimum Schedule 40 PVC. The solvent used shall be in accordance with ASTM-2564 for PVC. All conduits shall be blown free of water and debris. A 3/8" diameter nylon pull rope shall be provided for each conduit.

9.3 All conduits shall be proven by a proving mandril equal to 80 percent of the conduit diameter. The proving tests shall be witnessed and approved by the Engineer or his representative.

9.4 Conduits that are encased in concrete shall be encased with a 3/8" aggregate concrete mix with a seven inches slump and with a normal strength of 2,500 lbs. The encasement shall cover at least three inches on any side of the conduits. All conduit outlets must be set perfectly vertical or inclined at an angle at the bottom of the trench to the direction as showed on the drawings.

10. GROUNDING SYSTEM

10.1 Contractor shall locate the existing grounding conductors as shown on the Drawings. The contractor shall provide the grounding conductors, welding materials and perform the

connections to the ground grids.

10.2 The Contractor shall install ground rods, grounding conductors and pig-tails for the equipment structures as shown on the Drawings.

10.3 All grounding grid conductors and rods shall be connected by exothermal welding, e.g. Cadweld or approved equivalent.

10.4 If the location of any concrete foundations or piers conflicts with the existing grounding conductors, the location of the foundations shall have priority. The grounding conductors shall be rerouted so that they do not pass through any concrete foundation.

10.5 The reconfiguration of any grounding conductors to avoid concrete foundations shall be approved by the Engineer or his representative.

11. REINFORCED CONCRETE FOUNDATIONS

11.1 The Contractor shall construct the reinforced concrete foundations in accordance with the drawings and these specifications.

11.2 The foundation shall be accurately located, sized and plumbed. The maximum variation of any foundation from its designed location shall not be more than two (2) inches. **The variation of the top surface of all foundations shall not exceed 1/8 inch in 12 feet.** All edges shall be chamfered. The Contractor shall employ a licensed surveyor to stake the foundation locations and to check the tolerance of the top surface of the foundations.

11.3 The surplus excavated materials shall become the property of the Contractor and shall be removed from the site. All excavation shall be made to the lines and grades shown on the drawings. The bottom surface of the excavation shall be free of loose or disturbed material. Any over excavation and resulting backfilling, compacting, or concreting shall be considered incidental. No separate payment will be made.

11.4 No classification of excavated materials will be made except for identification purposes. Foundation excavation shall include the removal and subsequent handling of all materials encountered in excavating the foundation to the depth required.

11.5 Blasting will not be permitted on the site.

11.6 The steel support structure foundation piers shall be drilled with an auger in earth and with a rock drill in rock. Casings shall be used where the sides of the excavation are unstable and may be used at all locations. Drilling equipment shall be designed to drill straight and clean holes. Casings, if used, shall be installed as the drilling proceeds or immediately after the auger is withdrawn as required to prevent sloughing and caving of

the excavation walls. Contractor may elect to advance the excavation and facilitate the removal of cuttings by utilizing a densified fluid.

11.7 Casings shall be of steel or fiber construction and shall be of ample strength to withstand handling and installation stresses. Casing shall be removed as the concrete is placed. The casing extraction shall be facilitated by the use of a vibratory extractor. During removal the casing shall be continually plumb and the concrete surface within the casing shall be continually observed for maintenance of concrete "head" sufficient to offset the external water head of the casing. A minimum head of 4 to 5 feet of concrete shall be maintained above the bottom of the casing during casing extraction.

11.8 Control joints shall be placed on foundations as shown on the drawings. The Burke "Key Kold Joint" compound or equal shall be used.

11.9 Concrete work for foundation shall conform to the requirements of the section entitled "Cast-in-Place Concrete" and to these additional requirements. Concrete shall reach a minimum compressive strength of 3,500 psi in 28 days unless otherwise specified on the drawings. For each cement truck load only, Contractor shall employ an independent testing laboratory to take concrete samples at the job site and to perform compression testing at 14 and 28 days for compliance with these specifications. One test shall be performed on each batch of concrete. The testing laboratory shall be approved by the Engineer.

11.10 All water and loose materials shall be removed from the holes before any concrete is placed. Foundation holes shall be dry except as specified hereinafter. **No concrete shall be poured without prior inspection by City Engineer.**

11.11 Concrete shall be placed with a tremie or funnel to prevent segregation and the top six feet shall be rodded or vibrated to provide a dense mass free of voids. As placed, the concrete shall have a slump between 2-1/2 and 4 inches. During the filling of the holes, if water begins to accumulate on the top of the concrete, the amount of water in succeeding batches shall be reduced. Should there be an accumulation of scum or laitance on the top of the concrete, it shall be removed and additional concrete shall be placed to bring the foundation back to the proper elevation.

11.12 After the concreting is started for each foundation, it shall be completed in a continuous process. A sufficient quantity of concrete to fill the foundation shall be in delivery trucks at the foundation site when the first concrete is placed in each foundation. If the concreting of any foundation is suspended for more than 30 minutes before the foundation is completed, laitance and water shall be removed from the joint surface and the joint surface shall be coated with epoxy bonding compound before concreting is resumed. In order to provide for an emergency stoppage, bonding compound shall be at the site before the concreting of foundations is started.

11.13 Foundations shall be reinforced as indicated on the drawings and all reinforcements shall be installed and secured to prevent shifting during the placement of concrete. Anchor bolt cages for steel pole foundations shall be installed plumb and within 1/8 inch of their specified plan location. The upper portion of the foundations shall be formed where indicated on the drawings. Shores and frames shall remain in place a minimum of two days and may be removed only when the concrete has reached a strength capable of supporting its weight safely. Each foundation shall be cured for at least 7 days by continuous saturation with water or the use of membrane curing compound as specified in the section entitled "Cast-in-Place Concrete".

11.14 Records shall be kept by the Contractor indicating the exact volume of each foundation excavated and this volume shall then be compared to the volume of concrete actually placed in each foundation. A lesser amount of concrete placed than calculated may indicate faulty foundation construction. In the event of such an occurrence, the Engineer shall be notified, and immediate remedial action shall then be taken by the Contractor.

11.15 Concrete shall not be deposited under water except with specific permission of the Engineer.

For concrete deposited under water, the limiting requirements shall be adjusted to provide not more than six inches of slump and to increase the cement factor by one sack per cubic yard. Any extra charges for these changes by the concrete supplier shall be borne by the Contractor.

Underwater concrete shall be placed through tremies. The tremies shall be equipped with a tremie seal at the lower end and a hopper at the upper end. The tremie shall be watertight and large enough to allow a free flow of concrete. After the flow of concrete is started, the lower end of the tremie shall be kept below the surface of the deposited concrete. Agitation of the deposited concrete shall be avoided. When necessary to move laterally, the tremie shall be lifted free of the concrete and lowered vertically at the new location. The entire mass of concrete shall be placed as quickly as possible so that it will flow into place without the necessity of horizontal shifting below water.

The water shall be quiescent when concrete is deposited therein. After placing, the ground water level in the area adjacent to the foundation shall be kept static until the concrete has taken its initial set.

11.16 The anchor bolt cage and the rebar cage shall be clean, dry and free of rust, dirt and oil. Anchor bolt cage may be welded to hold its shape. The rebar cage shall NOT be welded. No welds will be permitted for the rebar cage.

11.17 Any Anchor bolts for the foundations supplied by the contractor shall conform to ASTM

A-307 and be galvanized in accordance with ASTM A-153.

12. CAST-IN-PLACE CONCRETE

12.1 General. This section covers cast-in-place concrete and includes reinforcing steel, forms, finishing, curing, grouting, and other appurtenant work. Contractor shall submit concrete mix specifications prior to ordering to the City Engineer in order to confirm it complies with these specifications.

Cast-in-place concrete shall be in accordance with the latest applicable requirements of the Federal Specifications, ACI, ASTM, and CRSI, except as modified by these specifications.

12.2 Materials. Materials shall be in accordance with these requirements:

Cement:	ASTM C150, Type I & II
Fine Aggregate:	Clean natural sand, ASTM C-33
Coarse Aggregate:	Crushed stone, washed gravel, or other acceptable inert granular material conforming to ASTM C-33. Maximum size of aggregate to be 3/4".
Water:	Clean and free from deleterious substances.
Air-entraining Agent:	ASTM C260
Plasticizing Retarder:	ASTM C494, Type B or D
Plasticizer:	ASTM C494, Type A
Reinforcing Steel Bars:	ASTM A615-85, Grade 60
Forms:	
Plywood:	Product Standard PSI, waterproof, resin-bounded, exterior type Douglas Fir.
Lumber:	Straight, uniform width and thickness, and free from knots, offsets, holes, dents, and other surface defects.
Chamfer Strips:	Clear pine, surface against concrete shall be planed.

Form Oil:	Light colored paraffin oil or other acceptable non-staining material.

13. CRUSHED ROCK SURFACING

13.1 Contractor shall furnish and restore crushed rock in accordance with the drawings and these specifications. Rock shall be washed and a uniform size of 3/4-inch with 100% fractured faces. The rock shall be clean and free of deleterious materials for its intended use. The rock surfacing shall have a minimum thickness of six inches or as indicated on the drawings.

13.2 Prior to applying the crushed rock surfacing, the Contractor shall apply weed eradicator and soil fumigant in strict accordance with the manufacturer's instructions. Contractor is cautioned to apply weed eradicator and soil fumigant only to the crushed rock surfacing areas and to refrain from applying such material when conditions may cause drifting to areas which are not to be treated.

13.3 The rock surfacing shall be smooth, hard and tight and free draining. Rock shall be spread evenly without humps or depressions.

14. AGGREGATE BASE

14.1 Contractor shall furnish, place and compact aggregate base in accordance with the drawings if required for touch up area. The materials and application of aggregate base shall comply with Section 26 of the CALTRANS "Standard Specifications", latest edition, and these specifications.

14.2 The subgrade shall be prepared in accordance with Section 7, Earthwork and Compaction.

14.3 The aggregate base shall be compacted, trimmed and shaped by blading and rolling to produce a hard and tight surface. The finish surface shall be true to grade and free of segregation, irregularities, depression, or loose material. The compacted aggregate base shall have a uniform thickness of six (6) inches. The surface of the aggregate base shall not vary more than 0.05-foot above or below the grades shown on the drawings. The relative compaction for aggregate base shall not be less than 95 percent. The maximum aggregate size shall be 3/4-inch.

15. FENCING

15.1 The location of the alterations to the substation fencing shall be as shown on the drawings.

15.2 The contractor shall utilize temporary fencing as required to maintain the security of the substation. This may be taken down as necessary while work is actively being performed but must be in place at the end of the workday.

15.3 For the existing fencing that is being removed, the concrete foundations and grounding conductors shall be removed also.

15.4 The portion of interior fencing that is being added shall be designed and installed to match the existing interior fencing in height, spacing of fence posts, depth of post burial, and diameter of the concrete foundation. No drawings are available, contractor shall bid according to their observations on the site job walk.

15.5 The exterior fencing and gates that are to be added shall be designed and installed to match the existing exterior fencing and gates in height, spacing of fence posts, depth of post burial, and diameter of the concrete foundation. Drawings of similar design have been included for reference only.

15.6 All new fencing and gates shall be grounded in accordance with the drawings.

16. EROSION AND SEDIMENT CONTROL

16.1 Contractor shall supply and implement all necessary Best Management Practices (BMP's) in order to control erosion and preven sediment from entering the stormwater system.

16.2 Measures shall include but not limited to the following:

16.2.1 Geotextiles and mats.

16.2.2 Velocity dissipation devices.

16.2.3 Silt fence.

16.2.4 Sediment basin or trap.

16.2.5 Fiber rolls.

16.2.6 Street sweeping and vacuuming.

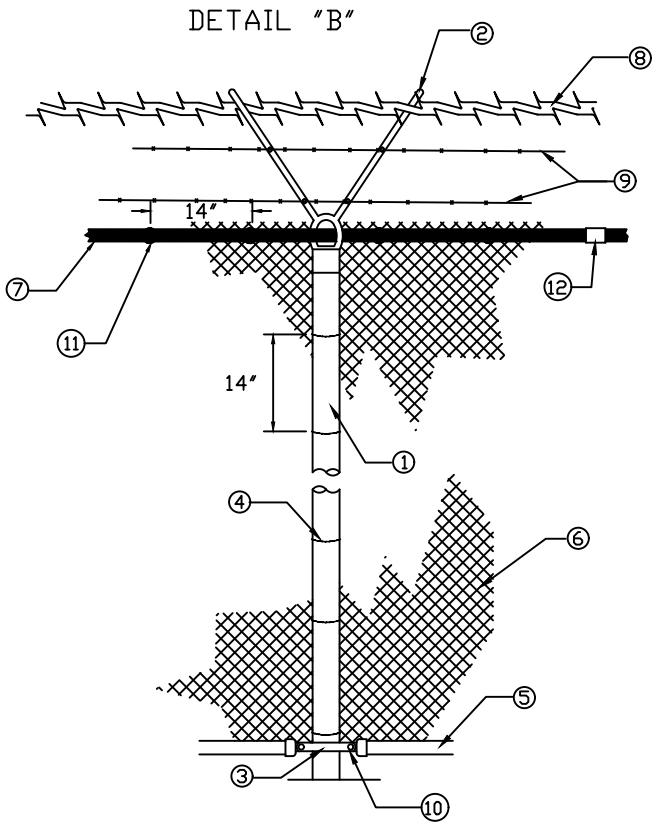
16.2.7 Sand bag or straw bale barrier.

17.2.8 Storm drain inlet protection.

17.2.9 Biofilter bags.

17.2.10 Wind erosion control by applying water suppressants.

17.2.11 Entrance/outlet tire wash or wash station for necessary equipment.



MATERIALS:

1. 2.875" x 11.5' LINE POST
2. 2.875" LINE POST EXTENSION ARM
3. 2.875", 180° LINE RAIL CLAMP
4. 9 GAUGE FABRIC TIES OR POST CLIPS, 7/POST
5. 1.660" SCH. 40 PIPE FOR BOTTOM RAIL
6. 9 GAUGE, 3.5" x 5.5" FABRIC W/ REDWOOD SLATS
7. 1.660" SCH. 40 PIPE FOR TOP RAIL
8. ULTRA-BARRIER
9. BARBED WIRE
10. 1 1/4" X 5/16" GALVANIZED STEEL CARRIAGE BOLTS (TYP)
11. 9 GAUGE FABRIC TIES
12. 1.660" SCH 40 PIPE COUPLING

NOTE: LINE POSTS TO BE EQUALLY SPACED NOT TO EXCEED 10' ON CENTER.

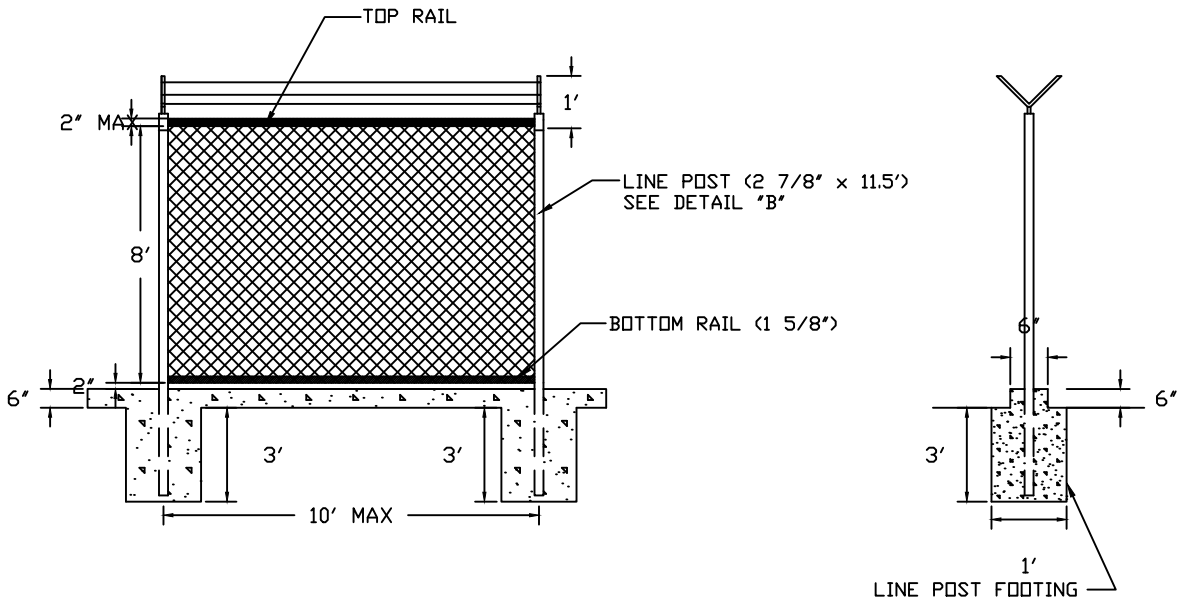


FIG. 2 STANDARD LINE POST DETAIL

FORMERLY FILE DWG # 355-1702

Roseville Electric
Reliable Energy • Dependable Service
(916) 774-5601

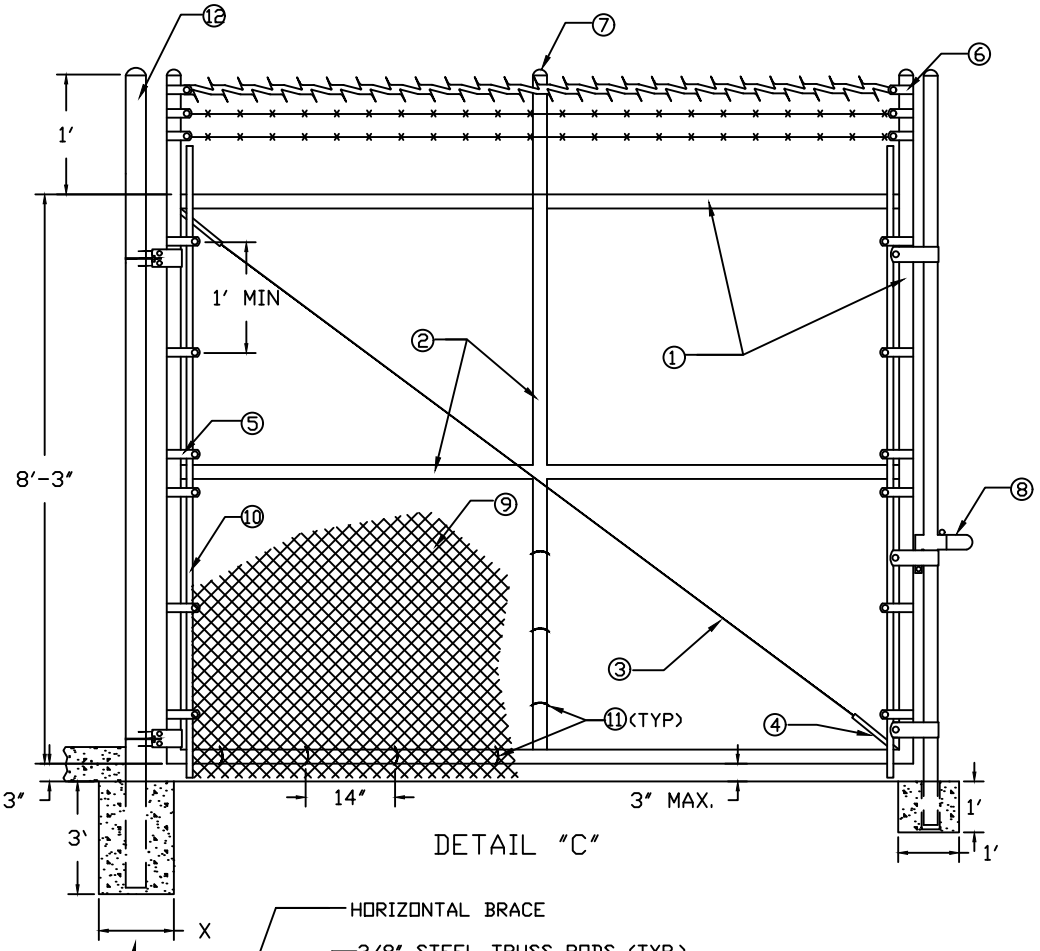
ENG.: HUNG	APPR.:	SCALE: NONE	JOB NO. 974001
DR.: BUTLER		DATE: 12/3/91	

PLEASANT GROVE SUBSTATION
(8 FOOT FENCE)

SHT. 2 OF 3

ACCOUNT NO.

DRAWING NO. 355C1-45



DETAIL "C"

MATERIALS:

1. 1.875" SCHEDULE 40
2. 1.625" SCHEDULE 40
3. 3/8" STEEL TRUSS ROD
4. TRUSS ROD TIGHTENER
5. 1.875" TENSION BAND
6. 1.875" BRACE BAND
7. 1.875" POST CAP
8. DROP ROD ASSEMBLY
9. 9 GAUGE, 3.5"x5.5" FABRIC W/REDWOOD SLATS
10. 3/16" x 3/8" STEEL TENSION BAR
11. 9 GAUGE FABRIC TIES OR POST CLIPS
12. 11.5' GATE POST (SEE TABLE BELOW FOR DIAMETER.

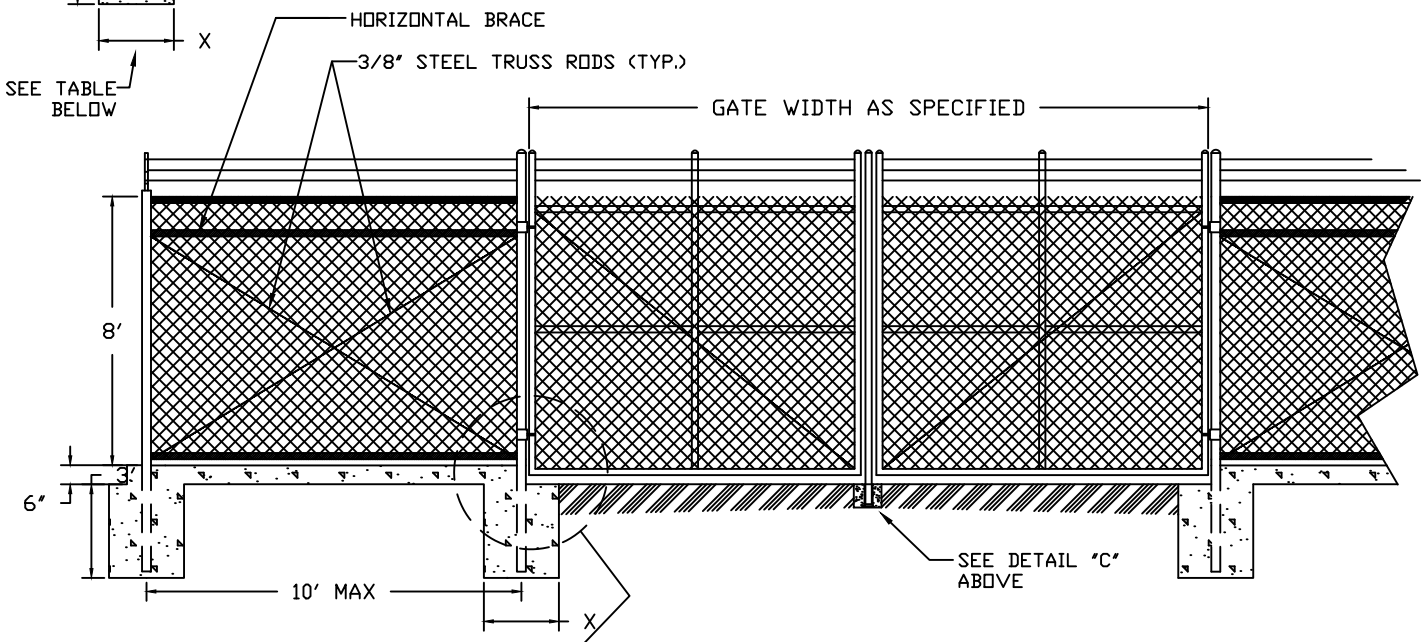
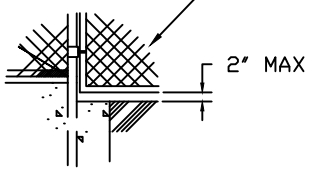


FIG. 3 STANDARD GATE DETAIL



GATE POSTS

HGT	GATE WIDTH	ROUND (O.D.)	SCHED. 40 (LBS/FT)	TUF-40 (LBS/FT)	GATE POST HOLE DIA. (X") MIN
12.5'	29'	8.625"	28.55	N/A	36"

FORMERLY FILE DWG # 355-1703

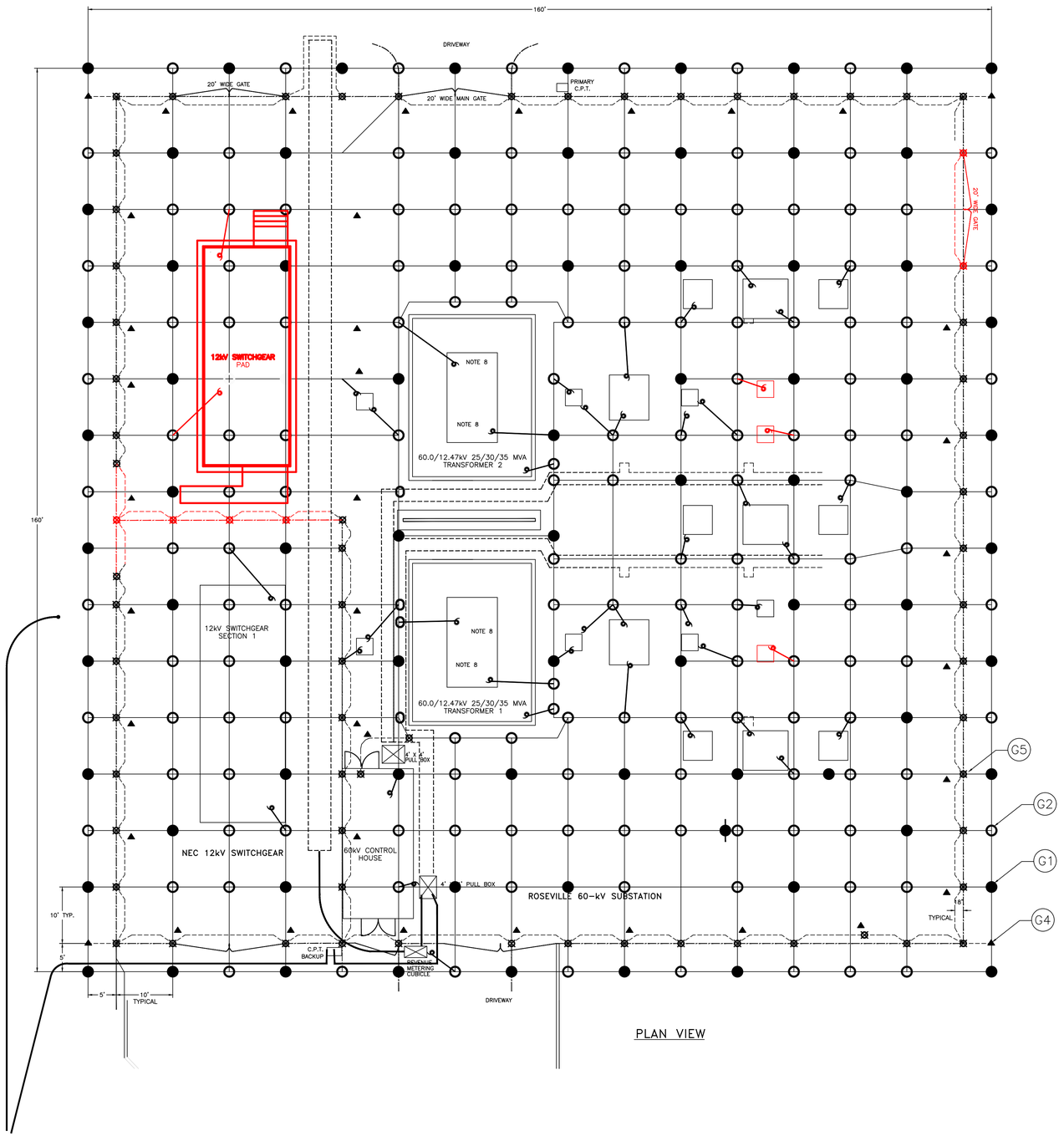
Roseville Electric
Reliable Energy • Dependable Service
(916) 774-5601

ENG.: HUNG	APPR.:	SCALE: NONE	JOB NO. 974001
DR.: BUTLER		DATE: 12/3/91	ACCOUNT NO.

PLEASANT GROVE SUBSTATION
(8 FOOT FENCE)

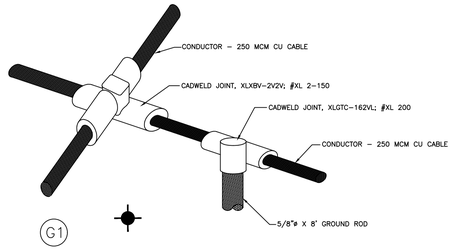
SHT. 3 OF 3

DRAWING NO. 355C1-46

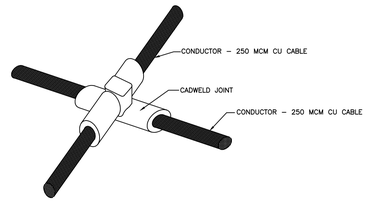


PLAN VIEW

NORTH

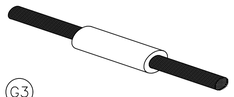


G1



G2

XLXBV-2V2V; #XL 2-150



G3

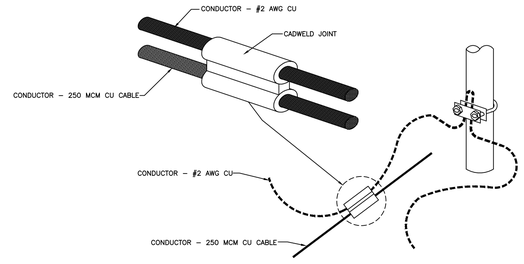
XLSSC-2C; #XL 115
(FOR CONNECTION OF 250 MCM CU CONDUCTOR)

LEGEND

- PROPERTY BOUNDARY (NOT YET DETERMINED)
- SUBSTATION FENCE
- GROUND GRID CONDUCTOR (250 MCM CU)
- #2 CU CONDUCTOR (FOR FENCE GROUNDING)
- PIGTAIL (500 MCM CU.)

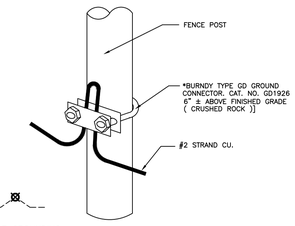
NOTES:

1. NO GROUND CABLE SHALL BE IN CONTACT WITH REBAR.
2. IF DRILLING IS NECESSARY FOR PLACEMENT OF GROUND RODS, MINIMUM DIAMETER OF THE HOLE SHALL BE 6". NATIVE SOIL BACKFILL SHALL BE DRIVEN INTO THE HOLE AND COMPACTED AT 95%.
3. GROUND GRID CONDUCTOR SHALL BE 250 MCM COPPER.
4. PIGTAIL CONDUCTOR SHALL BE 500 MCM COPPER, 6 FEET ABOVE GROUND AND PLACE NEAR THE FOUNDATIONS.
5. FENCE GROUNDING SHALL BE #2 AWG COPPER WITH CONNECTION TO STATION GROUND AS SHOWN.
6. ALL GROUND GRID CONNECTIONS SHALL BE JOINED BY CADWELD OR EQUIVALENT METHOD.
7. THE CONTRACTOR SHALL SUPPLY ALL GROUNDING MATERIALS AND CADWELD MOLDS AND WELD MATERIALS.
8. PLEASE REFER TO TRANSFORMER FOUNDATION DRAWING FOR THE LOCATION OF THE PIG TAILS. LEAVE 6 FEET ABOVE THE PAD.



G4

XLHD PTC 2V2G; #XL 250

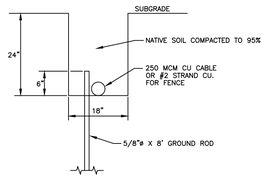


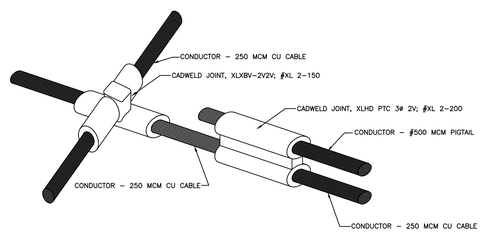
G5

FENCE GROUNDING

TRENCH DETAIL

TYPICAL GROUND GRID TRENCH





G6

REV	BY	DATE	DESCRIPTION	APPR.
4	KA	6/24/99	AS-BUILTS	
3	KA	3/8/99	AS-BUILTS	
2	KA	7/24/98	AS BUILT	
1	KA	9/29/97	AS BUILT RECORD UPDATE	

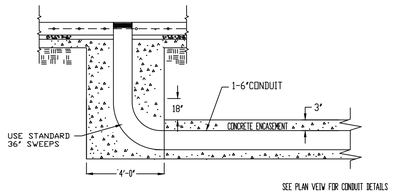
CITY OF ROSEVILLE CALIFORNIA

ELECTRIC DEPARTMENT
(916) 774-5601

TITLE: PLEASANT GROVE #2 GROUND GRID

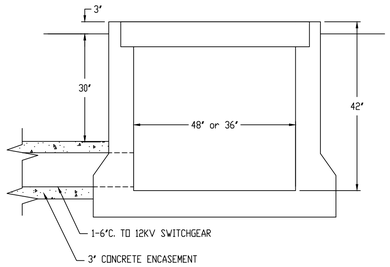
ENG. M.FOK/K.HUNG | APPR. C.CUNHA | SCALE 1"=10'
DR. ROD BUTLER | DATE 3/19/97

JOB NO. 974101
ACCOUNT NO. 40001-6130
DRAWING NO. 356C1-03



TYPICAL SECTIONAL VIEW FOR SWITCHGEAR CONDUITS

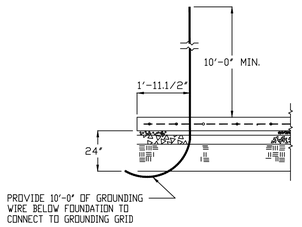
NOT TO SCALE



CONCRETE CABLE TRENCH AXLE LOAD 32,000 LBS.

NOT TO SCALE

FOR INFORMATION ONLY

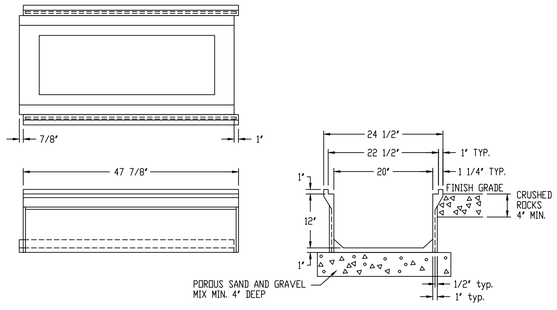


NOTES:

1. GROUND TAIL TO BE 500 MCM CU CABLE
2. 10'-0" OF GROUND TAIL TO BE SUPPLIED ABOVE AND BELOW SWITCHGEAR FOUNDATION
3. GROUND TAIL TO EXTEND DOWN 24" BELOW FOUNDATION TO A POINT APPROXIMATELY 2'-0" FROM THE FOUNDATION, THE REMAINING COIL IS TO BE LEFT THERE AND LOCATION MARKED FOR FUTURE CONNECTION TO GRID.
4. PRIOR TO POURING CONCRETE, ALL WORK IS TO BE INSPECTED BY THE CITY OF ROSEVILLE ELECTRIC DEPARTMENT.

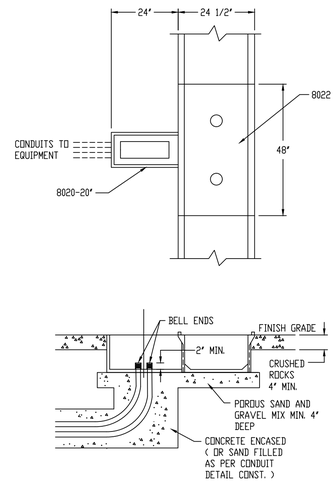
GROUND TAIL DETAIL

NOT TO SCALE



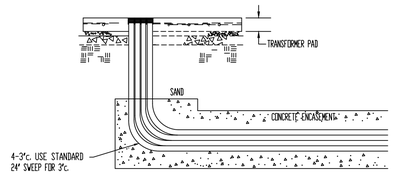
TYPICAL DETAILS OF CONCAST 8020 TRENCH SYSTEM

NOT TO SCALE



TYPICAL CONCAST 8020 TEE CONNECTION

(TRENCH COVERS NOT SHOWN) NOT TO SCALE



TYPICAL SECTIONAL VIEW FOR TRANSFORMER CONDUITS

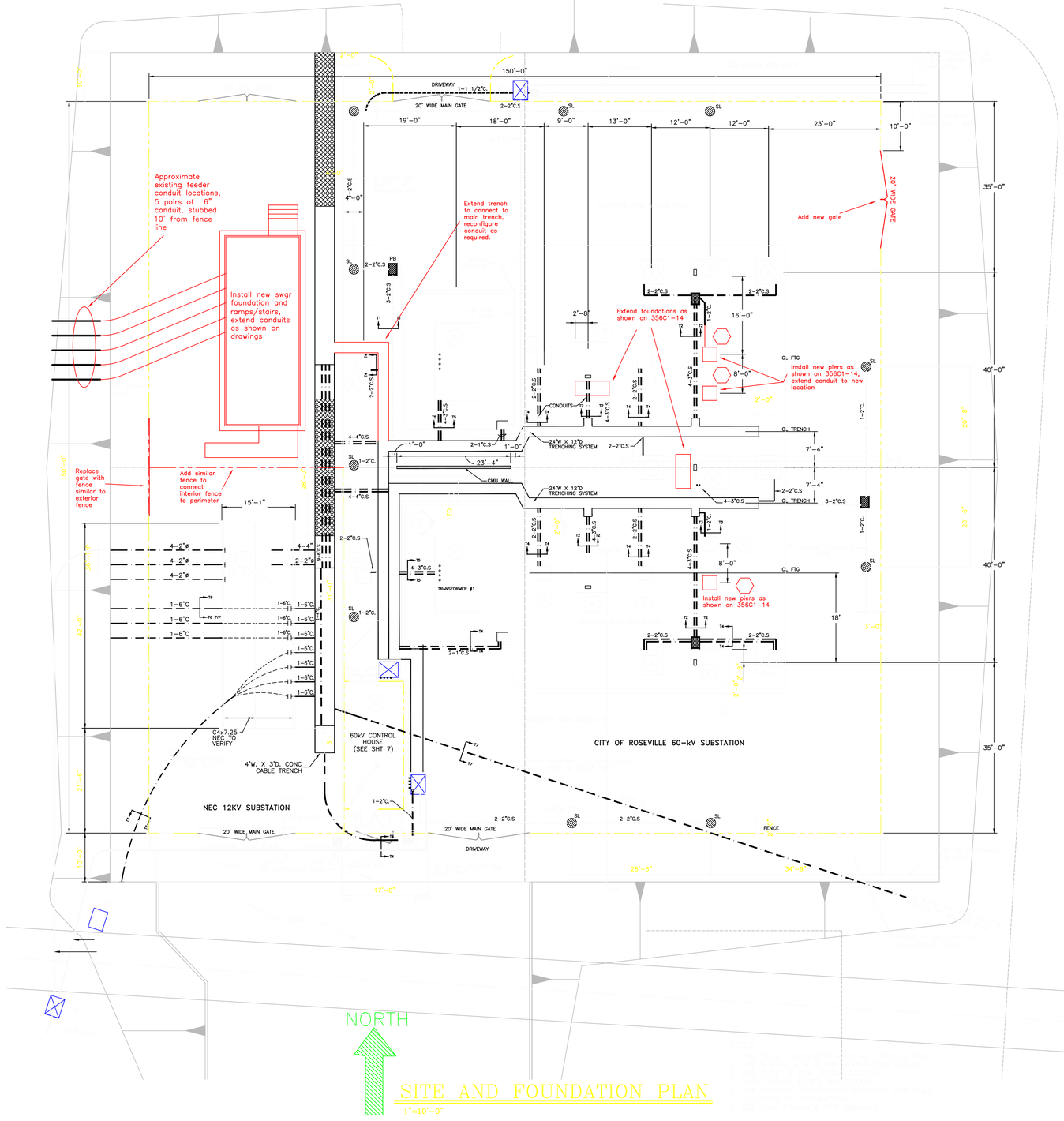
NOT TO SCALE

PLEASANT GROVE NO.2 SUBSTATION

REV	BY	DATE	DESCRIPTION	APPR.
1	KA	6/11/99	REVISE TITLEBLOCK	-

Roseville Electric
Reliable Energy • Dependable Service
(916) 774-5601

ENG.:MJFOK/HUNG APPR.:	SCALE: 1"=10'	JOB NO. 974101
DR.: R.BUTLER/K.ANDREWS	DATE: 3/20/97	
PLEASANT GROVE NO.2 SUBSTATION TRENCH DETAILS		ACCOUNT NO. 40001-6130
		DRAWING NO. 356C1-05

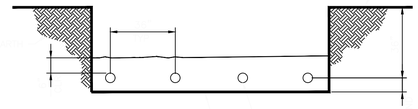


SITE AND FOUNDATION PLAN

1"=10'-0"

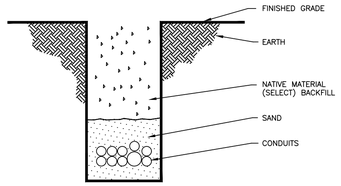
TYPICAL DETAIL T7

(NOT TO SCALE)



TYPICAL TRENCH DETAIL:

(NOT TO SCALE)



NOTES:

1. PROVIDE 3" CLEARANCE FROM SIDES AND BOTTOM OF TRENCH TO ANY CONDUIT.
2. PLACE 6" SAND COVER OVER CONDUITS, AND 3" SAND ON BOTTOM AND SIDES OF CONDUITS– "JET" CONDUITS INPLACE TO 90% COM– PACTION– NO MECHANICAL EQUIPMENT

LEGEND:

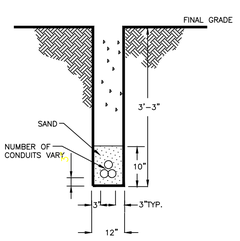
- PULL BOX (CRISTY N40 CONCRETE BOX OR EQUIVALENT). TOP OF BOX TO BE PLACED 1" ABOVE FINISHED GRADE
- LIGHTING POLE (250 WATT H.P.S. I.T.T. 185 SERIES INTERSTATE LUMINAIRES OR EQUIVALENT). TYPICAL 35' HEIGHT
- WIRING CONDUIT
- LIGHTING SUPPLY CONDUIT
- AGGREGATE BASE ACCESS ROAD
- CRUSHED ROCK SURFACE
- CHAIN LINK FENCE
- CONCRETE FOUNDATION

GENERAL NOTES:

1. ALL AREAS NOT COVERED BY AGGREGATE BASE OR CONCRETE SHALL HAVE 4" OF CRUSHED ROCK
2. LANDSCAPING, GRADING & FINAL SUBSTATION YARD LEVEL WHEN SITE OF SUBSTATION IS DETERMINED
3. LAYOUT & GRADING OF CUSTOMER SUBSTATION SHALL BE DESIGNED WHEN DETAILS OF SWITCHGEAR IS AVAILABLE.

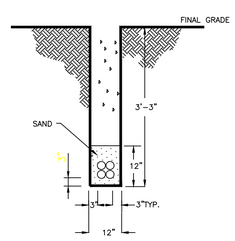
TYPICAL DETAIL T1 FOR OUTDOOR LIGHTING

(NOT TO SCALE)



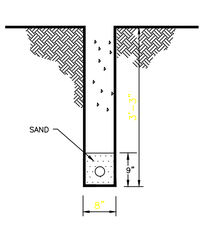
TYPICAL DETAIL T2

(NOT TO SCALE)



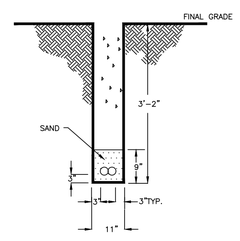
TYPICAL DETAIL T3

(NOT TO SCALE)



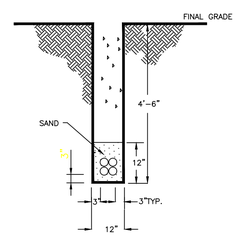
TYPICAL DETAIL T4 FOR 2-2"C.S

(NOT TO SCALE)



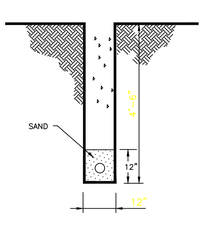
TYPICAL DETAIL T5

(NOT TO SCALE)



TYPICAL DETAIL T6

(NOT TO SCALE)



PROJECT:

NEC ELECTRONICS INC.
Roseville, California
ELECTRICAL SUBSTATION

OBAYASHI CORPORATION
ROSEVILLE PROJECT OFFICE
1098 MELODY LANE, SUITE 401
ROSEVILLE, CA. 95678-5138
PHONE: (916)773-6412 FAX: (916)773-0824

MÀOÁRÊTÉOÁNÁ Á&Á ÁPÁÎTÍÁÉLÓÁNÁ ÁÍÁNÁÐ
CÁÍÁVÁÜ§LÁ ÆÁNÁGÁÜ¾NÁ§ÉÁEÁRÁÜ¾NÁGÁ Á^Á ÁPÁÍÆÁÁN¾NÁ§LÁ NÁGÁ Á^Á ÁSÁÜÑÐVÁÝÉÁNÁG
1788 TRIBUTE ROAD, SUITE 200, SACRAMENTO, CA 95815
PHONE: 916/927-2400 FAX: 916/567-0120

COMPUTED	
DESIGNED	WHR
DRAWN	
PROJ. ENGR.	WHR

REVISIONS

1	RECORD DRAWINGS	12/1/97

COLE YEE SCHUBERT & ASSOCIATES
STRUCTURAL ENGINEERS INC.
2500 VENTURE OAKS WAY
SUITE 300
SACRAMENTO, CA 95833
(916) 920-2020

DÉAäTPE	APRIL, 1997
SÀHÆÁÉÆT	1
O?F	8

JOB NO. 960161

REV	BY	DATE	DESCRIPTION	APPR.
3	KA	9/20/99	AS-BUILTS	–
2	KA	6/24/99	AS BUILT	
1	KA	7/24/98	UPDATE	

PLEASANT GROVE #2 SUBSTATION

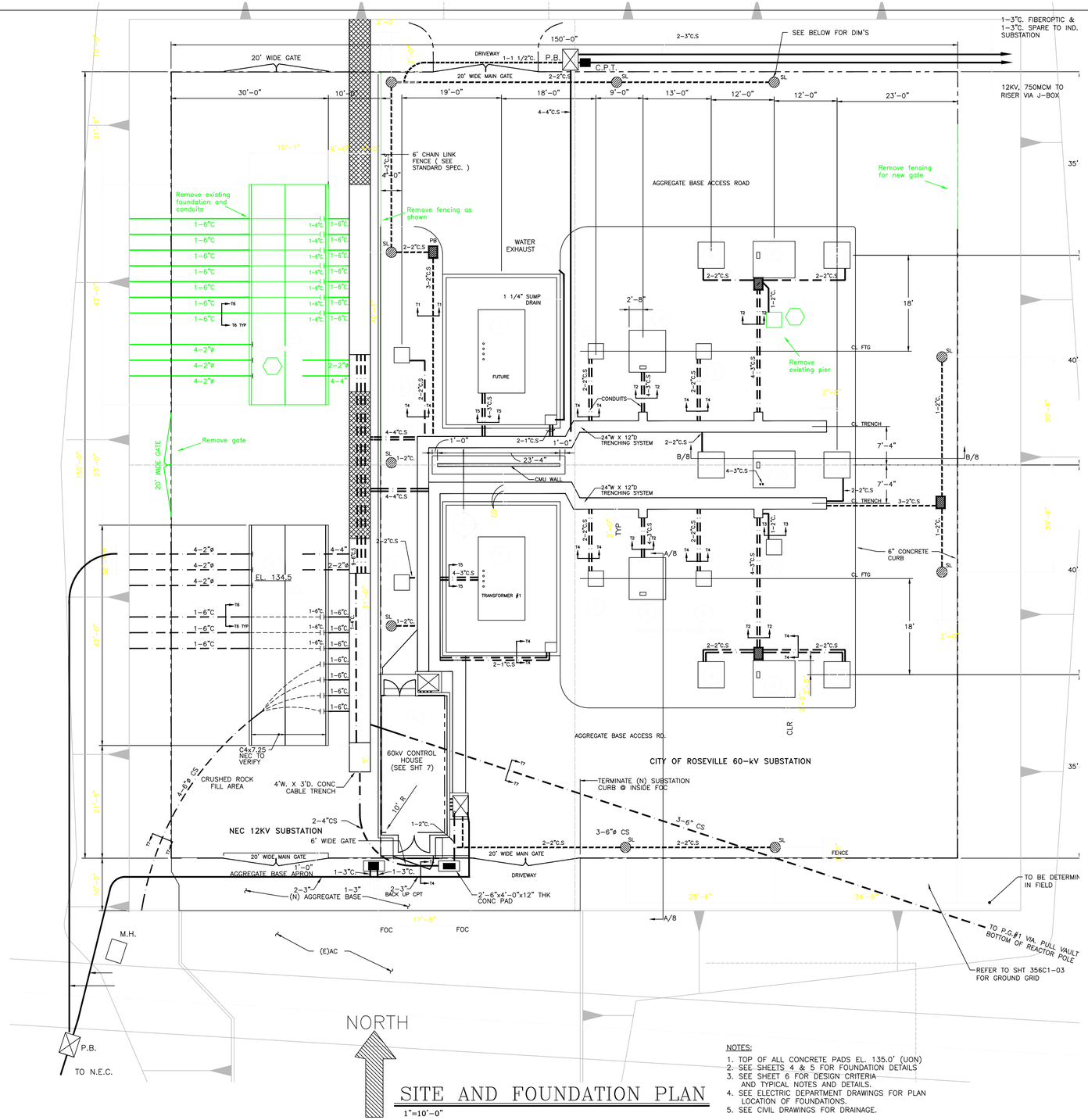
ELECTRIC DEPARTMENT
(916) 774-5601

FOUNDATION PLAN
TITLE SHT. 3 OF 8

ENG. M.FOK	APPR.	SCALE	NONE
DR. K.ANDREWS		DATE	5/19/98

JOB NO. 974101
ACCOUNT NO. 40001
DRAWING NO. 356C1-13

Sht3.dwg 12197 34244



SITE AND FOUNDATION PLAN

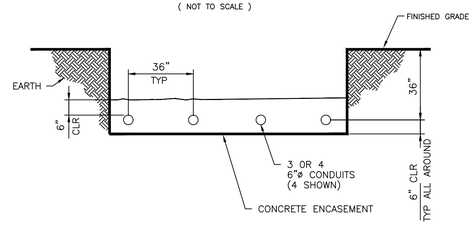
1"=10'-0"

NOTES:

1. TOP OF ALL CONCRETE PADS EL. 135.0' (UON)
2. SEE SHEETS 4 & 5 FOR FOUNDATION DETAILS
3. SEE SHEET 6 FOR DESIGN CRITERIA AND TYPICAL NOTES AND DETAILS.
4. SEE ELECTRIC DEPARTMENT DRAWINGS FOR PLAN LOCATION OF FOUNDATIONS.
5. SEE CIVIL DRAWINGS FOR DRAINAGE.

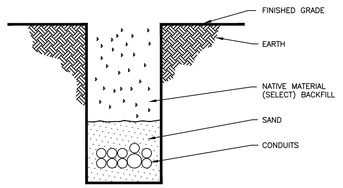
TYPICAL DETAIL T7

(NOT TO SCALE)



TYPICAL TRENCH DETAIL:

(NOT TO SCALE)



NOTES:

1. PROVIDE 3" CLEARANCE FROM SIDES AND BOTTOM OF TRENCH TO ANY CONDUIT.
2. PLACE 6" SAND COVER OVER CONDUITS, AND 3" SAND ON BOTTOM AND SIDES OF CONDUITS— "JET" CONDUITS INPLACE TO 90% COM— PACTION— NO MECHANICAL EQUIPMENT

LEGEND:

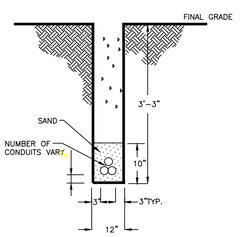
- PULL BOX (CRISTY N40 CONCRETE BOX OR EQUIVALENT). TOP OF BOX TO BE PLACED 1" ABOVE FINISHED GRADE
- LIGHTING POLE (250 WATT H.P.S. I.T.T. 185 SERIES INTERSTATE LUMINAIRES OR EQUIVALENT). TYPICAL 35' HEIGHT
- WIRING CONDUIT
- LIGHTING SUPPLY CONDUIT
- AGGREGATE BASE ACCESS ROAD
- CRUSHED ROCK SURFACE
- CHAIN LINK FENCE
- CONCRETE FOUNDATION

GENERAL NOTES:

1. ALL AREAS NOT COVERED BY AGGREGATE BASE OR CONCRETE SHALL HAVE 4" OF CRUSHED ROCK
2. LANDSCAPING, GRADING & FINAL SUBSTATION YARD LEVEL WHEN SITE OF SUBSTATION IS DETERMINED
3. LAYOUT & GRADING OF CUSTOMER SUBSTATION SHALL BE DESIGNED WHEN DETAILS OF SWITCHGEAR IS AVAILABLE.

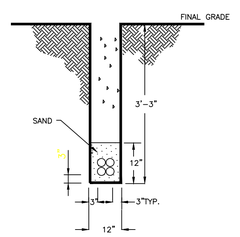
TYPICAL DETAIL T1 FOR OUTDOOR LIGHTING

(NOT TO SCALE)



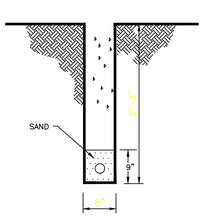
TYPICAL DETAIL T2

(NOT TO SCALE)



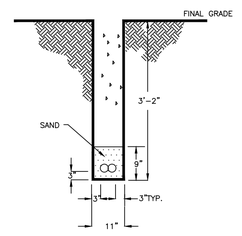
TYPICAL DETAIL T3

(NOT TO SCALE)



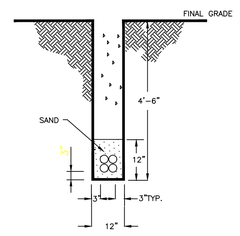
TYPICAL DETAIL T4 FOR 2-2"C.S

(NOT TO SCALE)



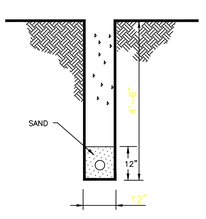
TYPICAL DETAIL T5

(NOT TO SCALE)



TYPICAL DETAIL T6

(NOT TO SCALE)



PLEASANT GROVE #2 SUBSTATION

REV	BY	DATE	DESCRIPTION	APPR.
3	KA	9/20/99	AS-BUILTS	–
2	KA	6/24/99	AS BUILT	
1	KA	7/24/98	UPDATE	

PROJECT:
NEC ELECTRONICS INC.
Roseville, California
ELECTRICAL SUBSTATION

OBAYASHI CORPORATION
ROSEVILLE PROJECT OFFICE
1098 MELODY LANE, SUITE 401
ROSEVILLE, CA. 95678-5138
PHONE: (916)773-6412 FAX: (916)773-0824

MAOARETEOANA A&A APAITIAELOOAA AIANA
CAIAVAISLA AEANAGAISNSEAEARAISNAGA A*A APALKAANSNSN NAGA A*A ASAUROVEL NAGA
1788 TRIBUTE ROAD, SUITE 200, SACRAMENTO, CA 95815
PHONE: 916/927-2400 FAX: 916/567-0120

COMPUTED
DESIGNED WHR
DRAWN
CHECKED
PROJ. ENGR. WHR

RECEIVED AS-BUILTS

1	RECORD DRAWINGS	12/1/97

COLE YEE SCHUBERT & ASSOCIATES
STRUCTURAL ENGINEERS INC.
2500 VENTURE OAKS WAY
SUITE 300
SACRAMENTO, CA 95833
(916) 920-2020

DEAGTPE APRIL, 1997
SAMAEAEAT 1
O?F 8

JOB NO. 960161

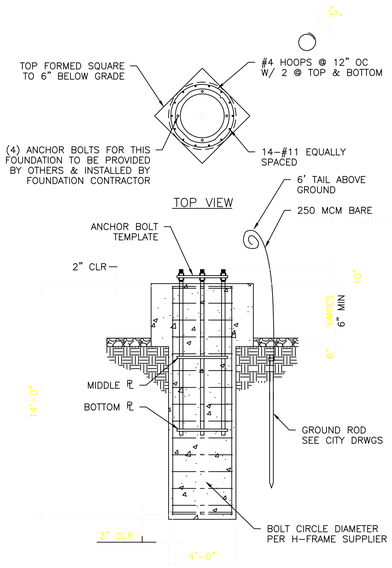
ELECTRIC DEPARTMENT
(916) 774-5601

FOUNDATION PLAN
TITLE SHT. 3 OF 8

ENG. M.FOK	APPR.	SCALE NONE
DR. K.ANDREWS		DATE 5/19/98

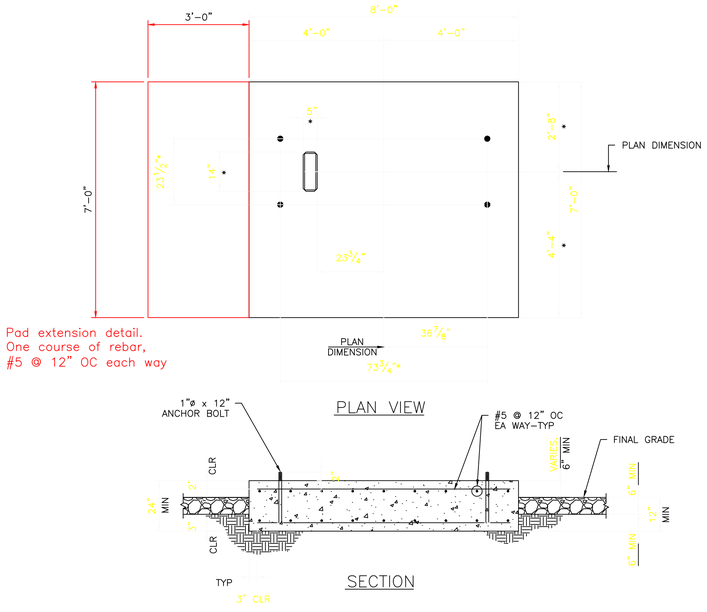
JOB NO. 974101
ACCOUNT NO. 40001
DRAWING NO. 356C1-13

Sht3.dwg 12197 34244



FOUNDATION TYPE

1/4" = 1'–0"

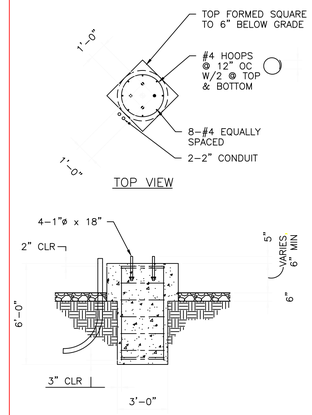


Pad extension detail.
One course of rebar,
#5 @ 12" OC each way

* VERIFY W/ MANUFACTURER

FOUNDATION TYPE

1/2" = 1'–0"

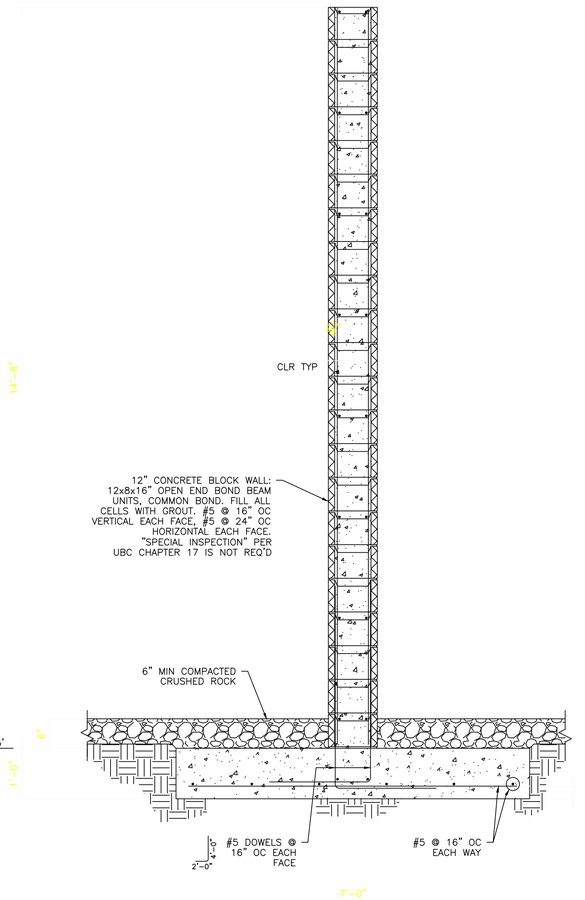


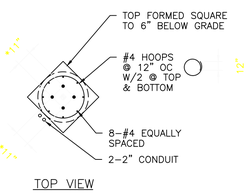
* VERIFY W/ MANUFACTURER

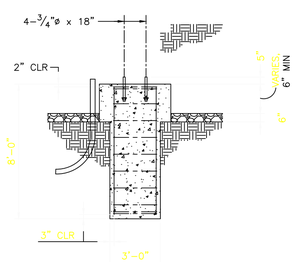
FOUNDATION TYPE &

1/4" = 1'–0"

Pier foundation detail.
The city shall provide
the rebar cages.



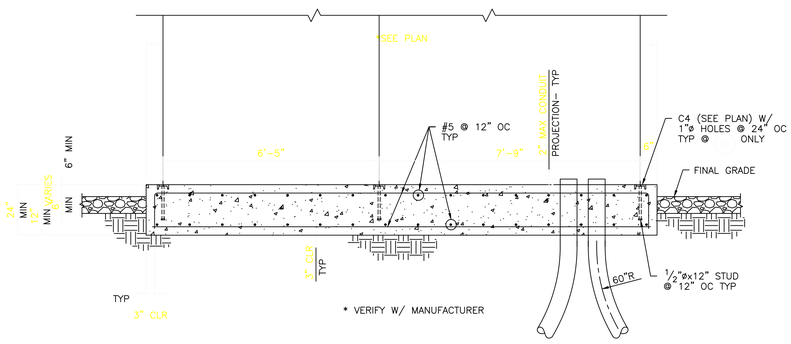




* VERIFY W/ MANUFACTURER

FOUNDATION TYPE

1/4" = 1'–0"

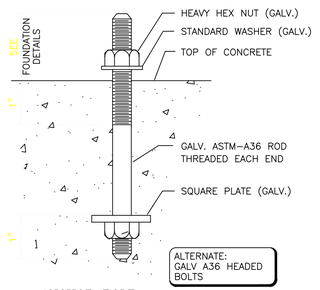


* VERIFY W/ MANUFACTURER

SECTION

FOUNDATION TYPE &

1/2" = 1'–0"



ANCHOR BOLT DETAIL

NOT TO SCALE

PLEASANT GROVE NO.2 SUBSTATION

REV	BY	DATE	DESCRIPTION	APPR.
1	KA	3/8/99	AS BUILTS FROM N.E.C.	

NEC ELECTRONICS INC.
Roseville, California

OBAYASHI CORPORATION
ROSEVILLE PROJECT OFFICE
1098 MELODY LANE, SUITE 401
ROSEVILLE, CA. 95678–5138
PHONE: (916)773–6412 FAX: (916)773–0824

MÀOÁRÈTEÒÁNÀ Á&Á ÁPÁÍTÁËÏEÒÁ,Á ÁÍÁNÁ
CÁÍÁVÁÍ¦ÁLÁ ÆÁNÁGÁÍ¦NÞÆÁEÁRÁÍ¦NÁGÁ Á°Á ÁPÁÍÆÁNÞÁÍ¦ NÁGÁ Á°Á ÁSÁÚÚROVÁÆ VÞÁNÁG
1788 TRIBUTE ROAD, SUITE 200, SACRAMENTO, CA 95815
PHONE: 916/927–2400 FAX: 916/567–0120

COLE YEE SCHUBERT & ASSOCIATES
STRUCTURAL ENGINEERS INC.
2500 VENTURE OAKS WAY
SUITE 300
SACRAMENTO, CA 95833
(916) 920–2020

Roseville Electric
Reliable Energy • Dependable Service
(916) 774–5601

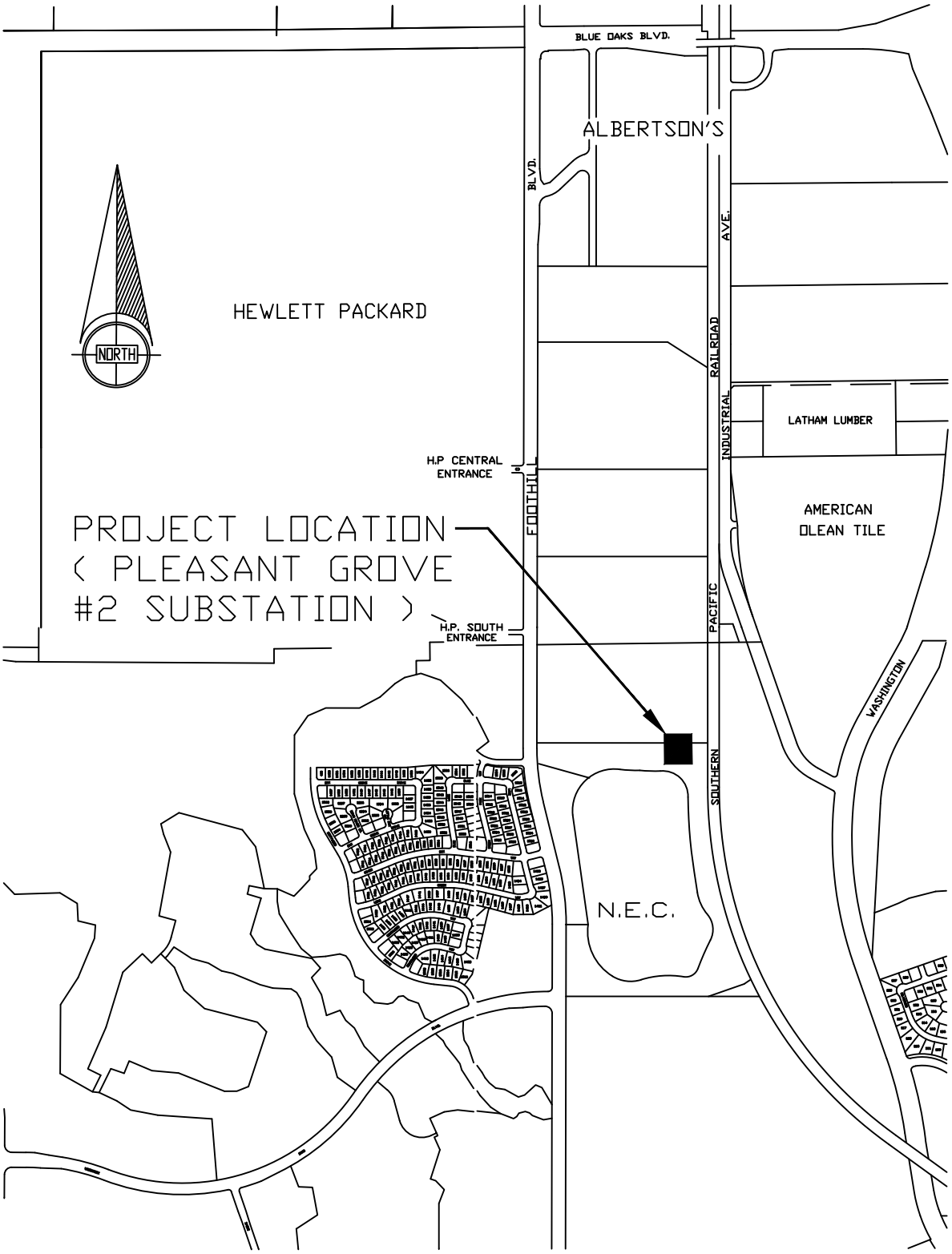
ENG.: M.FOK	APPR.:	SCALE: NONE	JOB NO. 974101
DR.: K.ANDREWS		DATE: 5/19/98	

FOUNDATION DETAILS

ACCOUNT NO. 40001–6130

DRAWING NO. 356C1–14

SHT. 4 OF 8



CITY OF ROSEVILLE CALIFORNIA

Roseville Electric

PLEASANT GROVE #2 SUBSTATION LOCATION PLAN

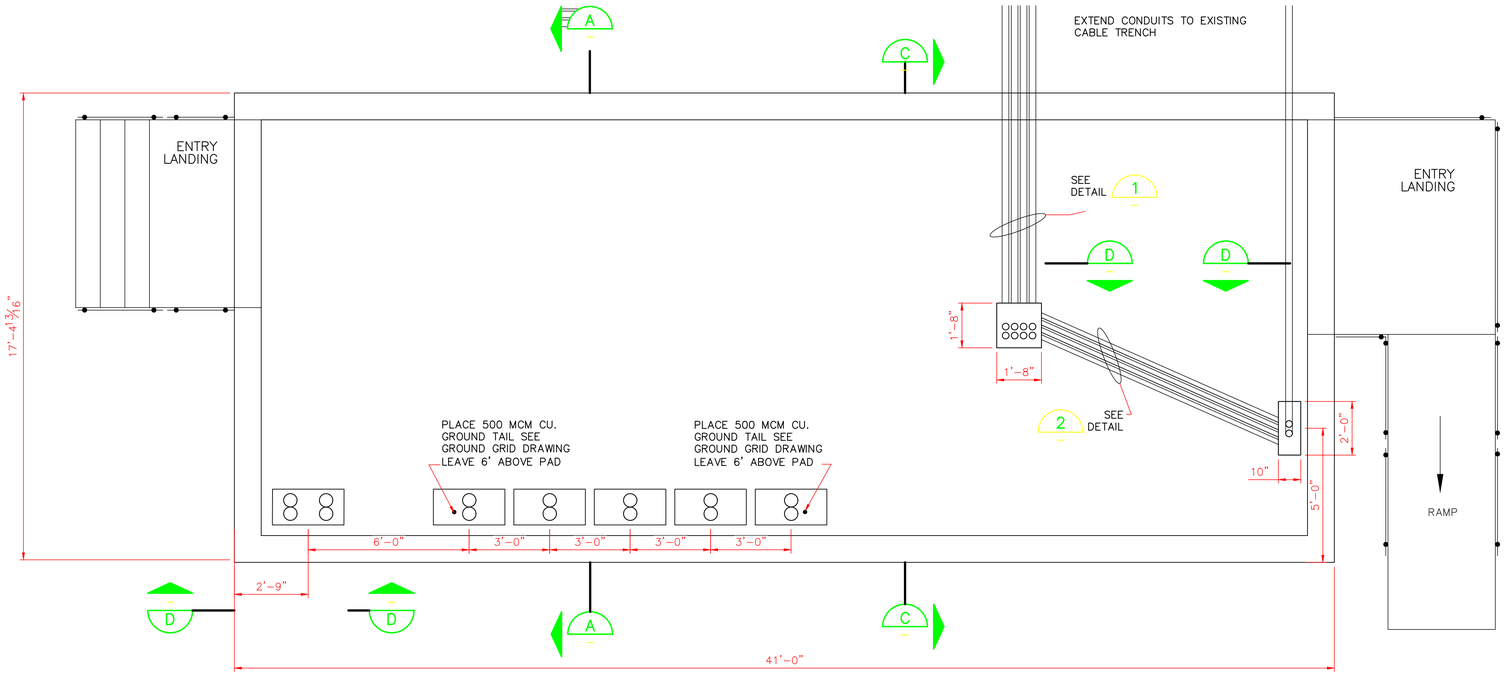
TITLE

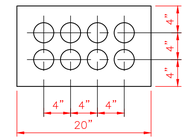
ENG. M.FOK	APPR. –	SCALE NONE
DR. K.ANDREWS		DATE 4/14/10

JOB NO.

ACCOUNT NO.

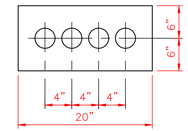
DRAWING NO. 356C1–19





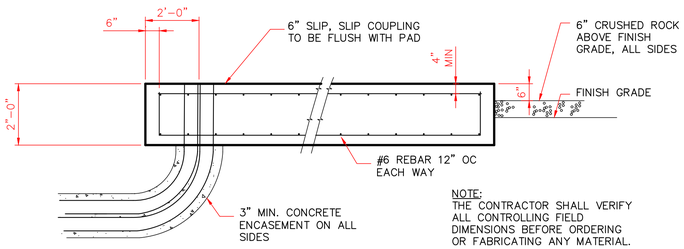
(8–3" CONDUITS)

DETAIL 1
NTS

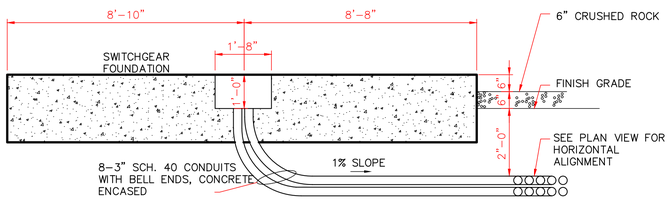


(4–3" CONDUITS)

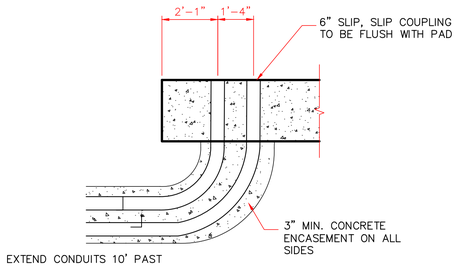
DETAIL 2
NTS



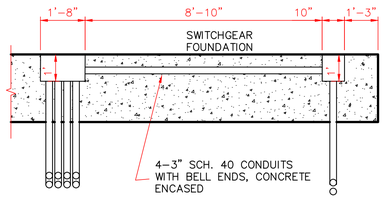
SECTION A
NTS



SECTION C
NTS



SECTION B
NTS



SECTION D
NTS

SAMPLE DRAWING – NOT FINAL DESIGN

PLEASANT GROVE #2 SUBSTATION

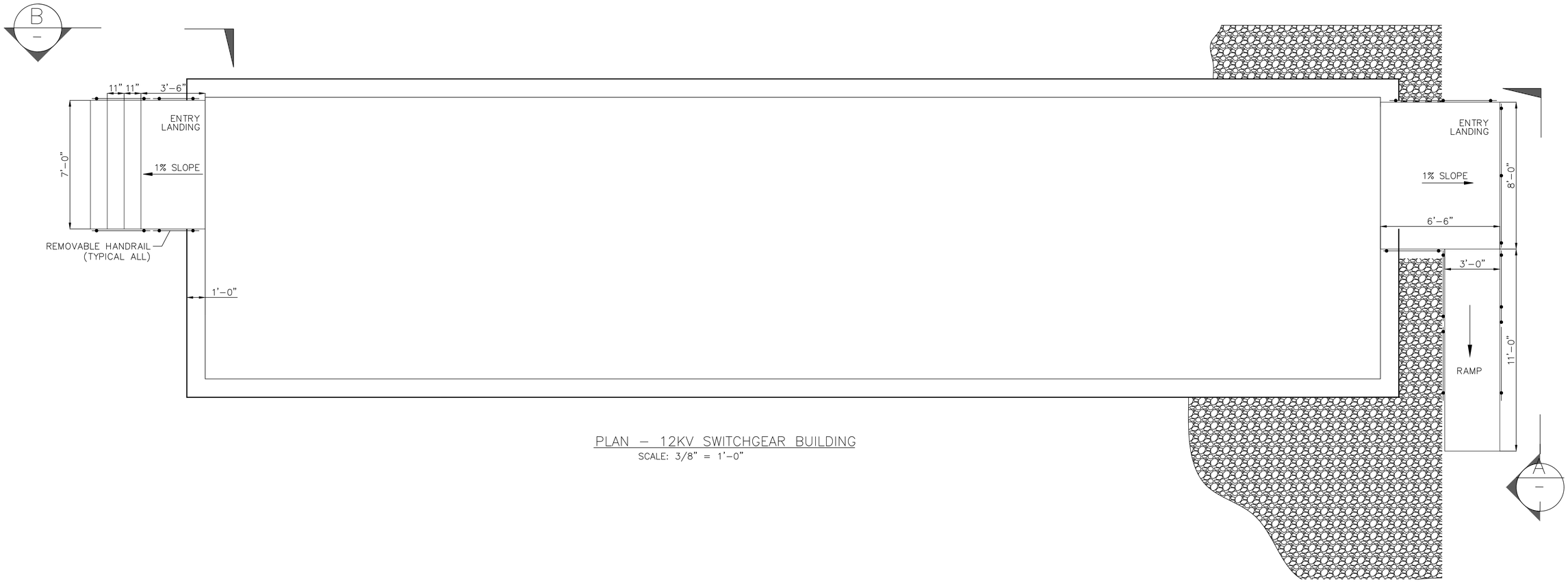
REV	BY	DATE	DESCRIPTION	APPR.

CITY OF ROSEVILLE CALIFORNIA
Roseville Electric

BAY 2 SWITCHGEAR FOUNDATION DETAILS
TITLE

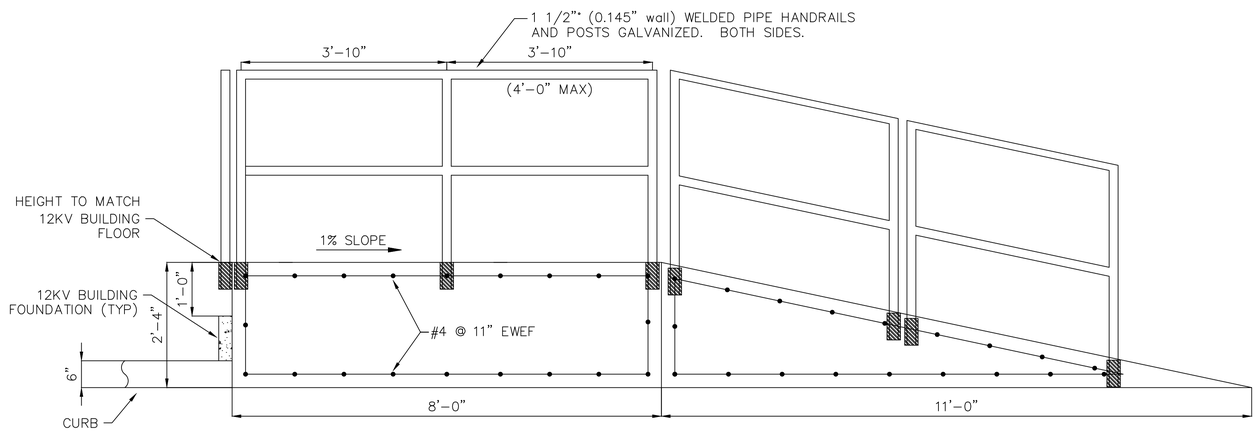
ENG. JC	APPR.	SCALE AS NOTED
DR. JC		DATE 11/17/20

JOB NO. 500045
ACCOUNT NO.
DRAWING NO. 356C1–21



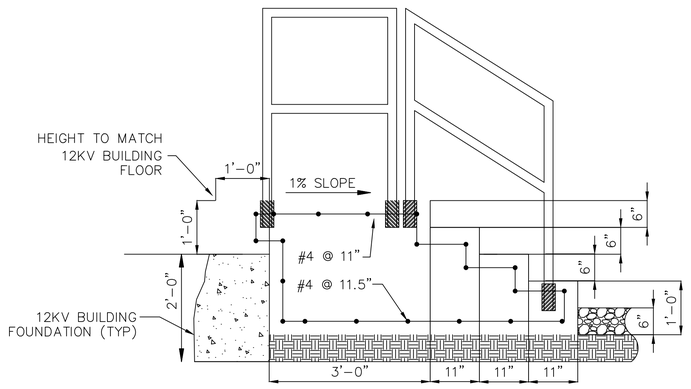
PLAN – 12KV SWITCHGEAR BUILDING

SCALE: 3/8" = 1'–0"



SECTION A

SCALE: 3/4" = 1'



SECTION B

SCALE: 3/4" = 1'

NOTES:

1) POST SLEEVES TO BE MOUNTED ON SIDE OF LANDINGS AND STAIRWAY.
2) ALL RAILINGS SHALL BE REMOVABLE.
3) CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTING.

PLEASANT GROVE #2 SUBSTATION

REV	BY	DATE	DESCRIPTION	APPR.

ELECTRIC DEPARTMENT
(916) 774–5601

TITLE: STAIR/RAMP FOUNDATION DETAILS

ENG. JC | APPR. | SCALE AS SHOWN
DR. JC | DATE 11/17/20

JOB NO. 500045
ACCOUNT NO.
DRAWING NO. 356C1–22

Geotechnical Engineering Report

PLEASANT GROVE SUBSTATION
Roseville, California

WKA No. 2087.01

Prepared
May 20, 1992

WALLACE · KUHL
& ASSOCIATES INC.

GEOTECHNICAL ENGINEERING REPORT
PLEASANT GROVE SUBSTATION
Roseville, California
WKA No. 2087.01
May 20, 1992

INTRODUCTION

General

We have completed a geotechnical engineering investigation of the sites proposed for the Pleasant Grove Substation and the connection to existing power facilities located near the NEC electronics facility in Roseville, California. This investigation was conducted to evaluate the existing site, soil and ground water conditions, and to provide geotechnical engineering conclusions and recommendations for design and construction of the proposed substation and connection facility. This report presents the results of our work.

Scope

Our scope of work has included the drilling and sampling of two borings to a maximum depth of 20 feet below existing grade; one boring was located at the proposed substation; the second boring was located approximately 200 feet east of the substation site, near a proposed pole location. Relatively undisturbed soil samples obtained at various depths from the borings were taken to our laboratory and tested to determine soil engineering parameters. Soil resistivity tests were performed in the field; several soil samples also were laboratory tested to evaluate resistivity of the individual soil strata. The boring logs and field/laboratory test results then were analyzed to determine conclusions and recommendations regarding soil resistivity, site preparation, pole foundation design and exterior slab support for equipment.

Test boring locations are shown on Plates No. 1 and 2. Logs of the borings and results of laboratory tests are presented on Plates No. 3 and 4. An explanation of the symbols and classification system used on the logs appears on Plate No. 5. Appendix A contains information of a general nature regarding project concepts, exploratory methods used during the field investigation phase of our study and further laboratory test results. Appendix B contains Earthwork Specifications that may be used for the preparation of contract documents.

Geotechnical Engineering
Engineering Geology
Environmental Consulting
Remediation Services
Construction Inspection
Materials Testing

3050 Industrial Blvd.
West Sacramento
CA 95691
Fax 916.372.2565
916.372.1434

Recycled paper

We Know them (≤ 140K lbs)

Proposed Development

The City of Roseville Electric Department drawings indicate the subdivision will consist of several slabs-on-grade for support of switch gear, capacitor banks and similar equipment. Slab sizes will vary from 7' x 8' (capacitor banks) to 16-1/2' x 32-1/2' (switch gear); one slab (designated as "XFMR Pad) will be surrounded by an oil containment trench and wall. Equipment loads are unknown, but anticipated to range from moderate to heavy in magnitude. An L-shaped asphalt concrete access road will be constructed on the south and west sides of the substation.

wood pole

Kam Hung with the City of Roseville Electrical Department indicated that four power poles are proposed, which likely will be 24-inch diameter steel poles. Two 40 foot poles in an H-frame arrangement will be located at the substation site. A single, intermediate pole (40 foot) will be located approximately 80 feet to the east. The fourth pole will be adjacent to the existing 60 Kv line located approximately 200 feet to the east; this pole will be approximately 54 feet in height.

FINDINGS

Site Description

The proposed substation site is an approximately rectangular area on the east side of the NEC electronic facility, which is located along Foothill Boulevard in northern Roseville, California. The site is bordered to the north by an existing trailer and asphalt concrete paved area, beyond which are chemical/manufacturing facilities for NEC; to the east by the railroad easement; and to the south and west by undeveloped land on the NEC campus. The relatively level site has been cut several feet with respect to the land to the west; the ground to the north is several feet lower in elevation. At the time of our field exploration, the surface of the substation site was relatively void of significant vegetation, except for trees along the westerly and southerly boundaries.

The site of the proposed pole which will facilitate connection of the substation with existing power facilities (located 200 feet east of the substation site) is along the north/south alignment of existing power facilities, just west of an existing utility access road. Vegetation in this area consisted of various volunteer grasses and weeds, with several trees in the vicinity.

Subsurface Soils Conditions

The soils conditions encountered at the two sites are variable. Our boring at the proposed substation site encountered medium dense slightly clayey silty fine sands from the surface to a depth of approximately nine feet. Between 9 and 11 feet we observed very stiff sandy clays, underlain by a two foot layer of very stiff silt. The silts are underlain by medium dense slightly clayey medium sands to a depth of approximately 19 feet below existing grade; between 19 and 20 feet (maximum depth of the boring) we encountered dense silty sands.

Recycled paper

Subsurface conditions revealed by our boring drilled near the existing power line consist of dense silty sands within the upper four feet, underlain by very dense very slightly clayey to clayey fine to coarse sands to the maximum 20 foot depth of exploration; occasional fine gravels were encountered within the coarse sand layer, which has the appearance of a decomposed granitic material.

Ground Water

Ground water was not encountered within our borings drilled on April 21, 1992.

CONCLUSIONS

Bearing Capacity

Field and laboratory test results indicate the undisturbed native soils encountered in the test borings are capable of supporting the slabs and poles described above. Our work also indicates that recompacted surface soils and engineered fill, placed and compacted in accordance with the recommendations of this report, will be capable of supporting the proposed slabs and equipment.

Soil Expansion Potential

The surface and near-surface soils are granular, low plasticity materials considered to be essentially non-expansive. Potentially expansive clays were encountered in one boring at a depth of approximately nine feet below existing grade; however, these soils are located deep at a sufficient depth to not significantly effect development.

Excavation Conditions

The soils encountered within the project limits are medium dense to very dense silty to clayey sands and very stiff clays; these soils are anticipated to be excavatable with conventional earthmoving, trenching and drilling equipment.

Soil Resistivity

Soil resistivity measurements were obtained in the field utilizing a Biddle Instruments Ground Resistance Tester. The four-probe method (Wenner Method) was used with equal spacing between all probes. Spacing of the probes for the testing was 2.5, 5.0 and 10 feet; two trials at each spacing was performed and then averaged. The results of this testing are contained in the following table:

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Location	Probe Spacing - Feet	Average Reading ohms	Resistivity ohm-cm	
See Plate No. 1	2.5	5.0	2395	23.95 Ω-m
See Plate No. 1	5.0	4.0	3830	
See Plate No. 1	10.0	1.8	3445	

To supplement the field soil resistivity measurements, four samples of soil were subjected to laboratory resistivity testing in accordance with Caltrans test methods. The samples were tested in "saturated" and "as received" conditions, resulting in values ranging from 720 to 3800 ohm/cm; a summary of these test results are contained in Appendix A.

The field resistivity readings were performed in April, 1992, after several weeks without rain; however, the soil was in a moist condition, which will decrease the resistivity. Other factors affecting soil resistivity are soil type, dissolved salts in the soil and temperature. We understand the interpretation of the resistivity data will be performed by others in the design of a grounding mat.

Ground Water

Our experience in the general Roseville area, as well as conditions encountered by our borings indicate a permanent ground water table should not be a factor in design or construction at this site.

Seasonal Water

During the wet season, infiltrating surface run-off water can create a saturated surface soil conditions. Grading operations attempted following the onset of winter rains and prior to drying periods will be hampered by high soil moisture contents. Such soils, intended for use as engineered fill, will require aeration to reach a moisture content that will permit the specified degree of compaction to be achieved.

RECOMMENDATIONS

Site Preparation

Site clearing for the proposed substation facility should include the removal of all surface organics by stripping. Strippings are not suitable for reuse in fill and should be removed from the site.

Recycled paper

Following site stripping, areas to receive fill and at-grade areas should be scarified to a minimum depth of six inches, brought to a uniform moisture condition and compacted in-place to at least 90 percent of the maximum dry density per ASTM D1557-78 specifications.

Engineered fill should be placed in horizontal lifts not exceeding six inches in compacted thickness. Each layer should be compacted at a uniform moisture content to at least 90 percent of the maximum dry density as defined above. On-site soils are considered acceptable for use in engineered fill if free of rubble, rubbish or concentrations of organics. Imported fill, if necessary, should be granular and be approved by our office prior to importation to the site.

The upper six inches of the subgrade for slabs should be uniformly compacted to at least 90 percent relative compaction. The upper six inches of final pavement subgrades should be uniformly compacted to at least 95 percent of the maximum dry density.

Site preparation should be accomplished in accordance with the recommendations of this section and the appended earthwork specifications. Our representative should be present throughout grading operations to determine compliance with job specifications.

Pole Foundation Design

Based upon the soil conditions in the vicinity of the proposed poles, we anticipate a drilled concrete pier will be suitable for support of the poles. The piers should be at least three feet in diameter and extend at least 10 feet into the ground. The piers may be sized for lateral resistance using a "passive" earth pressure equivalent to a fluid weighing 400 pounds per cubic foot (pcf). The upper two feet of soils should be disregarded in computing lateral resistance.

For support of vertical load, the piers may be designed as end bearing using an allowable bearing capacity of 6000 pounds per square foot (psf) for dead plus live load; this may be increased by 1/3 to include wind or seismic forces. Alternately, the piers may be designed as friction piers using an adhesion between the concrete and soil of 400 psf. If designed as friction piers, the upper two feet of soil must be disregarded in sizing computations.

Based upon the medium dense to very dense nature of the soils encountered within anticipated pole foundation embedment depths, we anticipate the drilled holes will remain open; however, minor caving could occur during construction operations, especially if holes are left open for an extended period of time.

Slab Support

Concrete slabs-on-grade for the switchgear equipment, capacitor banks, and other equipment may be placed directly on the soil grade without a capillary moisture barrier, although a granular leveling course consisting of crushed rock could be used, if desired. The crushed rock should be

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1) 5KV SWITCHGEAR - 45,000 lbs
Pad size 16x30 = 480 ft²
Ave PSF = 93.75 PSF

2) Tx - 150,000 lbs
Pad size 16x10 = 160 ft²
Ave PSF = 937.5 PSF

graded so that 100 percent will pass a one-inch sieve and none will pass a No. 4 sieve. The subgrade soils are considered capable of supporting 1500 psf without significant total or differential settlements. Slab thicknesses and reinforcement should be determined by the structural engineer based upon anticipated loads.

LIMITATIONS

Our recommendations are based upon the information provided regarding the proposed construction, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used our best engineering judgment based upon the information provided and the data generated from our investigation. If the proposed construction is modified or resited; or, if it is found during construction that subsurface conditions differ from those we encountered at the boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

We would appreciate the opportunity to review the final plans and specifications to determine if the intent of our recommendations has been implemented in those documents.

We emphasize that this report is applicable only to the proposed construction and the investigated site. This report should not be utilized for construction on any other site.

Wallace - Kuhl & Associates, Inc.

Maria L. Machado
Maria L. Machado
Staff Engineer

Stephen L. French
Director of Geotechnical Engineering

REGISTERED PROFESSIONAL ENGINEER
STEPHEN L FRENCH
NO. 323
Exp. 3-31-94
GEOTECHNICAL
STATE OF CALIFORNIA

MLM:SLF:lk

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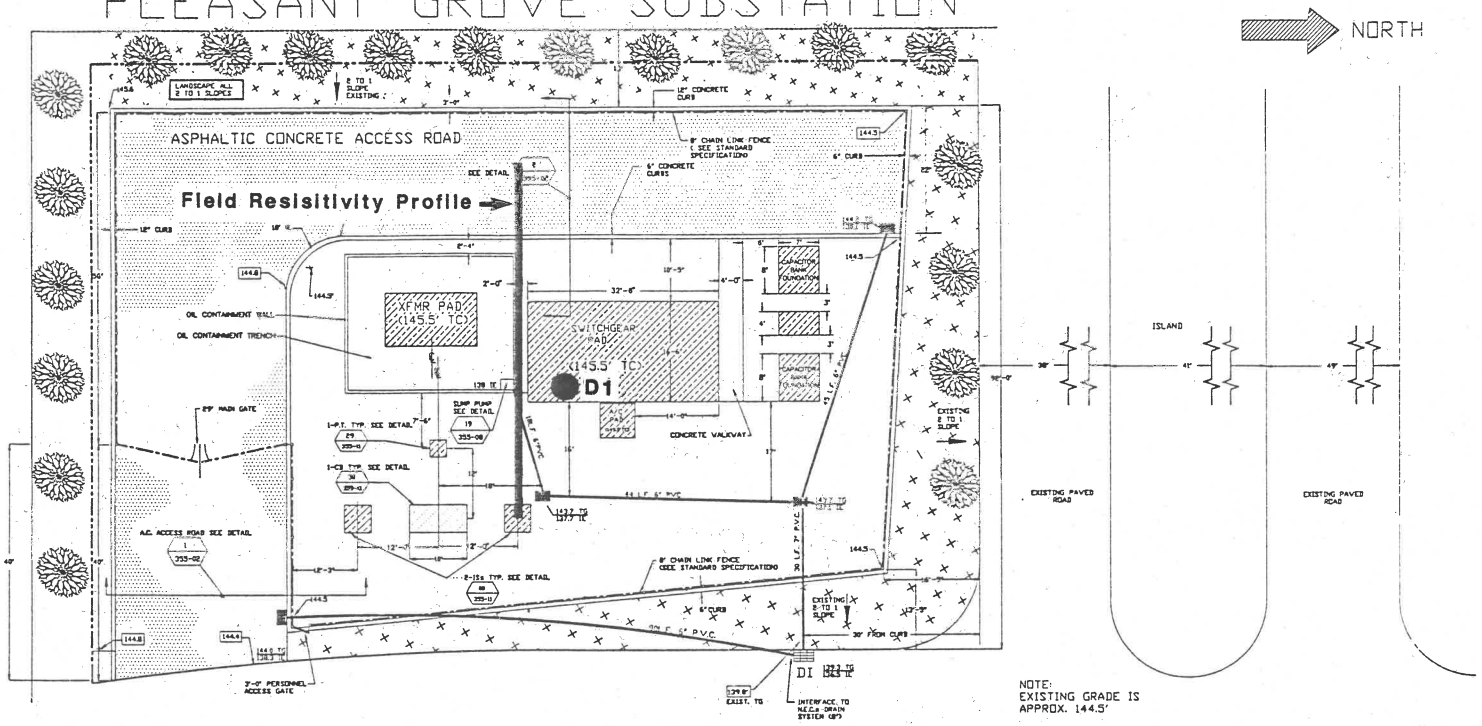
151872

PLEASANT GROVE SUBSTATION



KEY:

● = Boring location

NOTES:

1. Adapted from a 1"=10' site plan prepared b City of Roseville Elec tric Department, dated February 20, 1991.
2. Sample location is approximate.

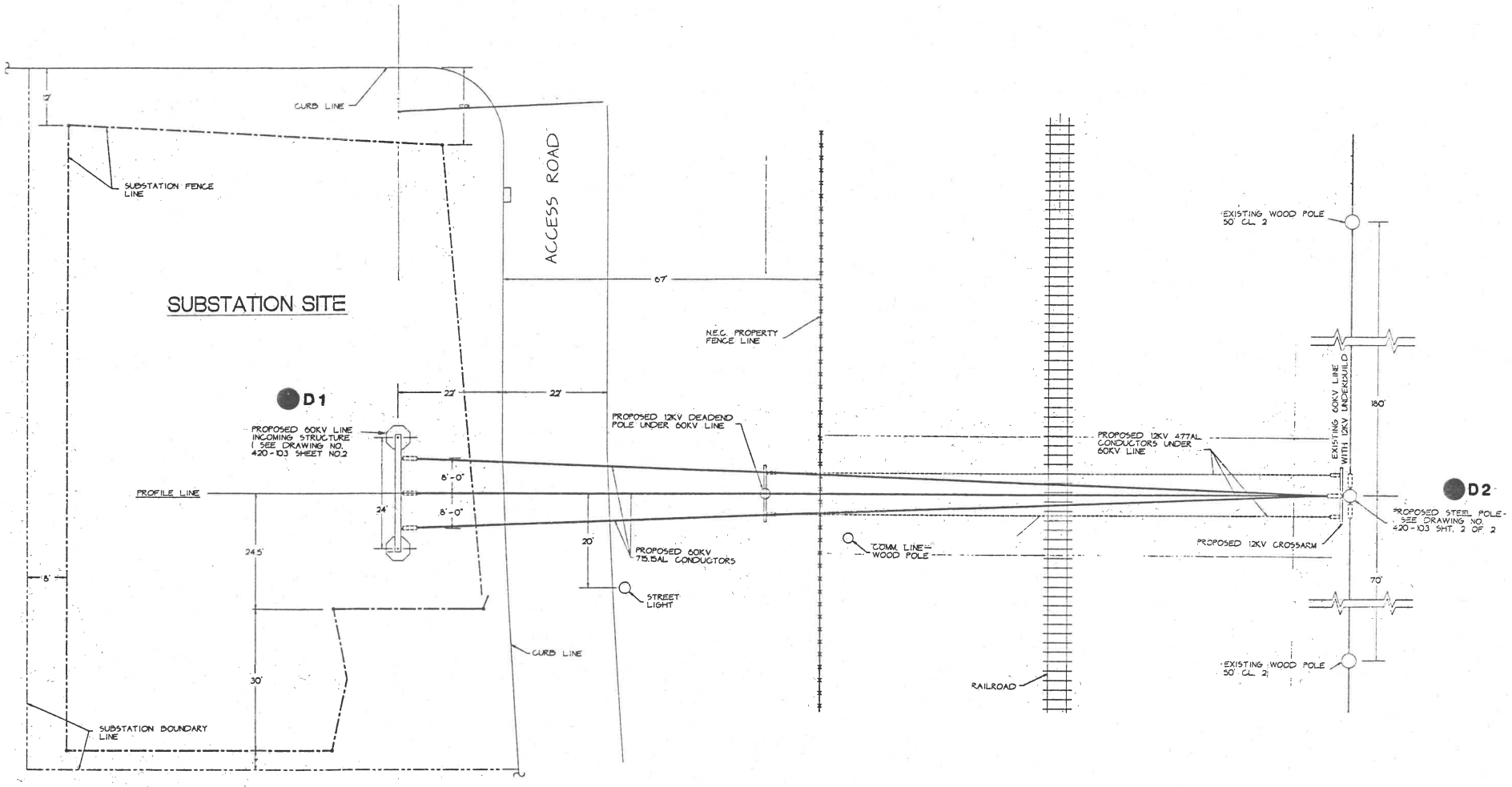
N.E.C. Fence Line ○

Existing Railroad 12KV OVH LINE

SCALE:feet

0 5 10 25

WALLACE · KUHL & ASSOCIATES INCORPORATED Geotechnical Consultants / Construction Testing	DRAWN BY: WGK CHECKED BY: MLM	PLEASANT GROVE SUBSTATION NEC Electronics Campus Roseville, California		PROJECT NO: 2087.01 DATE: 5/92 PLATE NO: 1



N

KEY:

● = Boring location

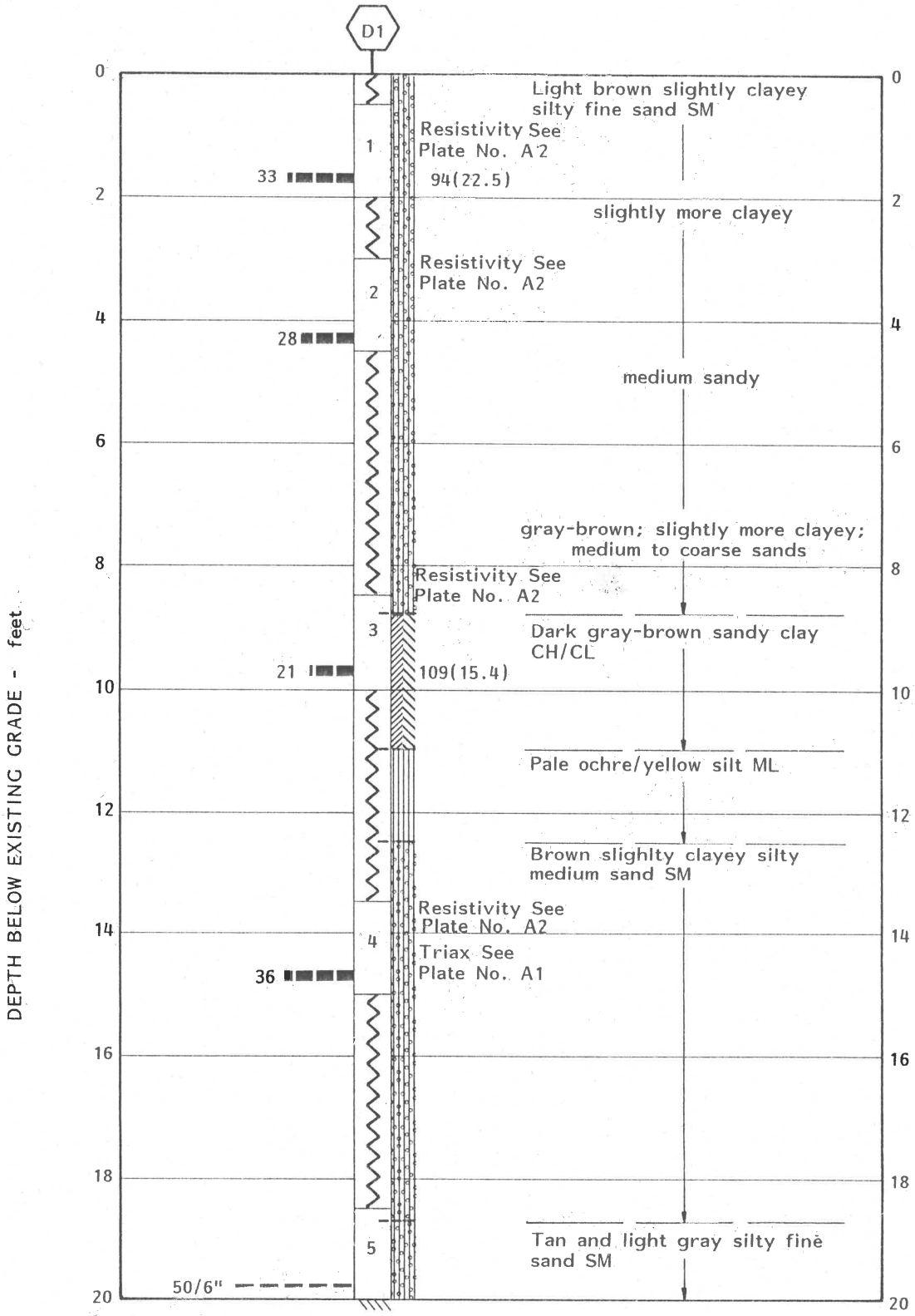
NOTES:

1. Adapted from a 1"=10' scale site plan prepared by City of Roseville Electric Department, dated November 13, 1991.
2. Sample locations are approximate.

SCALE:feet

0 5 10 25

WALLACE · KUHL & ASSOCIATES INCORPORATED Geotechnical Consultants / Construction Testing	DRAWN BY: WGK CHECKED BY: MLM	PLEASANT GROVE SUBSTATION NEC Electronics Campus Roseville, California		PROJECT NO: 2087.01 DATE: 5/92 PLATE NO: 2



NOTES:

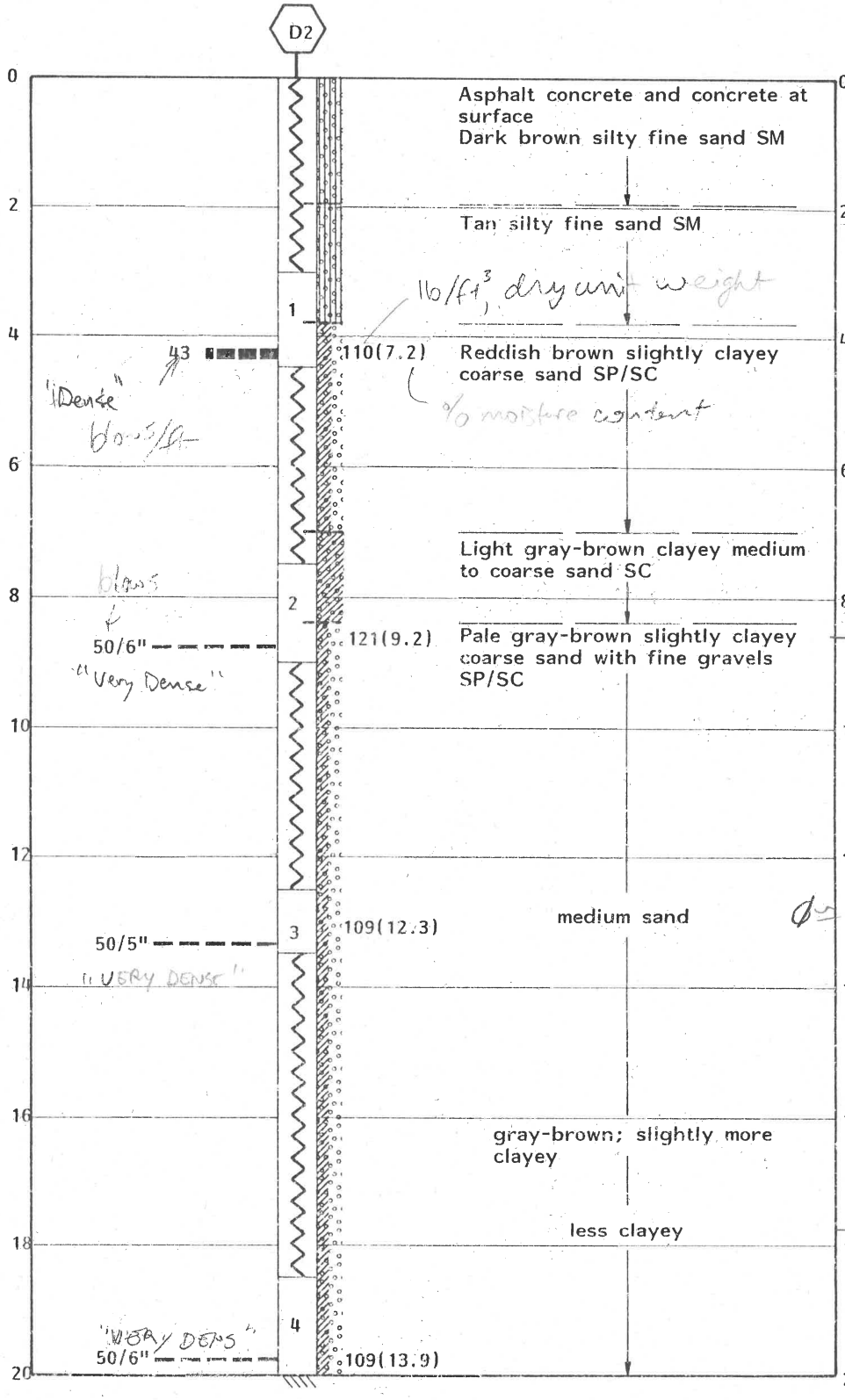
1) This log depicts conditions only at the boring location, see Plate No. 1, and only on the date of field exploration, April 21, 1992.
2) Free water was not encountered in the boring.
3) Explanations of the Unified Soil Classification System and the symbols used on the log are contained on Plate No. 5.

PROJECT NO: 2087.01
DATE: 5/92
PLATE NO: 3

PLEASANT GROVE SUBSTATION
NEC Electronics Campus
Roseville, California

DRAWN BY: WGK
CHECKED BY: MLM

WALLACE · KUHL & ASSOCIATES INCORPORATED
Geotechnical Consultants / Construction Testing



NOTES:

1) This log depicts conditions only at the boring location, see Plate No. 1, and only on the date of field exploration, April 21, 1992.

2) Free water was not encountered in the boring.

3) Explanations of the Unified Soil Classification System and the symbols used on the log are contained on Plate No. 5.

PROJECT NO: 2087.01
DATE: 5/92
PLATE NO: 4

PLEASANT GROVE SUBSTATION
NEC Electronics Campus
Roseville, California

DRAWN BY: WGK
CHECKED BY: MLM

WALLACE · KUHL & ASSOCIATES
INCORPORATED
Geotechnical Consultants / Construction Testing

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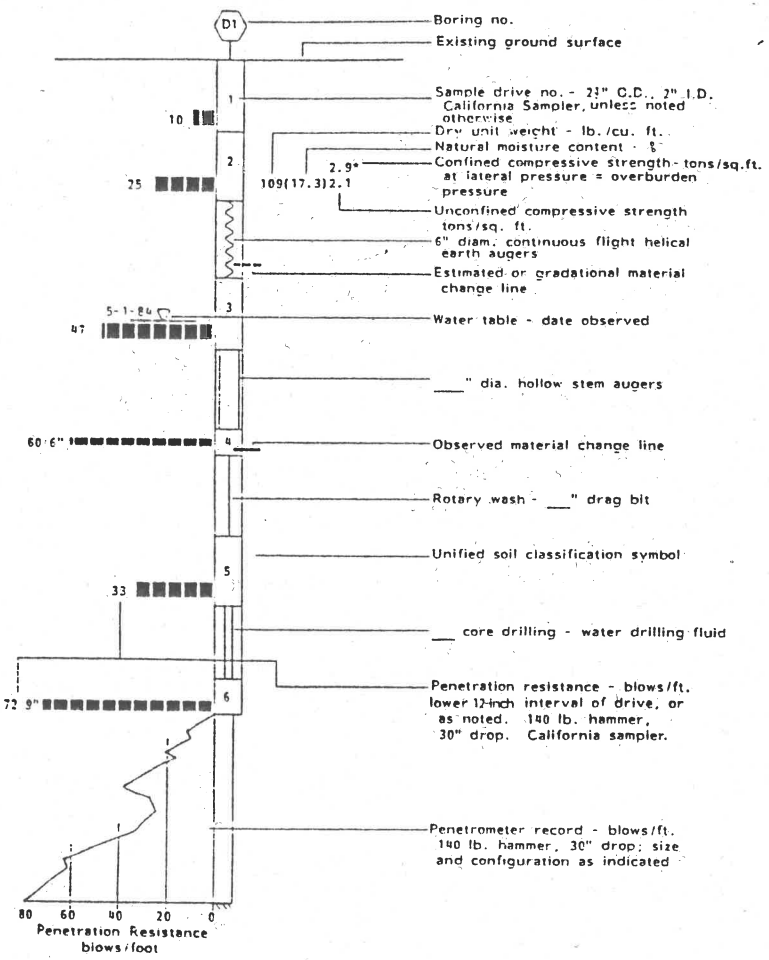

MAJOR DIVISIONS		SYMBOLS	CODE	TYPICAL NAMES
COARSE GRAINED SOILS (More than 1/2 of soil > no. 200 sieve size)	GRAVELS (More than 1/2 of coarse fraction > no. 4 sieve size)	G W		Well graded gravels or gravel-sand mixtures, little or no fines
		G P		Poorly graded gravels or gravel-sand mixtures, little or no fines
		G M		Silty gravels, gravel-sand-silt mixtures
		G C		Clayey gravels, gravel-sand-clay mixtures
	SANDS (More than 1/2 of coarse fraction < no. 4 sieve size)	S W		Well-graded sands or gravelly sands, little or no fines
		S P		Poorly graded sands or gravelly sands, little or no fines
		S M		Silty sands, sand-silt mixtures
		S C		Clayey sands, sand-clay mixtures
FINE GRAINED SOILS (More than 1/2 of soil < no. 200 sieve size)	SILTS & CLAYS LL < 50	M L		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		C L		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		O L		Organic silts and organic silty clays of low plasticity
	SILTS & CLAYS LL > 50	M H		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		C H		Inorganic clays of high plasticity, fat clays
		O H		Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS		Pt		Peat and other highly organic soils

UNIFIED SOIL CLASSIFICATION SYSTEM

CLAY SAND

COHESIVE SOILS		GRANULAR SOILS	
Description	Blows/ft.	Description	Blows/ft.
Very Soft	< 3	Very Loose	< 5
Soft	3 - 5	Loose	5-15
Medium (firm)	6 - 10	Medium Dense	16 - 40
Stiff	11 - 20	Dense	41 - 65
Very Stiff	21-40	Very Dense	> 65
Hard	> 40		

CONSISTENCY CLASSIFICATION

CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL	3" to No. 4	76.2 to 4.76
coarse (c)	3" to 3/4"	76.2 to 19.1
fine (f)	3/4" to No.4	19.1 to 4.76
SAND	No.4 to No.200	4.76 to 0.074
coarse (c)	No. 4 to No. 10	4.76 to 2.00
medium (m)	No.10 to No.40	2.00 to 0.420
fine (f)	No.40 to No.200	0.420 to 0.074
SILT & CLAY	Below No.200	Below 0.074

GRAIN SIZE CLASSIFICATION

WALLACE · KUHL & ASSOCIATES
GEOTECHNICAL ENGINEERING

DRAWN BY: WGK
CHECKED BY: MLM

PLEASANT GROVE SUBSTATION
NEC Electronics Campus
Roseville, California

PROJECT NO: 2087.01
DATE: 5/92
PLATE NO: 5

APPENDICES

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APPENDIX A

A. GENERAL INFORMATION

The performance of a geotechnical engineering investigation at the site of the proposed Pleasant Grove Substation to be built in Roseville, California, was authorized by Michael F. Neils on March 11, 1992. Authorization was for an investigation as described in our proposal letter of March 11, 1992, sent to our client, MacRostie-Neils Engineering, whose mailing address is 9261 Folsom Boulevard, Suite 203, Sacramento, California 95826; telephone (916) 362-3624.

In performing this investigation, we made reference to two 1"=10' scale site plans of the substation site and power pole layout prepared by the City of Roseville Electric Department.

B. FIELD EXPLORATION

Test borings were accomplished on April 21, 1992 utilizing a CME-55 truck-mounted drill rig. At the locations indicated on Plates No. 1 and 2, two exploratory borings were drilled to a maximum depth of 20 feet using four-inch diameter continuous flight helical augers. At various intervals, relatively undisturbed soil samples were recovered with a 2-1/2 inch O.D., 2-inch I.D. California sampler driven by a 140 pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch long sampler each 6-inch interval was recorded with the sum of the blows required to drive the sampler the lower 12-inch interval, or portion thereof, being designated the penetration resistance or "blow count" for that particular drive.

The samples were retained in 2-inch diameter by 6-inch long thin-walled brass tubes contained within the sampler. Immediately after recovery, the soils in the tubes were visually classified by the field engineer and the ends of the tubes were sealed to preserve the natural moisture contents. All samples were taken to our laboratory for soil classification and selection of samples for testing. The Boring Logs, Plates No. 3 and 4, contain descriptions of the soils encountered in each boring. A Boring Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained on Plate No. 5.

C. LABORATORY TESTING

Selected undisturbed samples of the soils were tested to determine dry unit weight and natural moisture content (ASTM D2216), and shear strength parameters from triaxial testing (California Test 230A). The results of the moisture/density tests are included on the boring logs at the depth each sample was obtained. Results of triaxial testing are contained on Plate No. A1.

Four samples of the soils were sent to ConCeCo Engineering, Inc., for resistivity testing. The results of resistivities for "as-received" and "saturated" conditions are presented on Plate No. A2.

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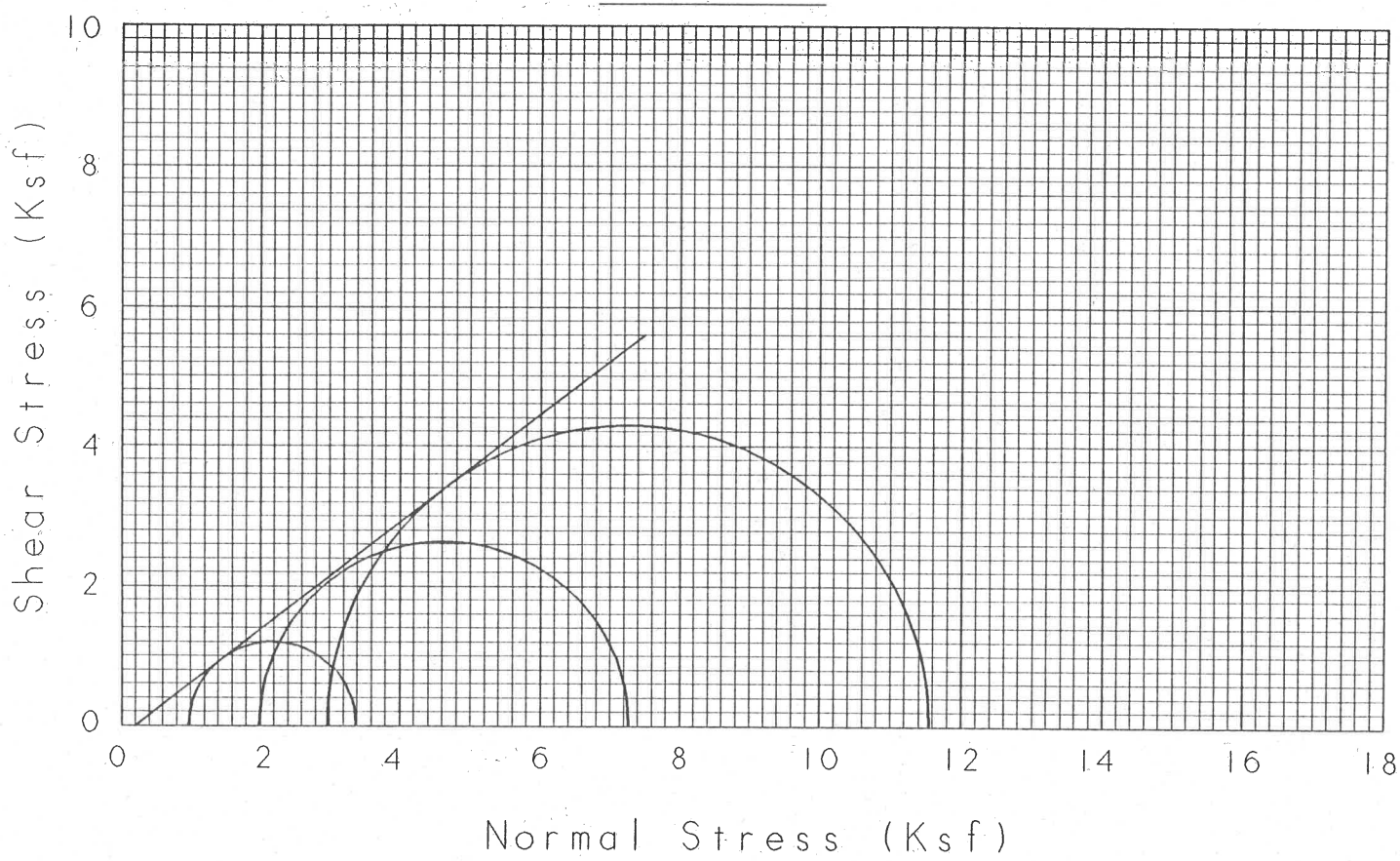
TRIAXIAL COMPRESSION TEST

CTM 230A



SAMPLE NO: D1-41

SAMPLE CONDITION: UNDISTURBED

SOIL DESCRIPTION: Grayish brown silty fine to medium sand SM

DRY DENSITY(PCF): 96
INITIAL MOISTURE(%): 11.1
FINAL MOISTURE(%): 18.2

ANGLE OF INTERNAL FRICTION (Ø): 37°
COHESION(PSF): 0

WALLACE-KUHL & ASSOCIATES
GEOTECHNICAL ENGINEERING

DRAWN BY: DRG
CHECKED BY: MLM

PLEASANT GROVE SUBSTATION
Roseville, California

PROJECT NO: 2087.01
DATE: 5/92
PLATE NO: A1

ConCeCo Engineering, Inc.

Client: **Wallace• Kuhl & Associates**
WKA No. 2087.01

Our Job No. 3S92001.04

Project: Roseville, CA

Samples Received: April 24, 1992

SOIL TEST SUMMARY

Sample No.	Location	Depth	Resistivity, (ohm-cm) As Rec'd	Saturated	Soil Description
1	D1 - 1II	1-1.5	2,680	1,920	Brown silty loam - moist
2	D1 - 2II	3.5-4	2,080	1,840	Dark brown clay loam - moist
3	D1 - 3II	9-9.5	720	720	Dark brown silty clay - saturated
4	D1 - 4II	14-14.5	3,800	3,800	Brown silty sand - saturated

File: TR92001.04

Notes: The above tests were performed in accordance with the following Caltrans Test Methods:

a. California Test 643 (1978): METHOD FOR ESTIMATING THE SERVICE LIFE OF STEEL CULVERTS.

b. California Test 532 (1978): METHOD FOR ESTIMATING THE TIME TO CORROSION OF REINFORCED CONCRETE SUBSTRUCTURES.

APPENDIX B

EARTHWORK SPECIFICATIONS

PLEASANT GROVE SUBSTATION

NEC Electronics Campus

Roseville, California

GEOTECHNICAL REPORT

A Geotechnical Report (WKA No. 2087.01; dated May 20, 1992), has been prepared for this project by Wallace - Kuhl & Associates, Inc. of West Sacramento, California [(916) 372-1434].

SEASONAL LIMITS

Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

MATERIALS

All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from rubble, rubbish and vegetation and shall be approved by the Geotechnical Engineer prior to use. Clods or rocks exceeding six inches (6") in final size shall not be allowed in the upper two feet (2') of fill. Imported fill materials shall meet the above requirements and shall have plasticity indices not exceeding twelve (12).

CLEARING, GRUBBING AND PREPARING BUILDING PADS

a. All significant vegetation; rubbish; existing man-made fills and saturated materials; underground utilities within two feet (2') of original or final grade (whichever is lower) shall be

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removed from building areas and disposed of. Excavations and depressions resulting from the removal of such items shall be cleaned out to firm, undisturbed soil and backfilled with suitable materials in accordance with these specifications.

b. The surfaces upon which fill is to be placed shall be plowed or scarified to a depth of at least six inches (6") and moisture conditioned until the moisture content is satisfactory for compaction.

After the foundation for the fill has been adequately processed, it shall be compacted to not less than ninety percent (90%) of the maximum dry density as determined by the ASTM D1557-78 Compaction Test.

PLACING, SPREADING AND COMPACTING FILL MATERIAL

The selected fill material shall be placed in layers which when compacted shall not exceed six inches (6") in thickness. Each layer shall be spread evenly, thoroughly mixed and compacted to not less than ninety percent (90%) of maximum dry density as determined by the ASTM D1557-78 Compaction Test. Each layer shall be compacted over its entire area until the desired density has been obtained.

FINAL SUBGRADE PREPARATION

The upper six inches (6") of the subgrades for slabs-on-grade shall be uniformly compacted to at least ninety percent (90%) relative compaction, regardless of whether final subgrade elevation is attained by filling, excavation or is left at existing grade.

The upper six inches (6") of pavement subgrades should be uniformly compacted to at least ninety-five percent (95%) relative compaction, regardless of whether final subgrade elevation is attained by filling, excavation or is left at existing grade.

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TESTING AND OBSERVATION

All grading operations shall be tested and observed by the Soil Engineer, who is serving as the representative of the Owner.

Earthwork shall not be performed without prior notification and approval of the Soil Engineer. The Contractor shall notify the Soil Engineer at least two (2) working days prior to commencement of any aspect of the site earthwork.

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COUNCIL COMMUNICATION

CC #: 1192
File #: 0203-05

Title:	Mobile Phone Purchases and Wireless Service Contract
Contact:	Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an agreement with Cellco Partnership dba Verizon Wireless utilizing the State of California CALNET Cellular Voice and Wireless Data Services contract #C4-CVD-19-001-03, the Non-State Entity Service Policy and Agreement (NESPA) form, the State of California STD 20 form and the Authorization to Order (ATO) form, as well as any additional forms needed to effectuate the contract.

Staff additionally requests authorization to continue renewing the contract without further Council approval until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Information Technology Department (IT) maintains over 1,156 cellular devices across the City to support important business functions and public safety operations. The cellular devices include First Responder smartphones, FirstNet services, wireless internet HotSpot services, mobile device purchases, mobile data computer internet services, dedicated & encrypted state criminal justice mobile communication, and traditional cellphone services.

On September 23, 2019, the California Department of Technology (CDT) issued Technology Alert (TA) 19-04 announcing the CALNET Cellular Voice and Wireless Data Services contract, which replaced the National Association of State Procurement Officials (NASPO) Value Point California Participating Addendum (CA-PA) as the contract vehicle for cellular services. TA 19-04 also established a deadline for customers to transition off the NASPO CA-PA. Due to the COVID-19 emergency, CDT extended the NASPO contract and the transition deadline to December 31, 2020. As such, all customers must transition off the existing NASPO CA-PA contract by December 31, 2020.

FISCAL IMPACT

The estimated total spending for the remainder of Fiscal Year FY2020-21 is $270,000. The estimated annual spending for subsequent renewal years is $560,000; however, amounts will fluctuate as phones are added or deleted. Funding is included in each department's fiscal year budget. Spending for future years is contingent upon Council approval of budgets.

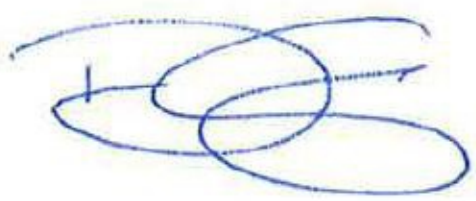
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of cellular and wireless data services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Traci Bringgold, IT Client Services Supervisor

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-503

CALNET-ordering-forms-nsagree NESPO form

CALNET-Verizon-wireless-Cellular-19.1-ATO-Form

CALNET Form 20 Schedule A 19.1

RESOLUTION NO. 20-503

APPROVING AN AGREEMENT FOR CELLULAR VOICE AND WIRELESS DATA SERVICES, A NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA) FORM, A STATE OF CALIFORNIA STD 20 FORM, AND AUTHORIZATION TO ORDER (ATO) FORM, BY AND BETWEEN THE CITY OF ROSEVILLE AND CELLCO PARTNERSHIP DBA VERIZON WIRELESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Information Technology Department maintains over 1156 cellular devices across the City to support important business functions and public safety operations; and

WHEREAS, in September 2019, the California Department of Technology announced that customers utilizing the National Association of State Procurement Officials (NASPO) had to transition to a new agreement utilizing California CALNET Cellular Voice and Wireless Data Services Contract #C4-CVD-19-001-03 no later than December 31, 2020; and

WHEREAS, the Agreement for Cellular Voice and Wireless Data Services, the Non-State Entity Service Policy and Agreement (NESPA) form, the State of California STD 20 form, and the Authorization to Order (ATO) form, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements are approved and the City Manager is authorized to execute them and any additional forms needed to effectuate the contract, on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to renew the contract until it expires without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- ☐ Local government entities are defined as "any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods" per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- ☐ **Entirely** 100% tax supported entity
- ☐ A governmental entity with a Joint Powers Agreement (JPA)
- ☐ Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

STREET ADDRESS

CITY, STATE, ZIP CODE

CONTACT PHONE NUMBER

EMAIL ADDRESS

I certify under penalty of perjury the requesting entity meets the NESPA "Authorized Entity Criteria" selected above.

_____

NON-STATE ENTITY SIGNATURE DATE

CDT/CALNET PROGRAM

CUSTOMER CODE:

STATE OF CALIFORNIA
California Department of Technology

TELECOMMUNICATIONS SERVICE REQUEST
STD. 20 (Rev. 9/2017)

Attach addtional information as needed

1. Agency Request Number: N/A

2. Date: 11/19/2020

3. Request Type
- [ ] Service
- [ ] Equipment (Requires a Form 65)
- [X] Other

Check all boxes that apply to this request

Contractor Name: Verizon Wireless

4. Agency Information

Department	Contact Name	Phone Number	Fax Number
City of Roseville	Traci Bringgold	916-774-5159	916-774-5511

Division (Unit, etc.)	General Services Agency Code	Email Address
IT - Client Services	N/A	tbringgold@roseville.ca.us

Present Service Address	Requested Service Address	Billing Address
311 Vernon Street, Ste. 300 Roseville, CA 95678	311 Vernon Street, Ste. 300 Roseville, CA 95678	Attn: Accounts Payable 316 Vernon Street Roseville, CA 95678

5. Eligibility

- ( ) State Government
- (X) Local Government
- ( ) Federal Government

Complete Section 6. CATR/ATR Information below.

Requires a Non-State Agency Service Policy and an Authorization Order (ATO) to obtain eligibility prior to first order.

6. CATR/ATR Information

Name	Email Address	Phone Number	Fax Number
Dominick Casey	DCasey@roseville.ca.us	916-774-5288	

Address	City	State	Zip Code
311 Vernon Street	Roseville	CA	95678

Signature	Title	Date
	City Manager	

This request complies with State telecommunication policies.

7. Order Detail
Request #1

Order Type
- ( ) Add
- ( ) Disconnect
- ( ) Change
- ( ) Move

Requested Date of Service: N/A

Quantity	Monthly Recurring Cost (MRC)	Non Recurring Cost (NRC)
N/A	N/A	N/A

State Contract Number	Feature ID / USOC / Product ID	Exisiting Billing Account Number
C4-CVD-19-001-03; Subcategory 19.1	N/A	N/A

Description

The Purchaser agrees to the terms set forth in the attached Customized Service Plan documents (labeled: Schedule A) and the CALNET contract C4-CVD-19-001-03, (together with its exhibits and any amendments to the Contract), which are incorporated herein by this reference.

Comment

Schedule A to the STD Form 20

Verizon Wireless

Pricing and Information Sheet

State of California CALNET Contract #C4-CVD-19-001-03

Subcategory 19.1

Scope. On May 23, 2019, Verizon Wireless and the State of California, acting through the California Department of Technology, entered into agreement number C4-CVD-19-001-03 for wireless services (together with its exhibits and any amendments, the "Contract"). The Contract includes terms allowing Verizon Wireless to provide Eligible Entities Custom Service Plans ("CSP"). The Contract also allows for a transition of active lines of service purchased under California Participating Addendum # 7-10-70-16 ("PA"). This Schedule sets forth the method by which Verizon Wireless may make CSPs available to the Eligible Entity listed on the STD Form 20 and the Schedule A document to which this Schedule A document is attached ("Eligible Entity") for purchase under the Contract. The Schedule A document also outlines the manner by which the Eligible Entity's active lines of service will be transitioned from the PA to the Contract, and it lists the CSPs available for purchase by the Eligible Entity under the Contract. Verizon Wireless reserves the right to make changes to CSPs and the Schedule A in its sole discretion, including add, discontinue, or alter any plan or Equipment (as defined below). Eligible Entity will be notified of any changes that affect its then-current CSP and a new STD Form 20 or equivalent documents will be processed. All capitalized terms not defined in this Schedule A document will have the meaning provided in the Contract.

Equipment: Verizon Wireless is able to make equipment under CSPs ("Equipment") available to the Eligible Entity at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the Eligible Entity meeting certain conditions. If the Eligible Entity moves the Equipment to a Lesser Price Plan (as defined below), or disconnects the Equipment from the Verizon network, at any time during the first 24 months after the Equipment is activated, the Eligible Entity must pay a Subsidy Recovery (as defined below). A Lesser Price Plan is any one of the following: (a) for smart phones, any plan that is less than $19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; (b) for internet devices, any plan that is less than $19.99 per month after any applicable discounts; or (c) for basic phones, any plan that is less than $14.99 per month after any applicable discounts. The Subsidy Recovery is the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Eligible Entity for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service at the original price plan.

Transition of California Participating Addendum # 7-10-70-16 ("PA") Service Plans to the CALNET C4-CVD-19-001-03 ("Contract"): The Parties agree to move identified active lines of service purchased under the PA by the Eligible Entity to the same 4G cellular service plan(s) (each a "Service Plan") available under the Contract. In the event a Service Plan purchased under the PA is not available for new lines-of-service under the Contract (including for purchase through the Site), the Eligible Entity will be allowed to continue with the Service Plan as a Customized Service Plan under the Contract until the line of service is either a) terminated, b) suspended or is otherwise set to inactive for more than 90 continuous days, or more than 180 days in any one year period, or c) moved to a different Service Plan available for purchase under the Site or otherwise under the Contract. All Purchase Orders issued as of the Effective Date must be placed under the Contract.

This Schedule A document together with the Contract set forth the understanding between the parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Any terms and conditions in a purchase order, acknowledgement, or any document other than a duly executed amendment to this Schedule A document or Contract, that are different or in addition to the terms and conditions of this Schedule A document or the Contract shall be deemed rejected and null and void.

CUSTOMIZED SERVICE PLANS (CSP)

Product Identifier: CA0800

LEGACY CUSTOM CALIFORNIA PLANS

3G/4G NATIONWIDE VOICE PLAN **(On Network only)** STATE OF CALIFORNIA GOVERNMENT LINES ONLY This Price Plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$0.00 (97397)
Anytime Voice Minutes	0
Voice Per Minute Rate On Network	$0.06
Domestic Long Distance	Included
Unlimited Night & Weekend Minutes	Included
Unlimited Mobile to Mobile Calling Minutes	Included
Text/Picture/Video Message Allowance	100 messages (76678) Optional allowances below are available to replace this allowance.
Text/Picture/Video Message Overage Rates	* Incoming Text $0.02 per message/Outgoing Text $0.10 per message, per recipient/Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient
Domestic Data Rates	3G Basic phones $1.99 per MB or per data package 4G Basic phones have data blocked; data package may be selected. 3G and 4G Smartphones require a data package (86790)
OPTIONAL FEATURES	
Unlimited Smartphone Data**	$24.99 (86790)
4G Smartphone Mobile Hotspot	$10.00 (76445)
400 Text/Picture/Video Messages*	$3.00 (87755)
1100 Text/Picture/Video Messages*	$10.00 (87756)
Unlimited Text/Picture/Video Messages	$12.00 (75439)
Unlimited Push-to-Talk Plus***	$10.00 (device dependent) (3G 83312/4G 81301, 81815)

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G network, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G basic phones, 4G LTE basic phones, 3G smartphones, or 4G HD voice-capable smartphones.

**Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

***Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Smartphone Data Feature

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
This Data Feature is NOT eligible for monthly access fee discounts

Monthly Access Fee	$24.99 (86790)
Monthly Domestic Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options**. This feature must be added to the 4G NATIONWIDE VOICE PLAN (85191) when the device is a smartphone**. This feature cannot be used with any other price plans.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This feature is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Data Packages for Basic Feature Phones Only

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
These Data Features are NOT eligible for monthly access fee discounts

Monthly Domestic Data Allowance	Monthly Access Per Line when added to an eligible voice plan	Data Rate After Allowance
75 MB	$10.00 (77810)	$10.00 per each additional 75 MB of usage
300 MB	$12.00 (85533)	$15.00 per each additional GB of usage

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These Features can be used with 3G/4G Nationwide for Government Share Calling Plans.

3G/4G Mobile Broadband Data Plan

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
For Internet browsing, email, or intranet access.
This Price Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$37.99 (95431)
Monthly Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G and 3G Extended networks, while available. Lines activating on this plan must be on 3G or 4G mobile broadband devices. 4G service requires 4G equipment and 4G coverage.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

NATIONWIDE GOVERNMENT PLANS

3G/4G Nationwide Calling Plans with Unlimited Data			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$64.09 (38166)	$80.76 (38167)	$96.16 (38168)
Monthly Access Fee less discount	$49.35	$62.19	$74.04
Monthly Anytime Voice Minutes (sharing)	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text/Picture/Video Messages	Unlimited		
Optional Features			
Domestic Push To Talk Plus**	$2.00 (device dependent) (3G 83270 / 4G 81174, 81129)		
Smartphone Mobile Hotspot	$10.00 (3G 82219 / 4G 76445)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Nationwide Add-a-Line Plan with Unlimited Data

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$35.99[1] (38181)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice & data bundle plans
Domestic Voice Per Minute Rate	$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance	Unlimited*
Domestic Text/Picture/Video Messages	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

[1]The $35.99 Add-a-Line plan can only be 50% of an account's total share lines. The $35.99 Add-A-Line plan shares Voice Minutes with the 3G/4G Nationwide Calling Plans with Unlimited Data.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Nationwide for Government Share Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	0 Minutes	100 Minutes	200 Minutes	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$15.99 (86137)	$30.75 (80006)	$34.99 (73736)	$38.45 (74539)	$55.12 (74541)	$70.50 (74543)
Monthly Access Fee less discount	$15.99[1]	$23.68	$26.94	$29.61	$42.44	$54.29
Monthly Voice Minutes (sharing)	0	100	200	400	600	1000
Friends & Family (up to 10 numbers per account)	Not Included				Included[2]	
Domestic Voice Overage Rate	$0.25 per minute					
Domestic Mobile to Mobile	Unlimited					
Domestic Night & Weekend Minutes	Unlimited					
Domestic Long Distance	Included					
Domestic Data Rates	3G Basic Phones - $1.99/ MB or per data package 4G Basic Phones have a data block; a data package may be selected. 3G and 4G Smartphones require a data package.					
Text/Picture/Video Message Allowance	100 messages (76678)					
Text/Picture/Video Message Overage Rates	Incoming Text $0.02 per message / Outgoing Text $0.10 per message, per recipient / Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient					
Optional Features						
Unlimited Dom. Text/Picture/Video Messages	$12.00 (75439)					
Domestic Push To Talk Plus**	Not Available	$2.00 (device dependent) (3G 83270/4G 81174, 81129)				

Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

[1]The $15.99 zero access plan can only be 50% of an account's total share lines. 4G service requires 4G Equipment and 4G coverage.

[2]Friends & Family eligibility varies on selected calling plan.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

NATIONWIDE GOVERNMENT INTERNATIONAL CALLING PLANS

4G Nationwide International Voice & Data Travel Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$86.57 (38196)	$102.43 (38197)	$117.06 (38198)
Monthly Access Fee less discount	$66.66	$78.87	$90.14
Monthly Domestic Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited[1]		
Domestic Text/Picture/Video Messages	Unlimited		
International Travel Data Allowance	Unlimited[2]		
GSM International Travel Voice Roaming	**Zone 1 Countries** (see list below)		**Zone 2 Countries** (see list below)
	$0.69 per minute		$1.99 per minute
4G Domestic Push To Talk Plus**	$2.00 (device dependent) (81129/81174)		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G LTE GSM/UMTS Global-capable smartphones. [2]The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries and rates for services such as voice, messaging, and non-terrestrial (aircraft and cruise ship) voice rates, go to www.verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. Friends & Family eligibility varies on selected calling plan.

[1]**Domestic Data Allowance:** Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice (Domestic Only): At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

WIRELESS DATA SERVICES

Flexible Business Plans For Data Devices

The plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	**Connected Devices, Tablets, Netbooks, Notebooks**	**Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices**				
Monthly Access Fee	**$5.00** (92739)	**$10.00** (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	**$5.00**	**$10.00**	**$26.95**	**$34.65**	**$42.35**	**$50.05**	**$57.75**
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

PUBLIC SAFETY WIRELESS VOICE & DATA PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	**$39.99** (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance(1)	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month (76440)
Push-to-Talk Plus	$2.00 additional per month (device dependent) (81129/81174)

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan and features are subject to a 2.5% fee applied to the Monthly Recurring Charges. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	**$22.99 (16810)**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
	921150 American Indian and Alaskan Native Tribal Governments
485111 Mixed Mobile Transit Systems (Rail and Buses)	921190 Other General Government Support
	921110 Executive Offices
485112 Commuter Rail Systems	

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any overage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	**$17.99 (96626/ 96625)**
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
	921150 American Indian and Alaskan Native Tribal Governments
485111 Mixed Mobile Transit Systems (Rail and Buses)	921190 Other General Government Support
	921110 Executive Offices
485112 Commuter Rail Systems	

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	**$37.99 (20312)**
Domestic Data Allowance[(1)]	Unlimited

Notes: Current coverage details and non-domestic data rates can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. [(1)] Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee Per MDN	**$0.00**

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and emergency preparedness customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee	**$0.00** (86124)

Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

Verizon Wireless Plan and Feature Details

Verizon Wireless Plan and Feature Details only apply to the Customized Service Plans available on the CALNET contract.

Certain agreed upon revisions to the Contractor's standard terms are set forth in this Catalog Attachment A. Such mutually agreed upon terms shall take precedence over any conflicting terms in the Contractor's standard Acceptable Use Policy as may be modified from time to time.

To the extent that this Catalog Attachment A conflicts with other provisions in the Contract, the terms set forth in the Contract shall take precedence, pursuant General Provisions Section 14 (Order of Precedence). Catalog Attachment A may be modified by the mutual written consent of the parties.

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk** Plus **Calling Plan to another calling plan may not be able to use certain Push to Talk** Plus **capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. . Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk

contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. **Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers.

To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive"

functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

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Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming:. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International**.**

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager[SM] and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of April 1, 2020, the basic FUSC rate is 19.60% and changes quarterly. The FUSC rate for bundled minute plans is 5.67% if the customer does not exceed the included number of minutes. The 19.60% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge
The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.

This charge is subject to change over time upon notice and is taxable in most jurisdictions.
Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

COUNCIL COMMUNICATION

CC #: 1185
File #: 0203-01

Title: Vehicle and Equipment Purchases - Purchase Orders
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.6.

RECOMMENDATION TO COUNCIL

RFQ 10-3276
Staff recommends Council approve a purchase order to Winner Chevrolet, Inc. for seven Chevrolet Bolt electric vehicles (EV) utilizing RFQ 10-3276 to replace Fleet ID 05-235, 07-105 11-209, 07-111, 06-H03, 07-106 and 11-106 approved in the FY2020-21 Fleet Replacement budget. The total cost including options and sales tax is $206,321.

RFQ 10-3277
Staff recommends Council approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for five Ford F150 trucks utilizing RFQ 10-3277 to replace Fleet ID 07-254, 05-225 and three fleet additions approved in the FY2020-21 Fleet Replacement budget. The total cost including options and sales tax is $143,052.

Sourcewell
Staff recommends Council approve a purchase order to Altec Industries, Inc. for one Altec DB41B backyard digger derrick utilizing Sourcewell contract #012418-ALT as a new fleet addition approved in the FY2020-21 Fleet Replacement budget. The total cost including options and sales tax is $220,838.

Staff recommends Council approve a purchase order to Pape DW Inc. dba Ditch Witch West for one Ditch Witch HX50 vacuum excavator utilizing Sourcewell contract #012418-CMW as a new fleet addition approved in the FY2020-21 Fleet Replacement budget. The total cost including options and sales tax is $89,647.

Staff recommends Council approve a purchase order to Schwarze Industries, Inc. for one Schwarze A9 Monsoon sweeper utilizing Sourcewell contract #122017-SZW to replace Fleet ID 10-836 approved in the FY2020-21 Fleet Replacement budget. The total cost including options and sales tax is $326,721.

BACKGROUND

RFQ 10-3276

The Fire Department is purchasing two electric vehicles as replacements for Fleet ID 05-235 and 07-105. These sedans will be assigned to fire administrative staff for the purpose of logistical support within the region, moving of equipment and supplies, attending in person meetings, and transfer of personnel and equipment between fire stations. Additionally these vehicles will be used for fire and life safety activities including offsite meetings and inspections. These vehicles will also act as a shared vehicle for the entire Fire Department when available.

The Environmental Utilities (EU) Water Efficiency division is purchasing one EV as a replacement for Fleet ID 11-209. This sedan is assigned to a Water Conservation worker for the purpose of water wise house calls, water waste investigations, customer rebates, public outreach events and any compliance issues related to the new state legislation water use efficiency laws (SB606 / AB1668).

The EU Waste Water Maintenance division is purchasing one EV as a replacement for Fleet ID 07-111. This sedan is used to provide transportation of maintenance management and administrative staff throughout the City of Roseville. The vehicle is shared by staff located at the Pleasant Grove, Dry Creek, and Barton Road treatment plants.

The Electric Department is purchasing one EV as a replacement for Fleet ID 06-H03. This sedan is used by Electric staff for trips to the Civic Center, Sacramento, and industry and community Events.

The Development Services Planning division is purchasing one EV as a replacement for Fleet ID 07-106. This sedan is used by planning for site inspections and offsite meetings. This vehicle also acts as a shared vehicle for the entire Development Services department when available.

The Public Works Engineering division is purchasing one EV as a replacement for Fleet ID 11-106. This sedan is used almost daily and shared between 20 Public Works staff to transport them to meetings and job inspections. Much of the inspection work is for active construction sites in or near live traffic, so a city pool vehicle with high visibility is required.

RFQ 10-3276 included the purchase of 4 EV's with an option to purchase up to 3 additional EV's based on departments approved budgets. The winning bid is below budget so the 3 additional EV's will be purchased at the same price.

A formal bid was issued with the following vendor responses:

Vendor Unit price per EV (with options)
Winner Chevrolet $29,474.48
Elk Grove, CA

Dublin Chevrolet Cadillac $31,162.00
Dublin, CA

Maita Chevrolet $32,782.00
Elk Grove, CA

Fleet Vehicles Source Inc. $36,244.00
Covina, CA

RFQ 10-3277

The Parks, Recreation and Libraries (PRL) Open Space division is purchasing one Ford F150 as a replacement for Fleet ID 07-254. This truck is used by a PRL Supervisor to check areas of responsibility to include parks, landscapes, and open space throughout the City. The truck is used to tow trailers and transport supplies and equipment.

The Development Services Engineering division is purchasing one Ford F150 as a replacement for Fleet ID 05-225. This truck is used for daily inspections by construction inspection staff. This vehicle will be assigned to an inspector once the recruitment of the vacant position is filled. The truck performs daily site visits at various locations throughout the City.

The EU Water Efficiency division is purchasing one Ford F150 as a new fleet addition. This truck will be assigned to a Water Conservation worker for the purpose of water wise house calls, water waste investigations, customer rebates, public outreach events and any compliance issues related to the new state legislation water use efficiency laws (SB606 / AB1668).

The EU Waste Services division is purchasing one Ford F150 as a new fleet addition. This vehicle will be assigned to a Refuse Supervisor who will use it daily to perform route audits, respond to field issues, and perform site visits. The supervisor will also transport crews to various locations throughout the City.

The EU Wastewater Collections division is purchasing one Ford F150 as a new fleet addition. This truck will be assigned to a new collections supervisor who will use it daily to perform field checks for compliance and safety audits. They will also follow up on Fats Oils & Grease (FOG) Inspections and respond to field issues such as sanitary sewer overflows and odor complaints. The supervisor is also responsible to perform site visits and to transport crews to various locations throughout the City.

RFQ 10-3277 included options based on every division's needs. Since all options are not required for every Ford F150 the PO pricing will be lower than the Total Price.

A formal bid was issued with the following vendor responses:

Vendor	Total Price (with all potential options)
San Leandro Ford San Leandro, CA	$128,702.65
Napa Ford Napa, CA	**$194,035.80**
Future Ford Roseville, CA	$198,701.55
Oroville Ford Oroville, CA	$209,737.20

The apparent low bidder San Leandro Ford included pricing for only 3 out of 10 truck options on the bid and is deemed non responsive.

Sourcewell

The Roseville Electric Construction and Maintenance division is purchasing one Altec DB41B backyard digger derrick as a fleet addition. This equipment is used to replace backyard electrical

distribution poles. Poles located in backyard easements require either a crane to replace or the use of a backyard digger derrick. This fleet addition will replace a rental unit that the department has been using. This unit is necessary to maintain the Electric department's high standard of reliability and minimize unscheduled outage restoration times.

The Roseville Electric Construction and Maintenance division is purchasing one Ditch Witch HX50 vacuum excavator as a fleet addition. This equipment is used to excavate on and around subsurface utilities when using other means is deemed unsafe. Many subsurface utilities require either hand digging or vacuum excavation equipment to identify the exact locations of their facilities. This equipment is crucial when performing electric utility pole replacements and identifying the location of faulted primary and secondary electrical lines. This fleet addition will replace an existing rental unit that the Electric department has been utilizing.

The Public Works Street Sweeping division is purchasing one Schwarze A9 Monsoon regenerative air sweeper as a replacement for 10-836. The sweeper is used for residential and commercial street sweeping. The vehicle is used to meet state regulatory requirements for the MS4 permit. Street sweeping keeps gutters and alleys clean, improves aesthetics, and removes road debris.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
05-235	30	Meets City replacement criteria
07-105	29	Meets City replacement criteria
11-209	31	Meets City replacement criteria
07-111	25	Meets City replacement criteria
06-H03	27	Meets City replacement criteria
07-106	25	Meets City replacement criteria
11-106	19	Good condition - see explanation below
07-254	25	Meets City replacement criteria
05-225	33	Meets City replacement criteria
10-836	36	Meets City replacement criteria

The City is beginning to embark upon the widespread implementation of electric vehicles (EV). As Public Works begins deploying electric vehicles throughout the City departments, it is important for Public Works staff to experience the EV changes and challenges along with its internal customers so that Fleet Management staff can best educate and address any concerns. While the request to replace one existing sedan does not quite meet the replacement score typically required before replacement, the unique nature of the EV changes justifies the early replacement. In addition, the replaced vehicle will serve a useful purpose in the City's motorpool as a backup when department vehicles are in the shop for repair. The cost of the replacement is funded by the Fleet Replacement Fund and no additional General Fund resources are required.

FISCAL IMPACT

RFQ 10-3276

The total cost of seven Chevrolet Bolt EV's including options and sales tax is $206,321. Funding

is included in the FY2020-21 Fleet Replacement budget.

RFQ 10-3277
The total cost of five Ford F150 trucks including options and sales tax is $143,052. Funding is included in the FY2020-21 Fleet Replacement budget.

Sourcewell
The total cost of one Altec DB41B backyard digger derrick including options and sales tax is $220,838. Funding is included in the FY2020-21 Fleet Replacement budget.

The total cost of one Ditch Witch HX50 vacuum excavator including options and sales tax is $89,647. Funding is included in the FY2020-21 Fleet Replacement budget.

The total cost of one Schwarze A9 Monsoon sweeper including options and sales tax is $326,721. Funding is included in the FY2020-21 Fleet Replacement budget.

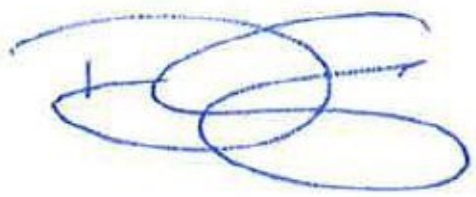
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of vehicles and equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

COUNCIL COMMUNICATION

CC #: 1176
File #: 0400-06-01 & 0900-02

Title:	Supplement to Aquifer Storage and Recovery Program Environmental Impact Report
Contact:	Trevor Joseph 916-517-2578 tjoseph@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt the attached resolution to:
1) Certify the Final Supplemental Environmental Impact Report (Final SEIR)(Exhibit A);
2) Approve the Findings of Fact and Statement of Overriding Considerations (Exhibit B)
3) Approve the Mitigation Monitoring Plan (Exhibit C)
4) Approve the Aquifer Storage and Recovery (ASR) modified project as described in the Final SEIR.

BACKGROUND

ASR, also referred to as conjunctive use or groundwater banking, involves injection of treated surface water through specially-designed groundwater wells into the aquifer for storage, and later extraction. The ASR Program is a component of the City's strategy to maximize its ability to fully use allocated surface water and increase water supply reliability during peak demand times or dry rainfall years. In normal and wet years, the City meets buildout water demands using a combination of contracted surface water and recycled water supplies. Groundwater is used during critically dry years when surface water supplies are limited by drought. In addition, future surface water contracts, such as water made available from the Central Valley Project, can be used to maximize the use of ASR infrastructure and further improve the City's future water supply reliability.

In March 2012, City Council approved the City of Roseville ASR Program, and certified the accompanying ASR Program Final Environmental Impact Report (FEIR) (SCH No. 2009072018).

The 2012 ASR Program EIR addressed the environmental impacts of constructing and operating 13 ASR wells capable of both water injection and groundwater extraction. Eight of the 13 wells identified have been constructed. Of the remaining five wells covered in the 2012 ASR EIR that have not been constructed, three sites have been determined to be infeasible (due to water quality and/or hydrogeology), and two are still to be constructed.

FISCAL IMPACT

Future well construction activities are funded by developers and programmed as part of the Capital Improvement Program (CIP) annual budget process. In addition, to aid in meeting CIP funding, the City has submitted for a Water Infrastructure Finance and Innovation Act (WIFIA) low interest loan through the Federal Environmental Protection Agency (EPA). The Environmental Utilities Department expects to receive notice on the status of this request in the summer of 2021. Consequently, no General Fund resources would be used for ASR Program implementation.

ENVIRONMENTAL REVIEW

The CEQA process is summarized below.

In accordance with California Environmental Quality Act (CEQA) Section 15163, because only minor additions and changes would be needed to make the previous EIR adequate for the project as revised, a Supplement to the ASR EIR was prepared to analyze environmental effects of the modified well locations.

Draft Supplemental EIR

The City made the Draft SEIR available to local, state, and federal agencies and to interested organizations and individuals for review and comment. In accordance with CEQA Guidelines Section 15105, the Draft SEIR was available for a 45-day public review and comment period starting August 7 and ending September 22, 2020. The Draft SEIR was available on the City of Roseville website at www.roseville.ca.us/groundwater. Copies of the Draft SEIR were available for public review, by appointment, at the Permit Center. A virtual public workshop was held on August 25, 2020.

Summary of Project Impacts

A full summary of project environmental impacts and recommended mitigation measures is contained in Chapter 1 of the Final EIR (Exhibit A). As discussed in the Final EIR, with one exception, all potential project impacts can be mitigated to a less than significant level. The only impact that would remain significant and unavoidable after mitigation is construction noise during well drilling.

Mitigation Monitoring Program

CEQA requires adoption of a Mitigation Monitoring Program (MMP) to ensure mitigation measure compliance during project construction and operation. The Final MMP is included as Exhibit C.

Significant Unavoidable Impacts/Statement of Overriding Considerations

The conclusion of the Final EIR is that all impacts with the exception of well drilling construction noise can be reduced to less-than-significant levels with the application of identified ordinances, standards and mitigation measures presented in the Final EIR. As discussed in the Final EIR,

construction noise impacts can be reduced with implementation of temporary noise barriers, however the residual impact was found to be significant and unavoidable.

The MMP includes a mitigation measure, from the 2012 EIR, in response to concern regarding noise impacts during well drilling. Noise Mitigation Measure 4.3-4 commits the City to work with individual residents on an as-needed basis in the event that drilling construction noise causes extenuating circumstances.

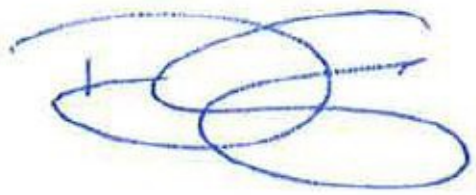
Findings of Fact

CEQA requires the City of Roseville (as the CEQA lead agency) to make written findings whenever it decides to approve a project for which an EIR was certified (Public Resources Code Section 21081). The findings explain how the lead agency approached the significant impacts identified in the EIR. Findings for the proposed project have been prepared and are included herewith as Exhibit B. CEQA prohibits an agency from approving a project that will have a significant, unavoidable environmental impact unless the agency adopts a statement describing the specific benefits of the project that outweigh its expected unavoidable impacts (i.e., the overriding considerations). Because project implementation would involve significant unavoidable construction noise effects, a Statement of Overriding Consideration is included.

Respectfully Submitted,

Terri Shirhall, Environmental Coordinator and Trevor Joseph, Hydrogeologist

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-489

Final Supplemental EIR

SEIR Findings and Facts

SEIR Mitigation Monitoring and Reporting Program

RESOLUTION 20-489

CERTIFYING A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE AQUIFER STORAGE AND RECOVERY PROGRAM, APPROVE FINDINGS OF FACT, ISSUING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING A MITIGATION MONITORING PROGRAM AND APPROVING THE AQUIFER STORAGE AND RECOVERY MODIFIED PROJECT

WHEREAS, in March 2012, City Council approved the City of Roseville Aquifer Storage and Recovery (ASR) program and certified the accompanying ASR Program Final Environmental Impact Report (FEIR); and

WHEREAS, eight of the 13 wells identified in the 2012 ASR Program Environmental Impact Report (EIR) have been constructed and three of the five remaining wells yet to be constructed have been determined to be infeasible due to water quality and/or hydrogeology; and

WHEREAS, due to the infeasibility of the three originally proposed well sites, and to maximize benefits of the ASR Program, staff has identified six new potential well sites suitable for ASR operations; and

WHEREAS, these minor changes referred to in the Supplement to the ASR EIR as the "modified Project", are described in the draft Supplemental Environmental Impact Report (SEIR); and

WHEREAS, no other changes to the City's ASR Program are proposed; and

WHEREAS, the Final SEIR was presented to the City Council and City Council has reviewed and considered the information in the Final EIR;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. It is hereby certified that the Final SEIR was presented to the City Council, a copy on file with the City Clerk.

2. It is hereby certified that the City Council has reviewed the Final SEIR prepared for the Aquifer Storage and Recovery Program, all staff reports pertaining to the Project, and all other pertinent documents relating to the preparation of the Final SEIR, and that the Final SEIR is adequate, complete and has been prepared in compliance with CEQA.

3. It is hereby certified that the Final SEIR reflects the independent judgment and analysis of the City Council of the City of Roseville and that the City Council reviewed and considered the information contained in the Final SEIR prior to approving the Project.

4. The City Council hereby adopts the Findings of Fact and Statement of Overriding Considerations for the Aquifer Storage and Recovery SEIR, on file with the City Clerk, pursuant to Public Resources Code section 21081.

5. The City Council hereby adopts and incorporates into the Project all of the mitigation measures for the Project that are within the responsibility and jurisdiction of the City that are identified in the Findings.

6. The City Council hereby adopts the Mitigation Monitoring Plan for the Aquifer Storage and Recovery SEIR, on file with the City Clerk.

7. The City Clerk shall be the custodian of the record of the proceedings, and the documents and other materials constituting the record of proceedings shall be located at the office of the City Clerk.

8. The City Clerk is directed to file a Notice of Determination in the Office of the County Clerk of Placer County for posting in the County Clerk's Office in accordance with Public Resources Code section 21152, within five working days after approval of the resolution.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2020 by the following on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

1_Introduction_ASR_SEIR_2020-10-12.pdf
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1.1 Introduction and Background
1.2 Contents and Format of the Final EIR
1.3 CEQA Process
1.3.1 Notice of Preparation
1.3.2 The Draft Supplemental EIR
1.3.3 Completion of the CEQA Process
1.4 Project Description and Objectives
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1.6 Final SEIR Organization
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2.1 Summary of Commenting Parties
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Preparers of the Draft and Final Supplemental EIR
3.1 Lead Agency
City of Roseville
3.2 Consultants
Environmental Science Associates
Stantec
MMRP

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2_Comments and Responses_ASR_SEIR_2020-10-12.pdf
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3_Preparers_ASR_SEIR_2020-10-12.pdf
Chapter 3

CITY OF ROSEVILLE AQUIFER STORAGE AND RECOVERY PROGRAM

Final Supplemental Environmental Impact Report

Prepared for

City of Roseville

October 2020

CITY OF ROSEVILLE AQUIFER STORAGE AND RECOVERY PROGRAM

Final Supplemental Environmental Impact Report

Prepared for

City of Roseville

October 2020

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500
esassoc.com

ESA

Bend	**Orlando**	**San José**
Camarillo	**Pasadena**	**Santa Monica**
Delray Beach	**Petaluma**	**Sarasota**
Destin	**Portland**	**Seattle**
Irvine	**Sacramento**	**Tampa**
Los Angeles	**San Diego**	
Oakland	**San Francisco**	

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OUR COMMITMENT TO SUSTAINABILITY | ESA helps a variety of public and private sector clients plan and prepare for climate change and emerging regulations that limit GHG emissions. ESA is a registered assessor with the California Climate Action Registry, a Climate Leader, and founding reporter for the Climate Registry. ESA is also a corporate member of the U.S. Green Building Council and the Business Council on Climate Change (BC3). Internally, ESA has adopted a Sustainability Vision and Policy Statement and a plan to reduce waste and energy within our operations. This document was produced using recycled paper.

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Appendix

A. Mitigation Monitoring and Reporting Program

Tables

Table 2-1 List of Draft SEIR Commenting Parties 2-1

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CHAPTER 1
Introduction

1.1 Introduction and Background

This Final Supplemental Environmental Impact Report (Final SEIR) is a supplement to the Aquifer Storage and Recovery (ASR) Program Draft and Final Environmental Impact Report (State Clearinghouse [SCH] No. 2009072018). That previous environmental impact report (EIR), which was certified by the City of Roseville (City) on March 29, 2012, is referred to in this Final SEIR as the "2012 ASR Program Final EIR."

The 2012 ASR Program Final EIR identified the City's ASR Program (referred to in this Final SEIR as the "Project") as an essential tool to maintain groundwater as a sustainable resource, improve the City's water supply reliability, and meet regional conjunctive use program goals.

ASR is a process in which treated surface water is injected by specially designed groundwater wells into the groundwater aquifer for storage, then is later recovered for municipal use. To meet water demands, the City uses a portfolio approach, defined as a combination of groundwater and surface water supplies. The ASR Program is a component of the City's strategy to maximize its ability to fully use allocated surface water and increase water supply reliability during peak demand times or dry rainfall years. In normal and wet years, the City meets buildout water demands using a combination of contracted surface water and recycled water supplies. Groundwater is used during critically dry years when surface water supplies are limited by drought. The ASR Program allows the City to inject treated surplus surface water into the underlying groundwater aquifer for storage and later extraction. In addition, future surface water contracts, such as water made available from the Central Valley Project, can be used to maximize the use of ASR infrastructure and further improve the City's future water supply reliability.

The 2012 ASR Program Final EIR addressed the environmental impacts of constructing and operating 13 ASR wells capable of both water injection and groundwater extraction. Eight of the 13 wells identified were constructed. Out of the remaining five wells covered in the 2012 ASR Program Final EIR that were not constructed, two are still to be constructed and are addressed in the Draft SEIR. Therefore, the Draft SEIR addresses eight ASR wells that were either partially or not covered in the 2012 ASR Program Final EIR. Two of the eight ASR wells are considered "back-up" sites and will only be installed if other ASR well sites are not feasible. Therefore, the total amount of ASR wells evaluated under this Draft SEIR are eight with six ASR wells to be constructed. These minor additions or changes, referred to in the Draft SEIR as the "modified Project," are described in Chapter 2, *Project Description* of the Draft SEIR.

1.2 Contents and Format of the Final EIR

This Final EIR has been prepared to accompany the Draft SEIR for the modified Project. The Draft SEIR identified environmental impacts associated with the construction and operation of the modified Project, and recommended mitigation measures to reduce potential significant impacts. The statutes and Guidelines of the California Environmental Quality Act (CEQA) require the Lead Agency, the City, to consult with public agencies having jurisdiction over a proposed project, and to provide the public and other interested parties with an opportunity to comment on the Draft SEIR. This "Responses to Comments" document responds to environmental issues raised by the comments on the Draft SEIR.

This document, together with the Draft SEIR, constitutes the Final SEIR. CEQA Guidelines (Section 15132) specify that a final environmental impact report shall consist of:

- The Draft EIR or a revision of the draft;
- Comments and recommendations received on the Draft EIR either verbatim or in summary;
- A list of persons, organizations, and public agencies commenting on the Draft EIR;
- The responses of the Lead Agency to significant environmental points raised in the review and consultation process;
- Any other information added by the Lead Agency.

1.3 CEQA Process

The City has completed the following procedural requirements in compliance with CEQA.

1.3.1 Notice of Preparation

In accordance with CEQA Guidelines Sections 15063 and 15082, the City originally prepared and published a Notice of Preparation (NOP) of an EIR on July 1, 2009 (see Appendix A of the 2012 ASR Program Draft EIR). The NOP was circulated to the public and to federal, state, and local agencies and other interested parties to solicit comments on the proposed Project. The public comment period for the NOP closed on August 3, 2009. In addition to the 45-day public and agency comment period, public scoping meetings were held on July 15 and July 29, 2009, at the City of Roseville Corporation Yard and Timber Creek Lodge, respectively.

Concerns raised in response to the NOP and oral comments received at the scoping meetings were considered during preparation of the 2012 ASR Program Draft EIR and the Draft SEIR. The scoping comments were included in Appendix B of the 2012 ASR Program Draft EIR.

1.3.2 The Draft Supplemental EIR

The City made the Draft SEIR available to local, state, and federal agencies and to interested organizations and individuals for review and comment. In accordance with CEQA Guidelines

Section 15105, the Draft SEIR was available for a 45-day public review and comment period starting August 7 and ending September 22 2020, at 5:00 pm. The Draft SEIR could be viewed and/or downloaded from the City of Roseville website at www.roseville.ca.us/groundwater. Copies of the Draft SEIR were available for public review, by appointment, at the City of Roseville Permit Center, 311 Vernon Street, Roseville, CA 95678. A virtual public workshop was held on August 25, 2020.

1.3.3 Completion of the CEQA Process

The Final SEIR will be made available to the public for review prior to certification. In order to complete the CEQA process, the City Council will formally review and consider this Final SEIR, pursuant to the requirements of Section 15090 of the CEQA Guidelines. After considering the anticipated and potential environmental impacts of the modified Project, as identified in the Draft SEIR, the City Council will then choose whether or not to (1) certify the Final SEIR and (2) approve the modified Project. Where a significant impact is identified, the City is be required to make one or more findings for each significant effect, and then adopt a statement of overriding conditions.

If the City decides to certify the Final SEIR, then the City may proceed with modified Project. CEQA also requires Lead Agencies to adopt a mitigation monitoring and reporting program for those changes to the project that it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. All adopted mitigation measures have been included in the mitigation monitoring and reporting program (**Appendix A**), to verify compliance.

After certifying the Final SEIR and approving the Project, the City will file a Notice of Determination (NOD) with both the City Clerk's office and the State Clearinghouse.

1.4 Project Description and Objectives

No changes to the Project or its objectives have been made following publication of the Draft SEIR. Please refer to Chapter 2, *Project Description*, of the Draft SEIR.

1.5 Project Location

No changes to the Project location have been made following publication of the Draft SEIR. Please refer to Chapter 2, *Project Description*, of the Draft SEIR.

1.6 Final SEIR Organization

This Final SEIR is organized into the following chapters and appendices:

Chapter 1, Introduction. Chapter 1 includes introductory and background information, describes the CEQA process completed to date and procedures to be followed for the completion of CEQA, and summarizes Final SEIR organization.

Chapter 2, Comments Received and Responses. Chapter 2 presents the one comment received on the Draft SEIR, and provides responses to the comment.

Chapter 3, List of Preparers. Chapter 3 provides the names of the Final SEIR authors and consultants, and agencies or individuals consulted during preparation of the Final SEIR.

Appendices. Appendix A is a Mitigation Monitoring and Reporting Plan prepared in support of the Supplemental EIR.

CHAPTER 2
Comments Received and Responses on the Draft SEIR

2.1 Summary of Commenting Parties

The agency that provided comments on the Draft SEIR is listed in Table 2-1. The table identifies the assigned letter number and the number of individual comments contained in the letter. No comments were received during the public meeting for the Draft SEIR, which was held on September 22, 2020.

TABLE 2-1
LIST OF DRAFT SEIR COMMENTING PARTIES

Commenter	Contact	Comment Letter	Number of Comments
State Water Resources Control Board (State Water Board)	Greg Hendricks, Environmental Scientist	1	2

2.2 Comments and Responses

The following discussion presets a response to the State Water Board comment. The comments submitted by the State Water Board did not result in changes to text in the Draft SEIR, nor did the comments change the findings or conclusions of the Draft SEIR.

2.2.1 State Water Board (Letter 1)

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR

JARED BLUMENFELD SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

23 September 2020

Terri Shirhall
City of Roseville
Development Services Department
311 Vernon Street
Roseville, CA 95678

COMMENTS TO REQUEST FOR REVIEW FOR THE DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, CITY OF ROSEVILLE AQUIFER STORAGE AND RECOVERY PROGRAM PROJECT, SCH#2009072018, PLACER COUNTY

Pursuant to the State Clearinghouse's 7 August 2020 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Draft Supplement Environmental Impact Report* for the City of Roseville Aquifer Storage and Recovery Program Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38. 1-1

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of

Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website: http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at: https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

1-1 (cont.)

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

1-2

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits[1]

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

1-2 (cont.)

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act

[1] Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

1-2 (cont.)

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at: https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage

under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

1-2 (cont.)

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/

If you have questions regarding these comments, please contact me at (916) 464-4709 or Greg.Hendricks@waterboards.ca.gov.

Greg Hendricks
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

Response to Comment 1-1

The Draft SEIR evaluated potential impacts to both surface and groundwater quality. See Section 3.5, *Hydrology and Water Quality*, of the Draft SEIR.

Response to Comment 1-2

As described in Section 2.5, *Required Permits and Approvals for the Modified Project*, of the Draft SEIR, the proposed modification to the existing ASR Program would require approvals by the Central Valley Regional Water Quality Control Board (Regional Board) to ensure consistency with the approved General Order Permit that was issued in 2013. In addition, the City would obtain a Waste Discharge Permit from the Regional Board for groundwater injection operations associated with the modified Project.

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CHAPTER 3
Preparers of the Draft and Final Supplemental EIR

3.1 Lead Agency

City of Roseville

- Terri Shirhall – Environmental Coordinator
- Trevor Joseph – Hydrologist

3.2 Consultants

Environmental Science Associates

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- Kelly Bayne – Biological Resources
- Heidi Koenig – Cultural Resources
- Eric Schniewind – Hydrology and Groundwater
- Chris Sanchez – Air Quality and Greenhouse Gas Emissions
- Alexandra Thompson – Environmental Justice
- Julie Nichols – Technical Editor

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- Patti Idlof – Technical Review

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Appendix A

Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Air Quality				
Mitigation Measure AQ-1: 1. Clean earth moving construction equipment with water, or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with NPDES BMP's, local ordinances and municipal codes. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be onsite, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site. 2. Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturer's specifications, to al/- Inactive construction areas (previously graded areas which remain inactive for 96 hours). 3. Minimize diesel idling time to a maximum of 10 minutes. 4. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.	City of Roseville	City of Roseville	Prior to construction activities	
Biological Resources				
Mitigation Measure 3.6-1: If construction (including equipment staging) occurs during the breeding season for nesting birds and raptors (between February 15 and September 15), a qualified biologist shall conduct a preconstruction nesting bird and raptor survey before the onset of construction activities. The preconstruction nesting bird and raptor surveys shall be conducted within 14 days before the start of construction activities between February 15 and September 15. Surveys for raptor nests (excluding Swainson's hawk) shall extend 500 feet from the ASR well sites. In addition, a 0.25-mile windshield-level survey shall be conducted to determine whether Swainson's hawk nests occur in the vicinity. If no active nests are detected, a letter report documenting the results of the survey shall be submitted to the City and no additional mitigation is recommended as long as construction begins within 14 days of the survey and does not halt for more than 14 days.	City of Roseville	City of Roseville	Prior to construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Mitigation Measure 3.6-2: If Migratory Bird Treaty Act-protected birds or raptors are found to be nesting on or adjacent to the ASR well sites, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nest area and to avoid take. The buffer shall be maintained around the nest area and monitored until the end of the breeding season, or until the biological monitor determines that the young have fledged and are foraging on their own or the nest is no longer active. The extent of these buffers shall be determined by the qualified biologist and shall depend on the species identified, the level of noise or construction disturbance, the line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Generally accepted avoidance buffers are 100 feet for nesting birds and 250–500 feet for nesting raptors. A letter report documenting the rationale for the established buffer and the results of monitoring shall be submitted to the City within 14 days of the date the biologist determines that the nest is no longer active and the avoidance buffer is no longer required.	City of Roseville	City of Roseville	Prior to construction activities	
Mitigation Measure 3.6-3: Following the results of the wetland verification or determination from USACE, and before the start of construction, silt fencing followed by straw wattles or other erosion control measures shall be placed around the edge of potentially occurring seasonal wetlands on the Vencil Brown ASR well site. In addition, silt fencing shall be placed at the edge of the well footprint between the well's work area and the potentially occurring seasonal wetlands, ephemeral drainage, and riparian area on the Vencil Brown well site. Silt fencing followed by straw wattles or other erosion control measures shall be placed at the edges of the Pleasant Grove, Campus Oaks, and Misty Woods ASR well sites to prohibit construction activities in waterways and riparian areas. Trucks and other vehicles shall not be allowed to park beyond the fencing, nor shall equipment be stored beyond the fencing. No vegetation removal or ground-disturbing activities shall be permitted beyond the fencing. The fencing shall remain intact for the duration of the construction activities.	City of Roseville	City of Roseville	Prior to construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Hazards and Hazardous Materials				
Mitigation Measure Hazard-1: Prior to initiating ground-disturbing activities, the City shall evaluate areas where drilling would occur to evaluate the potential for historical or existing hazardous materials. This evaluation shall include visual inspections of the site for evidence of hazardous materials releases (i.e., dumping) or evidence of nearby land uses, which may indicate the use of hazardous materials or hazardous waste generation (i.e., aboveground storage tanks, placarding). ff such evidence is observed, the City shall retain a qualified consultant to evaluate the potential for hazardous materials releases at the site prior to initiating construction to determine whether these releases may constitute a potential recognized environmental condition. If such a condition is determined to exist, the City shall prepare and implement a remediation plan prepared in accordance with the applicable regulatory agency (i.e., Department of Toxic Substances Control or Regional Water Quality Control Board) prior to proceeding with construction.	City of Roseville	City of Roseville	During construction activities	
Noise				
Mitigation Measure 4.3-1: Use of Sound Attenuation Measures during Well Drilling Operations. One such method to reduce noise levels is to erect a temporary sound barrier on the sides facing residences. An example would be barriers such as noise blanket panels mounted to steel framing. Noise blanket panels can be mounted horizontally or vertically and attached to vertical steel I-beam supports. Such barriers can reduce overall noise levels by approximately 17 dB [decibels].	Construction Contractor	City of Roseville	During construction activities	
Mitigation Measure 4.3-4[1]: Prior to Well Drilling the City Will Provide Notice to All Residents Subject to Potential Noise Impacts. The notice will include information about the need for 24-hour construction during a portion of the drilling phase, and related noise, and information to contact the City with concerns. The City will work with individual residents on an as-needed basis in the event that the drilling construction causes extenuating circumstances.	Construction Contractor	City of Roseville	During construction activities	

[1] There is no Mitigation Measure 4.2-2 in the 2012 ASR Program Final EIR. Therefore, the numbering for the Noise Mitigation Measures in this Draft SEIR is reflective of those in the 2012 ASR Program Final EIR.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Mitigation Measure 4.2-3: Reduce Well Pump (Operational) Noise Levels. Reduce noise levels associated with the well pump by providing a full or partial enclosure. The enclosure can take the form of a blockhouse or surrounding barrier designed to accommodate a pump motor 5-feet in height, and elevated off the ground by 18 inches. • A full enclosure with a roof would sufficiently reduce noise levels; however, ventilation openings should be located on the side of the building opposite the nearest residences. If a traditional barrier is constructed around the well site, it would need to be a minimum of 8 feet in height. • A variety of suitable sound attenuation options would be available. In order to ensure that sound levels are adequately mitigated, a qualified acoustical expert shall be consulted regarding placement, orientation, size, and density of acoustical barriers.	City of Roseville	City of Roseville	During construction activities	

AQUIFER STORAGE & RECOVERY SUPPLEMENTAL FINAL EIR

Findings of Fact and Statement of Overriding Considerations

Introduction

Project Goals and Objectives

The purpose of the Aquifer Storage and Recovery (ASR) Program is to address the challenges of drought, water conservation mandates, and pressure to dedicate surface water supplies to meet environmental purposes, while at the same time improving groundwater supply and reliability consistent with adopted regional and the City of Roseville (City) groundwater management goals and policies. The project goals and objectives include:

- Maximize the City's ability to fully utilize its surface water entitlements while improving the City's overall water supply reliability, operational flexibility, and use of existing City infrastructure.
- Manage the groundwater aquifer for its storage capabilities, particularly in light of the regulatory restrictions associated with surface storage, and as a sustainable resource to ensure groundwater availability in times of drought.
- Develop a cost-effective means for water supply-storage. Meet regional conjunctive use program goals as outlined in the City's General Plan, Water Forum Purveyor Specific Agreement, Western Placer County Groundwater Management Plan and Integrated Regional Water Management Plan.
- Ensure no net impact to aquifer from potential use during dry and drier years.
- Obtain approval for ASR operations from Regional Water Quality Control Board.

CEQA Environmental Analysis

A Draft and Final Supplemental Environmental Impact Report (collectively referred to in this document as the "Final SEIR") was prepared as a supplement to the ASR Program Draft and Final Environmental Impact Report (State Clearinghouse [SCH] No. 2009072018). That previous environmental impact report (EIR) was certified by the City of Roseville (City) on March 29, 2012 (referred to in this document as the "2012 ASR Program Final EIR.")

The information and conclusions contained in the Final SEIR and 2012 ASR Program Final EIR reflect the City's independent judgment regarding the potential adverse environmental impacts of the proposed project and the project alternatives.

Project Description

The City of Roseville (City) Aquifer Storage and Recovery Program (the "ASR Program," "proposed project," or "ASR") is a Capital Improvement Program project proposed by the City to improve water supply reliability, maintain groundwater as a sustainable resource, improve operational flexibility, and meet regional conjunctive use .program goals. ASR is a process where treated surplus surface water is injected through specially designed groundwater wells into the groundwater aquifer for storage. It is later recovered, when needed, for municipal use thereby increasing the City's water supply reliability during peak demand times, or during dry rainfall years. The City is exploring ASR as a component of the its overall water supply strategy in order to maximize the ability to fully utilize allocated surface water: manage the groundwater aquifer for its cost-effective, large-scale storage capability not otherwise readily available above-ground; meet regional conjunctive use program goals as outlined in the City's General Plan and Regional Water Management Plans; and ensure no net impact to the groundwater aquifer from potential use during dry and drier years.

The ASR Program is not required to meet City buildout water demands. The City uses a portfolio approach to meet water demands. In normal/wet years, buildout water demands. will be met using a combination of contracted surface water and recycled water supplies. Groundwater is also a part of the City's planned water supply portfolio and is currently used during critically dry years when surface water supplies are limited due to drought.

The 2012 ASR Program Final EIR addressed the environmental impacts of constructing and operating 13 ASR wells capable of both water injection and groundwater extraction. Eight of the 13 wells identified were constructed. Out of the remaining five wells covered in the 2012 ASR Program Final EIR that were not constructed, two are still to be constructed and are addressed in the Final SEIR. Six potential ASR well sites are proposed that were not addressed in the 2012 ASR. Therefore, the Final SEIR addressed eight ASR wells that were either partially or not covered in the 2012 ASR Program Final EIR. Two of the eight ASR wells are considered "back-up" sites and will only be installed if other ASR well sites are not feasible. Therefore, the Final SEIR evaluated a total of eight ASR wells, six of which will be constructed.

CEQA Findings of Fact

CEQA requires the lead agency (i.e., City of Roseville) to make written findings whenever it decides to approve a project for which an EIR was certified (Public Resources Code Section 21081). The findings explain how the lead agency approached the significant impacts identified in the EIR. "'Significant impacts" include those adverse effects of the project that can be reduced to a less-than- significant level as a result of the mitigation measures identified in the EIR. The State CEQA Guidelines (Title 14, California Code of Regulations) further explain the required findings.

Specifically, Section 15091 of the State CEQA Guidelines states that:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

  (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

  (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

  (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(b) The findings required by subsection (a) shall be supported by substantial evidence in the record.

The “changes or alterations” referred to in the Guidelines may be mitigation measures, alternatives to the project, or changes to the project by the project proponent. "Substantial evidence" means factual evidence, including expert opinion supported by facts.

In addition to describing the disposition of the various significant effects identified in the EIR, the findings must also explain why the project alternatives described in the EIR are not being selected for implementation. In other words, the City of Roseville is required to describe the specific economic, legal, social, technological, or other considerations that make each alternative infeasible.

CEQA Statement of Overriding Considerations

CEQA prohibits an agency from approving a project that will have significant, unavoidable environmental impacts unless the agency adopts a statement describing the specific benefits of the project that will outweigh its expected unavoidable impacts. If the project's specific economic, legal, social, technological, or other benefits outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable, notwithstanding the fact that they cannot be avoided. This "statement of overriding considerations" must be supported by substantial evidence (State CEQA Guidelines Section 15093).

Findings of Fact

The findings described below are organized by resource issue in the same order as the project impacts appear in the Final SEIR prepared for the project. The findings of infeasibility being made for the project alternatives follow the individual impact findings. These findings are discussed below.

Proposed Project Impact Findings

Noise Impacts

EIR Impact 4.3-1: Short Term Drilling Noise Levels at Nearest Residences

Findings: The City hereby makes finding (a)(3} as stated in State CEQA Guidelines Section 15091, with respect to the above-identified effect.

Facts Supporting the Findings: Implementation of the proposed project would result in 24-hour well drilling noise in the vicinity of the Woodcreek West, Del Webb, Hayden Parkway and Hewlett Packard well sites. The predicted noise levels at the adjacent residences range between 75 dB and 78 dB Leq. Therefore, the noise levels would exceed the nighttime noise level standard of 45 dB Leq by approximate1y 30 dB. Although well drilling activities are temporary (expected to occur for no more than one to two weeks) the noise levels would be substantial and would be a cause for annoyance. This is considered to be a *potentially significant impact.* The impact can be reduced, but not to a less than significant level1 by applying the following Final EIR mitigation measures.

> **Mitigation Measure 4.3-1:** Use of sound attenuation measures during well drilling operations. One such method to reduce noise levels is to erect a temporary sound barrier on the sides facing the residences. An example would be barriers such as noise blanket panels mounted to steel framing. Noise blanket panels can be mounted horizontally or vertically and attached to vertical steel beam supports. Such barriers can reduce overall noise levels by approximately 17 dB.
>
> **Mitigation Measure 4.3-4:** Prior to well drilling the City will provide notice to all residents subject to noise impacts. The notice will include information about the need for 24-hour construction during a portion of the drilling phase, and the related noise, as well as information to contact the City with any concerns. The City will work with individual residents on an as-needed basis in the event that the drilling construction noise causes extenuating circumstances.

EIR Impact 4.3-3: Well Pump (Operational) Noise Levels

Findings: The City hereby makes finding (a)(1) as stated in State CECA Guidelines Section 15091, with respect to the above-identified effect.

Facts Supporting the Findings: Without attenuation, well pump operational noise levels would exceed the City's nighttime noise level standard of 45 dB Leq at residences located near well sites, which is considered a potentially significant impact. However, Mitigation Measure 4.3-3 requires that well pump operational noise is reduced to comply with City standards by providing a full or partial enclosure designed by qualified acoustical expert who shall certify that the enclosure provides the required sound attenuation.

> **Mitigation Measure 4.3-3:** Reduce noise levels associated with the well pump by providing a full or partial enclosure. The enclosure can take the form of a block house or

surrounding barrier designed to accommodate a pump motor 5-feet in height, and elevated off the ground by 18 inches.

A full enclosure with a roof would sufficiently reduce noise levels, however ventilation openings should be located on the side of the building opposite the nearest residences. If a traditional barrier is constructed around the well site, it would need to be a minimum of 8-feet in height.

A variety of suitable sound attenuation options would be available. In order to ensure that sound levels are adequately mitigated, a qualified acoustical expert shall be consulted regarding placement, orientation, size, and density of acoustical barriers.

Air Quality

Initial Study Impact: Construction activities would generate temporary construction emissions

Findings: The City hereby makes finding (a)(1) as stated in State CEQA Guidelines Section 15091, with respect to the above-identified effect.

Facts Supporting the Finding: While the project would generate increases in nonattainment pollutants, they would not exceed PCAPCD significance thresholds, and would not be considered cumulatively considerable given the construction emissions would be temporary, and the atmospheric lifetime of the regulated pollutants is a matter of days and weeks. Although project and cumulative air quality impacts are determined to be less than significant, implementation of all feasible control measures would serve to reduce emissions to the greatest extent possible. As such, the following air quality mitigation measures are recommended:

Mitigation Measure AQ-1:

1. Clean earth moving construction equipment with water, or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with NPDES BMP's, local ordinances and municipal codes. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be onsite, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site.
2. Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturer's specifications, to all inactive construction areas (previously graded areas which remain inactive for 96 hours).
3. Minimize diesel idling time to a maximum of 10 minutes.
4. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.

Biological Resources

Initial Study Impact: Because wells would be constructed in a number of locations, the project could potentially disturb habitat for special-status species, including nesting raptors, riparian or wetland habitat, and associated plant and animal species. Based on these factors, the proposed project would result in potentially significant impacts to special-status species.

Findings: The City hereby makes finding (a)(1) as stated in State CECA Guidelines Section 15091, with respect to the above-identified effect.

Facts Supporting the Finding: With implementation of applicable ordinances and standards, permit processes and recommended mitigation measures, biological resource impacts from the ASR project would be reduced to less than significant. State and federal regulatory agencies would ensure via their respective permit processes that no net loss of the function or value of wetlands would occur and that nesting birds are protected as required by regulation. Implementation of the following mitigation measure ensures mitigation will occur consistent with resource agency requirements.

> **Mitigation Measure 3.6-1:** If construction (including equipment staging) occurs during the breeding season for nesting birds and raptors (between February 15 and September 15), a qualified biologist shall conduct a preconstruction nesting bird and raptor survey before the onset of construction activities. The preconstruction nesting bird and raptor surveys shall be conducted within 14 days before the start of construction activities between February 15 and September 15. Surveys for raptor nests (excluding Swainson's hawk) shall extend 500 feet from the ASR well sites. In addition, a 0.25-mile windshield-level survey shall be conducted to determine whether Swainson's hawk nests occur in the vicinity. If no active nests are detected, a letter report documenting the results of the survey shall be submitted to the City and no additional mitigation is recommended as long as construction begins within 14 days of the survey and does not halt for more than 14 days.
>
> **Mitigation Measure 3.6-2:** If Migratory Bird Treaty Act-protected birds or raptors are found to be nesting on or adjacent to the ASR well sites, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nest area and to avoid take. The buffer shall be maintained around the nest area and monitored until the end of the breeding season, or until the biological monitor determines that the young have fledged and are foraging on their own or the nest is no longer active. The extent of these buffers shall be determined by the qualified biologist and shall depend on the species identified, the level of noise or construction disturbance, the line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Generally accepted avoidance buffers are 100 feet for nesting birds and 250–500 feet for nesting raptors. A letter report documenting the rationale for the established buffer and the results of monitoring shall be submitted to the City within 14 days of the date the biologist determines that the nest is no longer active and the avoidance buffer is no longer required.
>
> **Mitigation Measure 3.6-3:** Following the results of the wetland verification or determination from USACE, and before the start of construction, silt fencing followed by

straw wattles or other erosion control measures shall be placed around the edge of potentially occurring seasonal wetlands on the Vencil Brown ASR well site. In addition, silt fencing shall be placed at the edge of the well footprint between the well's work area and the potentially occurring seasonal wetlands, ephemeral drainage, and riparian area on the Vencil Brown well site. Silt fencing followed by straw wattles or other erosion control measures shall be placed at the edges of the Pleasant Grove, Campus Oaks, and Misty Woods ASR well sites to prohibit construction activities in waterways and riparian areas. Trucks and other vehicles shall not be allowed to park beyond the fencing, nor shall equipment be stored beyond the fencing. No vegetation removal or ground-disturbing activities shall be permitted beyond the fencing. The fencing shall remain intact for the duration of the construction activities.

Hazards and Hazardous Materials

Initial Study Impact: The proposed project would locate groundwater wells in areas with no known hazardous materials releases. However, due to the degree of ground disturbance associated with the project, the potential exists for discovery of the presence of hazardous substances.

Findings: The City hereby makes finding (a)(1) as stated in State CEQA Guidelines Section 15091 with respect to the above-identified effect.

Facts Supporting the Finding: Initial Study Mitigation Measure Hazard-1 will be implemented as part of the proposed project. This mitigation measure would ensure that appropriate protocol is followed prior to initiating soil disturbing activities:

> **Mitigation Measure Hazard-1:** Prior to initiating ground-disturbing activities, the City shall evaluate areas where drilling would occur to evaluate the potential for historical or existing hazardous materials. This evaluation shall include visual inspections of the site for evidence of hazardous materials releases (i.e., dumping) or evidence of nearby land uses, which may indicate the use of hazardous materials or hazardous waste generation (i.e., aboveground storage tanks, placarding). If such evidence is observed, the City shall retain a qualified consultant to evaluate the potential for hazardous materials releases at the site prior to initiating construction to determine whether these releases may constitute a potential recognized environmental condition. If such a condition is determined to exist, the City shall prepare and implement a remediation plan prepared in accordance with the applicable regulatory agency (i.e., Department of Toxic Substances Control or Regional Water Quality Control Board) prior to proceeding with construction.

Project Alternative Impact Findings

In the 2012 ASR Program Final EIR, project alternatives (listed below) were considered for analysis. As described in the Final SEIR, no additional analysis of the alternatives is warranted, and the alternatives analysis in the 2012 ASR Program Final EIR remains adequate.

Alternative 1: No Project Alternative

The "no project" alternative would mean that the City would not implement General Plan policy directing the City to pursue ASR. Groundwater wells would be constructed, but would not be

designed for ASR capability. Available surface water supplies would not be injected year-around into existing and planned groundwater wells. Absent underground surface water storage, under the No Project Alternative, during conditions when treatment facilities operate at near capacity. or when water is in short supply due to drought conditions, water demand would be met with pure groundwater, recycled water, conservation measures and/or imported water.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: Implementation of the No Project Alternative would not provide the benefits of enhanced water supply reliability for City customers. Unlike the proposed project, during dry years the No Project Alternative would not offer stored surface water as a supplemental source of water supply. Under the No Project Alternative, water demand during dry years or peak demand times would be met using-existing sources, including groundwater. Therefore, the No Project Alternative would possibly decrease groundwater resources due to the need to use groundwater as a source of water supply during drought periods when the City's surface water contract is reduced by the USBR, or when distribution system needs are met. Implementation of the No Project Alternative would not meet the stated project objective to enhance the City's water supply reliability.

In most cases, the impacts of the No Project Alternative would be the same as the proposed project. No impacts identified as potentially significant under the proposed project would be reduced or avoided under the No Project Alternative.

Because the City would continue to construct new wells, the No Project Alternative would not reduce or eliminate the need for implementation of Mitigation Measure 4.3-1: Use of Sound Attenuation During Well Drilling Operations. Similarly, proposed project air quality, cultural resource, and biological resources environmental commitments and mitigation measures would apply to new well construction under the No Project Alternative as with the Proposed Project. While these mitigation measures would still be needed, under the No Project Alternative there would be no increased groundwater reliability or opportunity for aquifer blending to improve groundwater's aesthetic qualities.

Because the City would continue to construct new wells, the No Project Alternative would not eliminate significant unavoidable short term construction noise impacts at the proposed Woodcreek West, Del Webb, and HP well sites. This impact would be equivalent to the proposed project.

The proposed project would be environmentally superior because the No Project Alternative eliminates the potential for conjunctive use and increases the potential for groundwater depletion during times of drought or heavy demand.

The No Project Alternative would not meet the project objectives for increased water supply reliability, regional conjunctive use goals, or management of the groundwater aquifer for its storage capabilities and as a sustainable resource.

Alterative 2: Upgrade Water Treatment Plant to Ultraviolet and Ozone with a Separate Water Main

This alternative would consist of the addition of UV reactors or ozone injectors as a separate disinfection train to the existing water treatment plant. The existing chlorine disinfection would be used to provide water through the existing distribution system for potable consumption, while UV/ozone treated water would be used for injection water only. Similar to the existing water treatment process, raw water from Folsom Lake would undergo coagulation, flocculation, sedimentation, and filtration unit process prior to reaching the disinfection process. Filtered water would be split for disinfection treatment with UV or ozone and then pumped into a separate pipeline system for delivery to the ASR well sites. This process would minimize the creation of THMs, which are a disinfection byproduct.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: Based on the analysis presented in Section 6 of the DEIR, in most cases, the impacts of the WTP Upgrade with a Separate Pipeline Alternative would be the same as the proposed project. No impacts identified as potentially significant under the proposed project would be reduced or avoided under the WTP Upgrade.

The proposed project would be environmentally superior because the WTP Upgrade with a Separate Pipeline Alternative would require construction of a separate pipeline system to deliver water to the well sites, with the associated construction impacts and cost. The separate pipeline would also prevent introduction of added fluoride and DBPs into the groundwater aquifer when the treated surface water is injected. While the proposed project meets the primary standards for maximum contaminant levels; this alternative would further reduce the already less than significant potential impacts to groundwater quality.

Because the City would continue to construct new wells, the WTP Upgrade with a Separate Pipeline Alternative would not eliminate significant unavoidable short-term construction noise impacts associated with well drilling, or eliminate the need for implementation of Mitigation Measure 4.3-1: Use of Sound Attenuation During Well Drilling Operations. Similarly, proposed air quality, cultural resource, biological resources, environmental commitments and mitigation measures would continue to apply to new well construction under the WTP Upgrade Alternative.

Like the Proposed Project, this alternative would still generate noise from well drilling and has the potential for growth-inducing impacts due to the enhanced storage capacity.

Alternative 3: Surface Storage Alternative

A surface water storage alternative would entail construction of a water basin or reservoir of adequate size to store excess raw water from the City's entitled surface water allocation. The existing and proposed ASR wells would accommodate approximately 13,786 acre-feet of injected water for a single year. A basin or reservoir for surface storage of this amount of water would

require an area of approximately 3,500 acres, which, in order to preclude the need for a structural dam, would not exceed a depth of 4 feet. This alternative would require availability of a suitable site and procuring land to accommodate the storage basin as well as design and construction of infrastructure to convey and treat the water at the City's Barton Road WTP. On an ongoing basis, the storage basin would be regulated by the State, and would require compliance with water quality regulatory permitting requirements applicable to surface water storage.

Findings: The City of Roseville hereby makes finding {a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: The Surface Storage Alternative would have substantially greater or similar impacts compared to the Proposed Project for most issue areas. The intent of the Surface Storage Alternative is to reduce potential impacts associated with secondary drinking water standards (taste, odor and aesthetics) by minimizing the need to pump and distribute groundwater. However, even with surface water storage, under certain conditions, groundwater would still be pumped to supplement surface water supplies. On these occasions, absent ASR operations, the groundwater would not be blended with surface water. Therefore, the potential for effects of taste, odor, and aesthetics (secondary drinking water standards compliance) would not be entirely resolved by the Surface Storage Alternative.

Acquisition and construction of an adequately sized surface impoundment would be extremely costly and require extensive earth moving activities (e.g., excavation and grading); therefore, the construction period would be much longer than the proposed project, and the duration of construction-related impacts of traffic, noise, and air quality would also be prolonged. Due to the size of the undeveloped area required, the Surface Storage Alternative would also increase the potential for impacts to biological and paleontological/cultural resources. Because of the significant area required for the Surface Storage Alternative, the magnitude of potential impacts to traffic; biological resources, and cultural resources would also be increased compared to the proposed project.

Because this alternative requires significant land area, and construction time, it would result in greater temporary construction air quality and transportation/circulation impacts. The required land area would also result in greater potential impacts to biological and cultural resources.

The acquisition of surface storage area and associated infrastructure, and treatment needs would also add to overall project costs and be inconsistent with the project objective to maximize use of existing available infrastructure.

The Surface Water Storage Alternative would not eliminate the need for implementation of Mitigation Measures required for the Proposed Project.

The Surface Water Storage Alternative would not avoid or mitigate significant impacts of construction noise or potential growth-inducement and may result in new significant unavoidable impacts to air quality.

Alternative 4: Onsite Groundwater Treatment at ASR Wells

The purpose of this alternative is to improve the aesthetic qualities of groundwater prior to customer delivery. This would be accomplished with onsite treatment at well sites. The onsite treatment equipment would require approximately 24,500 square feet (0.56 acres) for treatment of extracted water, including processing, waste concentration, piping, and materials storage. Treatment equipment would add to system maintenance requirements and create the need for additional routine inspection, delivery, and security visits. The treatment process would generate a concentrated brine solution which would require temporarily onsite storage before being hauled away to an approved disposal facility.

Similar to the proposed project, implementation of the onsite groundwater treatment at ASR well sites would meet the project objectives by ensuring additional water supply reliability for City customers as well as providing regional conjunctive use goals with groundwater protection. The City investigated the cost for a reverse osmosis {RO) system in 2008, and based on engineering estimates, the capital cost to design and construct the treatment system would be $37,000,000 and the annual operation and maintenance cost for such a system would be near $4,000,000 per year per well. This equates to about $6,000,000 annualized cost per well for an estimated life span of the equipment of 20 years.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091 with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: The Onsite Water Treatment Alternative would not avoid or mitigate significant impacts of construction noise or potential growth inducement associated with the Proposed Project. The alternative would potentially create additional land use, energy demand, waste disposal, traffic, noise, public services and utilities, and air quality impacts compared to the proposed project.

The extracted groundwater currently meets potable water quality standards. Consequently the high costs of adding, operating and maintaining the required treatment facilities is difficult to justify. It is not uncommon for groundwater to have aesthetic qualities that are different from surface water. Given that the groundwater extracted from City wells is of similar quality to other municipalities served solely by groundwater and meets alt health protective drinking water standards and regulations; the need to justify the high capital and operational costs significantly decreases the feasibility of this alternative compared to the proposed project.

Alternative 5: Pump ASR Extracted Groundwater to the East Side of Town to Blend with Treated Surface Water and Deliver Equally Throughout the City. Estimated Cost $35-45 Million

This alternative would address the comment suggesting that ASR water be distributed more equitably throughout the City. Distribution of ASR water to the eastern half of the City would require construction of a pump station, and pipelines extending from ASR well sites east to Sierra College. The cost range would be 40 to 60 million dollars.

Potential land use impacts of Alternative 5 could include the need to acquire and rezone property, and/or relocate existing land uses. Pipelines would primarily be located in roadways which would cause temporary traffic impacts during construction. Space constraints could also be an issue due to existing pipelines/other infrastructure in roadways. This alternative therefore has greater potential for land use impacts compared to the proposed project. Due to the pump station and pipeline system, construction emissions would be greater than the project. Additionally, operation of the pump station would generate carbon emissions due to energy demands.

This alternative would entail considerably more construction than the proposed project, and therefore increased potential for impacts to cultural and biological resources.

Compared to the proposed project, which relies on existing infrastructure, this alternative would require increased infrastructure, operational, and rehabilitation costs for the pump station and pipelines, that would have limited use over time.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CECA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: Similar to the proposed project, implementation of this alternative would meet the basic project objective of ensuring additional water supply reliability, and meeting regional conjunctive use goals for groundwater protection.

This alternative would address the issue of distributing ASR water to a broader geographic area, however it would not mitigate the potentially significant effect of noise during well drilling. The pump station and pipelines would add substantial cost in comparison to the proposed project and would not be consistent with the project objective to use existing infrastructure.

Alternative 6: Construct Storage Tanks at Well Sites to Facilitate Blending ($77 million)

This alternative would address the commenter's desire to achieve a 50/50 blend of surface water and groundwater by using storage tanks to store and blend water. This responds to concerns about secondary drinking water standards for taste, odor, and aesthetics, associated with the proposed project. To effectively store and blend water would require a 2 million gallon tank and pump station at each well site, at a cost of approximately $7 million per site, at total of $77 million.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: Given the 2 million gallon tank size and pump stations needed for this alternative, there would be a greater potential for aesthetic impacts compared to the proposed project. The existing well sites are dedicated specifically for wells (e.g. typical well structures are approximately 1,300 sq. ft.) The footprint for a 2 million gallon storage tank and pump station would require approximately one acre. Well sites vary in

terms of surrounding land uses. Due to the land area needed for this alternative, compared to the proposed project, adding storage tanks would present potential land use conflicts.

Construction of storage tanks and pump stations would also increase the duration of construction compared to the proposed project, resulting in related air emissions and construction-related traffic. Additionally, due to the need to pump water to and from the storage tanks, this alternative would require higher energy use, and consequent pollutant emissions, compared to the proposed project.

Most well sites are located in or adjacent to open space preserve areas, which are protected by conservation easements that restrict development activities, with the intent to maintain the natural biological values in perpetuity. Modifying the easement restrictions would require approval by federal agencies, which is unlikely in staff's opinion. Alternatively nearby entitled lands could be acquired but at significantly higher costs. Similarly, the increased land area would also increase the potential for impacts to cultural resources.

This alternative would require maintenance, monitoring, and general oversight of the storage tanks, pump stations and oversight to ensure a specific ratio of surface water to groundwater mixing. Therefore the demand for utility services would be greater compared to the proposed project.

Similar to the proposed project, implementation of this alternative would meet the basic project objective of ensuring additional water supply reliability and meeting regional conjunctive use goals for groundwater protection. This alternative does not mitigate the potentially significant effect of noise during well drilling. The additional storage tank(s), pump station(s) and pipelines would add substantial cost and would not be consistent with the project objective to use existing infrastructure.

Alternative 7: Supply ASR Water to Industrial Zones before Introducing ASR Water to Residential Zones (Operationally Infeasible)

This alternative would address the draft EIR comment to preferentially supply well water to industrial customers before distributing to residential customers: It would involve drilling additional wells in industrial areas and/or constructing pipelines from nearby wells to preferentially supply ASR water to industrial customers before supplying to residential customers. This alternative would require isolating water supply infrastructure located within the North Industrial Area (bounded on the east by Industrial Blvd. and Highway 65, on the west by Woodcreek Oaks Blvd. on the south by the Woodcreek Golf Course and Industrial Blvd., and on the north by the City's northern boundary). Conceptually, this would allow delivery of ASR water to this area prior to delivery to residential areas.

This would also entail constructing wells if new suitable well sites are available, or constructing pipelines from existing and planned wells to deliver water to the industrial zone.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative.

Facts Supporting the Findings with Comparative Analysis: As defined, this alternative would require isolating the industrial zone water supply infrastructure from the balance of the City's distribution system. This is not a realistic design approach for water system distribution. Ideally, distributions systems are designed as a looped system with multiple redundancies to ensure transmission reliability and operational flexibility. This Alternative would essentially retrofit and require operation of two separate water supply and delivery systems in the City with related increases in maintenance and operational costs. Consequently, this Alternative is not practicable from an engineering perspective. It would also require additional above ground storage tanks with resulting aesthetic impacts. Construction of storage tanks and pump stations would also increase the duration of construction compared to the proposed project, related air emissions and construction-related traffic.

Similar to the proposed project, implementation of this alternative would meet the project objective of ensuring additional water supply reliability and meeting regional' conjunctive use goals for groundwater protection. The alternative would not meet the project objective to maximize use of existing City infrastructure. This alternative is rejected due system constraints, and high-costs associated with providing a relatively minor benefit of delaying ASR delivery to residential customers.

Additionally, industrial users require high quality water for industrial processes. Industrial users contribute to the City's tax base which enables the City to provide high quality services (for example, police and fire). Consequently the provision of reliable high quality water to industrial users is essential because it supports the City's job and tax base which in part allows the City to provide high quality services-to its business and residents which contributes to the quality of life in Roseville;

Statement of Overriding Considerations

When a project results in significant unavoidable adverse effects, CEQA requires the decision making body of the lead agency to balance the benefits of the project against its unavoidable adverse effects in determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable." CEQA requires the lead agency to state in writing the specific reasons to support its actions based on the Final EIR and/or information in the record. This written statement is known as the statement of overriding considerations.

As with the 2012 ASR Program Final EIR, he following impact for the proposed project was determined to be significant and unavoidable in the Final SEIR:

- The proposed project could create a substantial adverse effect because implementation of the proposed project would result in 24-hour well drilling noise in the vicinity of the Woodcreek West, Del Webb, and Hewlett Packard well sites. The predicted noise levels at the adjacent

residences range between 75 dB and 78 dB Leq. Therefore, the noise levels would exceed the nighttime noise level standard of 45 dB Leq by approximately 30 dB. Although well drilling activities are temporary (expected to occur for no more than one to two weeks) the noise levels would be substantial and would be a cause for annoyance.

The City has adopted all feasible mitigation measures with respect to the unavoidable significant impact identified above. Although these measures may lessen the temporary construction noise impact on nearby sensitive receptors, they would not reduce the potential impacts to a level of insignificance.

Moreover, the City has examined a reasonable range of alternatives to the project. Based on this examination, the City of Roseville has determined that none of these alternatives satisfies the following three criteria: (1) clearly meets project objectives; (2) is clearly environmentally preferable to the proposed project; and (3) is economically feasible.

As a result, to approve the project, the City must adopt a statement of overriding considerations pursuant to CEQA Guidelines section 15043 and 15093. The statement of overriding considerations merely allows a lead agency to cite a project's general economic, social, or other benefits as a justification for choosing to allow the occurrence of specified significant environmental effects that have not been at least substantially mitigated. The statement explains Why, in the agency's judgment, the project's benefits outweigh its unavoidable significant effect.

The City finds that the project would have the following benefits:

- Maximize the City's ability to fully utilize its surface water entitlements while improving the City's overall water supply reliability, operational flexibility, and use of existing City infrastructure.
- Manage the groundwater aquifer for its storage capabilities, particularly in light of the regulatory restrictions associated with surface storage, and as a sustainable resource to ensure groundwater availability in times of drought.
- Develop a cost-effective means for water supply storage. Meet regional conjunctive use program goals as outlined in the City's General Plan, Water Forum Purveyor Specific Agreement, Western Placer County Groundwater Management Plan and Integrated Regional Water Management Plan.
- Ensure no net impact to aquifer from potential use during dry and drier years.

The project will result in one significant and unavoidable impact. Conversely, implementation of the No Project Alternative would not prevent this impact and would not be achieve the objectives of the proposed project. The desired benefit of improved water supply reliability and efficient use of existing infrastructure outweigh the significant impact. Therefore, the unavoidable adverse environmental effect is considered acceptable.

Appendix A
Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Air Quality				
Mitigation Measure AQ-1: 1. Clean earth moving construction equipment with water, or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with NPDES BMP's, local ordinances and municipal codes. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be onsite, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site. 2. Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturer's specifications, to al/- Inactive construction areas (previously graded areas which remain inactive for 96 hours). 3. Minimize diesel idling time to a maximum of 10 minutes. 4. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.	City of Roseville	City of Roseville	Prior to construction activities	
Biological Resources				
Mitigation Measure 3.6-1: If construction (including equipment staging) occurs during the breeding season for nesting birds and raptors (between February 15 and September 15), a qualified biologist shall conduct a preconstruction nesting bird and raptor survey before the onset of construction activities. The preconstruction nesting bird and raptor surveys shall be conducted within 14 days before the start of construction activities between February 15 and September 15. Surveys for raptor nests (excluding Swainson's hawk) shall extend 500 feet from the ASR well sites. In addition, a 0.25-mile windshield-level survey shall be conducted to determine whether Swainson's hawk nests occur in the vicinity. If no active nests are detected, a letter report documenting the results of the survey shall be submitted to the City and no additional mitigation is recommended as long as construction begins within 14 days of the survey and does not halt for more than 14 days.	City of Roseville	City of Roseville	Prior to construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Mitigation Measure 3.6-2: If Migratory Bird Treaty Act-protected birds or raptors are found to be nesting on or adjacent to the ASR well sites, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nest area and to avoid take. The buffer shall be maintained around the nest area and monitored until the end of the breeding season, or until the biological monitor determines that the young have fledged and are foraging on their own or the nest is no longer active. The extent of these buffers shall be determined by the qualified biologist and shall depend on the species identified, the level of noise or construction disturbance, the line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Generally accepted avoidance buffers are 100 feet for nesting birds and 250–500 feet for nesting raptors. A letter report documenting the rationale for the established buffer and the results of monitoring shall be submitted to the City within 14 days of the date the biologist determines that the nest is no longer active and the avoidance buffer is no longer required.	City of Roseville	City of Roseville	Prior to construction activities	
Mitigation Measure 3.6-3: Following the results of the wetland verification or determination from USACE, and before the start of construction, silt fencing followed by straw wattles or other erosion control measures shall be placed around the edge of potentially occurring seasonal wetlands on the Vencil Brown ASR well site. In addition, silt fencing shall be placed at the edge of the well footprint between the well's work area and the potentially occurring seasonal wetlands, ephemeral drainage, and riparian area on the Vencil Brown well site. Silt fencing followed by straw wattles or other erosion control measures shall be placed at the edges of the Pleasant Grove, Campus Oaks, and Misty Woods ASR well sites to prohibit construction activities in waterways and riparian areas. Trucks and other vehicles shall not be allowed to park beyond the fencing, nor shall equipment be stored beyond the fencing. No vegetation removal or ground-disturbing activities shall be permitted beyond the fencing. The fencing shall remain intact for the duration of the construction activities.	City of Roseville	City of Roseville	Prior to construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Hazards and Hazardous Materials				
Mitigation Measure Hazard-1: Prior to initiating ground-disturbing activities, the City shall evaluate areas where drilling would occur to evaluate the potential for historical or existing hazardous materials. This evaluation shall include visual inspections of the site for evidence of hazardous materials releases (i.e., dumping) or evidence of nearby land uses, which may indicate the use of hazardous materials or hazardous waste generation (i.e., aboveground storage tanks, placarding). ff such evidence is observed, the City shall retain a qualified consultant to evaluate the potential for hazardous materials releases at the site prior to initiating construction to determine whether these releases may constitute a potential recognized environmental condition. If such a condition is determined to exist, the City shall prepare and implement a remediation plan prepared in accordance with the applicable regulatory agency (i.e., Department of Toxic Substances Control or Regional Water Quality Control Board) prior to proceeding with construction.	City of Roseville	City of Roseville	During construction activities	
Noise				
Mitigation Measure 4.3-1: Use of Sound Attenuation Measures during Well Drilling Operations. One such method to reduce noise levels is to erect a temporary sound barrier on the sides facing residences. An example would be barriers such as noise blanket panels mounted to steel framing. Noise blanket panels can be mounted horizontally or vertically and attached to vertical steel I-beam supports. Such barriers can reduce overall noise levels by approximately 17 dB [decibels].	Construction Contractor	City of Roseville	During construction activities	
Mitigation Measure 4.3-4[1]: Prior to Well Drilling the City Will Provide Notice to All Residents Subject to Potential Noise Impacts. The notice will include information about the need for 24-hour construction during a portion of the drilling phase, and related noise, and information to contact the City with concerns. The City will work with individual residents on an as-needed basis in the event that the drilling construction causes extenuating circumstances.	Construction Contractor	City of Roseville	During construction activities	

[1] There is no Mitigation Measure 4.2-2 in the 2012 ASR Program Final EIR. Therefore, the numbering for the Noise Mitigation Measures in this Draft SEIR is reflective of those in the 2012 ASR Program Final EIR.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Timing	Verification of Compliance (Initials and Date)
Mitigation Measure 4.2-3: Reduce Well Pump (Operational) Noise Levels. Reduce noise levels associated with the well pump by providing a full or partial enclosure. The enclosure can take the form of a blockhouse or surrounding barrier designed to accommodate a pump motor 5-feet in height, and elevated off the ground by 18 inches. • A full enclosure with a roof would sufficiently reduce noise levels; however, ventilation openings should be located on the side of the building opposite the nearest residences. If a traditional barrier is constructed around the well site, it would need to be a minimum of 8 feet in height. • A variety of suitable sound attenuation options would be available. In order to ensure that sound levels are adequately mitigated, a qualified acoustical expert shall be consulted regarding placement, orientation, size, and density of acoustical barriers.	City of Roseville	City of Roseville	During construction activities	

COUNCIL COMMUNICATION

CC #: 1193
File #: 0214 & 0800-02

Title:	Pleasant Grove Wastewater Treatment Plant, Energy Recovery Project - California Energy Commission Streamlining Grant Terms and Conditions Amendment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the California Energy Commission (CEC) Streamlining Grant Terms and Conditions Amendment, and authorize the City Manager or his designee to execute it on behalf of the City of Roseville.

BACKGROUND

Project Background
The City of Roseville (City) owns and operates the PGWWTP on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The Energy Recovery Project is being constructed on City-owned property located adjacent to, and immediately south of, the existing PGWWTP boundary. The Energy Recovery Project is adding energy recovery facilities at the PGWWTP that will beneficially utilize digester gas (which has a high methane fraction) produced by the new treatment processes constructed as part of the City's PGWWTP Expansion Project (EP).

CEC Grant Program Background
The CEC Grant Agreement for the award of $3,000,000 in grant funds for the Energy Recovery Project was authorized by the City Council on July 17, 2019 (Resolution No. 19-334).

CEC's goal of this Grant Agreement is to allow for production of renewable biomethane from the PGWWTP using organic waste. The biomethane produced must provide a low carbon alternative and renewable fuel suitable for the City's Solid Waste Utility fleet. The biomethane produced will also reduce greenhouse gas emissions and nitrogen oxide emissions by diverting PGWWTP organic waste from landfills and by reducing fossil fuel use. The Grant Agreement funding will specifically be used to help fund the Energy Recovery Project installation and equipment needed for the BioCNG, digester gas conditioning and separation equipment, CNG gas compression, CNG heating and drying, and related controls, electrical and piping.

In August 2020, the City was asked to participate in the CEC's pilot of new invoicing policies and procedures. CEC selected approximately 100 grant awardees to participate in this pilot. Their email stated: "Over the last 6 months, an internal leadership team has worked together to develop a system that is as friction-free and flexible as possible, while maintaining our ability to ensure the proper use of public funds. We are confident that our new policies and procedures will speed the time between invoice submission and receipt of payment, and will also reduce the number of required budget reallocations that have previously been the source of much confusion and delay."

The CEC's goals for the Invoicing Streamlining Pilot are to:

• Shift away from policies that delay invoice approval and require frequent and time-consuming budget amendments.
• Shift towards policies that support consistent, transparent, and active grant management.
• Increase education of Energy Commission requirements.
• Increase transparency of Energy Commission procedures.
• Allow for quick payment of invoices.
• Improve record-keeping in the event of staff changes.
• Reduced audit findings.

In order to participate in the CEC's Invoice Streamline Pilot, the City has to agree to and sign the Streamlining Grant Terms and Conditions Amendment. Based on past staff and consultant experience, CEC's invoicing and amendment processes are the most difficult and complicated part of the grant procedures. The City's participation in this pilot will streamline staff and consultant time, and speed up the receipt of the grant funds.

FISCAL IMPACT

There is no financial impact or change with the approval of this grant amendment as it is only related to term and conditions of the grant. The CEC grant amount is for $3,000,000 and requires matching funds of $3,000,000. The Energy Recovery Project construction cost is $23,394,729. Funding for the Energy Recovery Project is provided under the Capital Improvement projects for the SPWA which has been authorized by the SPWA board. The Energy Recovery Project is jointly funded between Roseville and the other SPWA Regional Partners. The SPWA approved project funding is sufficient to pay the anticipated total cost of the Energy Recovery Project work including the required $3,000,000 grant match funding.

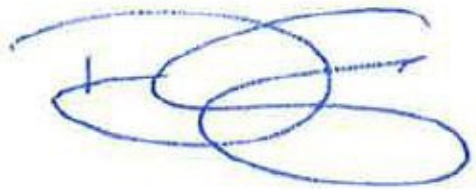
ENVIRONMENTAL REVIEW

Energy Recovery Project facilities to be installed and operated were previously evaluated in the Initial Study and Mitigated Negative Declaration (IS/MND) Addendum prepared for the PGWWTP EP and Energy Recovery Project (SCH# 2016122040) (Adopted by the City Council November 7, 2018). The work required under the CEC grant agreement is consistent with the project evaluated in the adopted IS/MND including the addendum; therefore, no additional CEQA action is required.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-504

Streamlining Grant Terms

CEC Grant Agreement Signed

RESOLUTION NO. 20-504

APPROVING AN AMENDMENT TO THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville entered into a Grant Agreement with the California Energy Commission (CEC) for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project on July 17, 2019; and

WHEREAS, in August 2020, the City was asked to participate in the CEC's pilot of new invoicing policies and procedures; and

WHEREAS, in order to participate in the CEC's Invoice Streamline Pilot, the City is required to sign the Streamlining Grant Terms and Conditions Amendment; and

WHEREAS, the California Energy Commission Streamlining Grant Terms and Conditions Amendment, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
City of Roseville	**ARV-18-020**
ADDRESS	AGREEMENT TERM
1800 Booth Road Roseville, CA 95747	**4/10/2019 to 3/31/2023** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 12
Exhibit A-1 - Schedule of Products and Due Dates	Page(s): 2
Exhibit B – Budget	Page(s): 8
Exhibit B - Subcontractor Budget	Page(s): 8
Exhibit C – General Terms and Conditions	Page(s): 23
Exhibit D – Contacts	Page(s): 1

REIMBURSABLE AMOUNT $ 3,000,000
MINIMUM MATCH SHARE REQUIRED $ 3,000,000
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH $ 6,000,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE Adrienne Winuk	DATE 7/24/19	AUTHORIZED SIGNATURE	DATE 7.18.19
NAME Adrienne Winuk		NAME Dominick Casey	
TITLE Contracts, Grants, and Loans Office Manager		TITLE City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

Exhibit A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Design and Engineering
3	X	Construction
4	X	Commissioning
5		Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	George Hanson, City of Roseville	Brown and Caldwell	
2	Adam Ross, Brown and Caldwell	Brown and Caldwell	
3	George Hanson, City of Roseville	Biogas Cleanup Subcontractor, TBD CNG Compressor Subcontractor, TBD CNG System Subcontractor, TBD Electrical Equipment Subcontractor, TBD	
4	Adam Ross, Brown and Caldwell	Brown and Caldwell	
5	George Hanson, City of Roseville Adam Ross, Brown and Caldwell	Brown and Caldwell LCFS/RFS Subcontractor, TBD	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CPR	Critical Project Review
DGE	diesel gallon equivalents
FTD	Fuels and Transportation Division
LCFS	Low Carbon Fuel Standard
PGWWTP	Pleasant Grove Wastewater Treatment Plant
PIIRA	Petroleum Industry Information Reporting Act
Recipient	The City of Roseville
RFI	Request for information
RFP	Request for Proposals
RFS	Renewable Fuel Standard
RNG	Renewable Natural Gas
SB	Senate Bill
WWTP	wastewater treatment plant

Background

Assembly Bill (AB) 118 (Nùñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP has an annual budget of approximately $100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Energy Commission issued solicitation GFO-18-601 for biofuel production projects at new and existing biofuel production facilities. To be eligible for funding under GFO-18-601, projects must also be consistent with the Energy Commission's ARFVTP Investment Plan, updated annually. In response to GFO-18-601, the City of Roseville (Recipient) submitted application 19, which was proposed for funding in the Energy Commission's Notice of Proposed Awards on January 18, 2019. GFO-18-601 and Recipient's aforementioned applications are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Energy Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:
Alternative fuel production resources in California are currently not utilized to their full potential. Organic waste and digester gases found in a municipal wastewater treatment plant (WWTP) is one such resource. The technology to convert organic waste into low-carbon fuels is proven but has severe financial and operational risks when implemented at the municipal level. Providing financial support to municipal agencies would encourage them to take on projects that divert WWTP organic waste from landfills to alternative fuel production instead. These types of projects help California achieve its AB 118 goals reducing criteria air pollutants, and producing sustainable alternative and renewable low-carbon fuels here in California.

The City of Roseville (Recipient) currently operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP), which processes millions of gallons of organic waste each year. The Recipient is proposing to expand the PGWWTP to include biomethane production capabilities. This equipment would use PGWWTP organic waste and convert it into renewable biomethane for light-duty vehicle consumption. The recipient is requesting funding from the Energy Commission to begin implementing this project. Without funding from the Energy Commission and the ARFVTP, this project may not be financially possible at this time.

Goals of the Agreement:
The goal of this Agreement is to produce renewable biomethane from municipal WWTP organic waste. The biomethane produced will provide a low carbon alternative and renewable fuel suitable for on-road vehicle use. The biomethane produced will also reduce GHG and NOx emissions by diverting WWTP organic waste from landfills and by reducing fossil fuel use.

Objectives of the Agreement:
The objectives of this Agreement are to bid, construct, and commission a biomethane production facility at the PGWWTP managed by the Recipient. Specific objectives:

- Construct a renewable biomethane production facility capable of producing 267,000 DGE per year at capacity
- Divert PGWWTP organic waste from landfills to biomethane production
- Provide a low carbon alternative and renewable fuel suitable for on-road vehicle use
- Reduce GHG emissions by approximately 3,655 metric tons of CO_2 equivalents per year at project build-out and reduce NO_X emission by five metric tons per year from reducing fossil fuel usage

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting
The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Agreement Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Agreement Manager to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions

- Critical Project Review (Task 1.2)
- Match fund documentation (Task 1.6); no reimbursable work may be done until this documentation is in place.
- Permit documentation (Task 1.7)
- Subcontracts needed to carry out the project (Task 1.8)
- The CAM's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports (Task 1.4)
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and the Recipient will bear meeting costs.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) biofuel lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, or budget, or both for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding the continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for a written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to close out this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
  This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.
  The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.
  The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention

- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within ten days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the Energy Commission project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within ten days if during the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copies of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- A letter if match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies

- The schedule the Recipient will follow in applying for and obtaining these permits.

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within five working days. Either of these events may trigger an additional CPR.

Products:

- A letter documenting the permits or stating that no permits are required
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 DESIGN AND ENGINEERING

The goal of this task is to complete design and engineering to support the construction of the facility. The task includes design clarifications, contractor/subcontractor submittal responses, and RFI responses by the design engineer.

The Recipient shall:

- Finalize design and engineer documents for the facility.
- Prepare and provide a Written Notification of Completion of Design and Engineering to the CAM. The document shall include information regarding:
  - Design clarifications
  - Contractor/Subcontractor submittal reviews
  - RFI responses to the construction manager and the contractor
  - Final design and engineering documents
  - Approval from applicable agencies (i.e. State Water Resources Board, Placer County Air Quality District, etc.)

Products:

- Written Notification of Completion of Design and Engineering

TASK 3 CONSTRUCTION

The goal of this task is to procure equipment and construct the project through a general contractor.

The Recipient shall:

- Prepare and provide a Procurement Plan for the facility that will detail the process for procurement of equipment, materials, and services. The Procurement Plan will include, but is not limited to:
  - A list of equipment to be purchased
  - A description of the bid packages to be assembled
  - A methodology for receiving and evaluating responses
- Execute the Procurement Plan. Procure equipment for the construction of the biofuel production facility.
- Prepare and provide a Construction Plan for the facility that will outline the budget and schedule for the completion of all construction and installation activities. The Construction Plan will include, but is not limited to:
  - A list of construction and installation milestones
  - A Gantt chart and detailed project schedule
- Prepare and provide Written Notification of Site Preparation for the facility that will notify the CAM that the site has been prepared to initiate construction related activities.
- Implement the Construction Plan.
- Hold a Substantial Completion Meeting with contractors.
- Prepare and provide Project Startup Report for the facility that will notify the CAM that construction and installation activities have been completed.
- Provide photographs of completed construction of the facility and installation of the equipment to the CAM.

Products:

- Procurement Plan
- Construction Plan
- Written Notification of Site Preparation

- Project Startup Report
- Photographs of Completed Construction of Facility and Installation of Equipment

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 4 COMMISSIONING

The goal of this task is to complete commissioning for the Project and to commence operations. This task will also coordinate the Low Carbon Fuel Standard (LCFS) and Renewable Fuel Standard (RFS) registration processes so the biofuels production facility can claim renewable fuel credit under both programs.

The Recipient shall:

- Prepare and provide a Testing and Commissioning Plan for the facility that will detail the process, deliverables, and milestones associated with the testing and commissioning of the facility. The Testing and Commissioning Plan will include, but is not limited to:
  - A description of the equipment to be tested
  - A description of the methodology to test the identified equipment
  - A list of goals and objectives for the test
  - A description of the quality control and quality assurance practices for the test methodology
- Implement Testing and Commissioning Plan.
- Prepare and provide Testing and Commissioning Report for the facility that will notify the CAM that commissioning activities have been completed and that the plant is ready to commence commercial operations.
- Provide Written Notification of Commercial Operations.
- Provide Written Notification of LCFS registration process.
- Provide Written Notification of RFS registration process.
- Establish a Quality Assurance Plan for renewable attributes from the facility.
- Facilitate monetization of renewable attributes through the LCFS and the RFS programs.

Products:

- Testing and Commissioning Plan
- Testing and Commissioning Report
- Written Notification of Commercial Operations, LCFS, and RFS registration processes
- Quality Assurance Plan for Renewable Attributes

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 5 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop a data collection plan.
- Troubleshoot any issues identified.
- Collect at least six months of data, including:
  - Throughput, usage, and operations data

- Normal operating hours, uptime, downtime, and explanations of variations
- Feedstock supply summary
- Maximum capacity of the new fuel production system in diesel gallon equivalents (DGE) and ordinary units
- Gallons of gasoline or diesel fuel displaced (with associated mileage information), or both, along with value converted into DGE
- Record of wastes from production processes (wastewater, solid waste, criteria emissions, etc.)
- Expected air emissions reduction, for example:
  - Non-methane hydrocarbons
  - Oxides of nitrogen
  - Non-methane hydrocarbons plus oxides of nitrogen
  - Particulate Matter
  - Formaldehyde
- The duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Specific jobs and economic development resulting from this project
- Levelized Cost of Fuel and Finished fuel price
- Analysis of total facility costs, operation, and maintenance costs, marginal abatement costs

- Comply with the Petroleum Industry Information Reporting Act (PIIRA) and complete CEC Form M810E and CEC Form M13 every month for submission to the California Energy Commission's PIIRA Data Collection Unit.
- Provide a written record of registering with the Low Carbon Fuel Standard and Renewable Fuel Standard programs.
- Identify any current and planned use of renewable energy at the facility.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values or provide an Air Resources Board approved pathway carbon intensity.
- Estimate annual life-cycle greenhouse gas emission reduction.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data collection information and analysis will be included in the Final Report.

EXHIBIT A-1

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	**Attend Kick-off Meeting**		
		Updated List of Match Funds	5/22/2019
		Updated List of Permits	5/22/2019
		Kick-Off Meeting Agenda (CEC)	5/22/2019
1.2	**Critical Project Review Meetings**		
	1st CPR Meeting	CPR Report - Post Design	4/1/2020
		Written determination (CEC)	5/16/2020
	2nd CPR Meeting	CPR Report - Post Construction	8/17/2022
		Written determination (CEC)	10/18/2022
1.3	**Final Meeting**		
		Written documentation of meeting agreements	12/2/2022
		Schedule for completing closeout activities	10/18/2022
1.4	**Monthly Progress Reports**		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of
1.5	**Final Report**		
		Final Outline of the Final Report	8/17/2022
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/2/2022
		Final Report	2/1/2023
1.6	**Identify and Obtain Match Funds**		
		A letter regarding match funds or stating that no match funds are provided	6/7/2019
		Copy(ies) of each match fund commitment letter(s) (if applicable)	6/7/2019
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

EXHIBIT A-1

1.7	**Identify and Obtain Required Permits**	
	Letter documenting the permits or stating that no permits are required	2/14/2020
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8	**Obtain and Execute Subcontracts**	
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	3/2/2020
2	**Design and Engineering**	
	Written Notification of Completion of Design and Engineering	3/2/2020
3	**Construction**	
	Procurement Plan	3/2/2020
	Construction Plan	3/2/2020
	Written Notification of Site Preparation	4/2/2020
	Project Startup Report	8/1/2022
	Photographs of Completed Construction of Facility and Installation of Equipment	8/17/2022
4	**Construction Management**	
	Testing and Commissioning Plan	5/3/2022
	Testing and Commissioning Report	6/16/2022
	Written Notification of Commercial Operations, LCFS, and RFS registration processes	11/2/2022
	Quality Assurance Plan for Renewable Attributes	6/16/2022
5	**Data Collection and Analysis**	
	Data Collection information and analysis will be included in the Final Report	2/1/2023

EXHIBIT B

Category Budget

Name of Organization	City of Roseville, CA

☑ Contractor/Recipient ☐ Subcontractor
☐ Small Business ☐ Micro Business ☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -
Total Labor	**$ -**	**$ -**	**$ -**
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Materials/Miscellaneous	$ -	$ 200,000	$ 200,000
Subcontractors	$ 3,000,000	$ 2,800,000	$ 5,800,000
Total Other Direct Costs	**$ 3,000,000**	**$ 3,000,000**	**$ 6,000,000**
Indirect Costs	$ -	$ -	$ -
Profit (not allowed for grant recipients)	$ -	$ -	$ -
Total Indirect and Profit	**$ -**	**$ -**	**$ -**
Grand Totals	***$ 3,000,000***	***$ 3,000,000***	***$ 6,000,000***

EXHIBIT B

Direct Labor (Unloaded)

City of Roseville, CA

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate ($ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
		$ -		$ -	$ -	$ -
Hourly Direct Labor Totals				$ -	$ -	$ -

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate ($ per month)	# of Months	Energy Commission Funds	Match Share	Total
		$ -		$ -	$ -	$ -
Monthly Direct Labor Totals				$ -	$ -	$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	$ -	$ -	$ -

EXHIBIT B

Fringe Benefits

City of Roseville, CA

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs ($)	Energy Commission Funds	Match Share	Total
	0.00%	$ -	$ -	$ -	$ -
Fringe Benefit Totals		$ -	$ -	$ -	$ -

EXHIBIT B

Travel

City of Roseville, CA

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				$ -	$ -	$ -
			Total:	$ -	$ -	$ -

EXHIBIT B

Equipment

City of Roseville, CA

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				Total:	$ -	$ -	$ -

EXHIBIT B

Materials & Miscellaneous

City of Roseville, CA

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
3	Piping material, lump sum	Digester gas, natural gas, and utility piping	1	$ 200,000	$ -	$ 200,000	$ 200,000
				$ -	$ -	$ -	$ -
				Total:	$ -	$ 200,000	$ 200,000

EXHIBIT B

Subcontracts

City of Roseville, CA

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
3	General Contractor, TBD	Site work, equipment and piping installation, electrical building	None	$ -	$ 451,000	$ 451,000
2, 3, 5	Brown and Caldwell,	Design and Construction Support,	None	$ -	$ 441,000	$ 441,000
5	LCFS/RFS Subcontractor, TBD	Renewable Fuels, Data Collection	None	$ -	$ 10,000	$ 10,000
3	Biogas Cleanup Subcontractor, TBD	BioCNG equipment. Digester Gas Conditioning and Separation	None	$ 2,100,000	$ 548,000	$ 2,648,000
3	CNG Compressor Subcontractor, TBD	Gas compression	None	$ 400,000	$ 140,000	$ 540,000
3	CNG System Subcontractor, TBD	Heater, dryer, control panels	None	$ 200,000	$ 110,000	$ 310,000
3	Electrical Equipment Subcontractor, TBD	Power distribution, motor controls	None	$ 300,000	$ 1,100,000	$ 1,400,000
				$ -	$ -	$ -
			Total:	$ 3,000,000	$ 2,800,000	$ 5,800,000

EXHIBIT B

Indirect Costs and Profit

City of Roseville, CA

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		$ -	$ -	$ -	$ -
			Total:	$ -	$ -	$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		$ -	$ -	$ -	$ -
		Total:	$ -	$ -	$ -

EXHIBIT B

Category Budget

Name of Organization	Brown and Caldwell

☐ Contractor/Recipient ☑ Subcontractor
☐ Small Business ☐ Micro Business ☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	$ -	$ 441,000	$ 441,000
Fringe Benefits	$ -	$ -	$ -
Total Labor	**$ -**	**$ 441,000**	**$ 441,000**
Travel	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Materials/Miscellaneous	$ -	$ -	$ -
Subcontractors	$ -	$ -	$ -
Total Other Direct Costs	**$ -**	**$ -**	**$ -**
Indirect Costs	$ -	$ -	$ -
Profit (not allowed for grant recipients)	$ -	$ -	$ -
Total Indirect and Profit	**$ -**	**$ -**	**$ -**
Grand Totals	**$ -**	***$ 441,000***	***$ 441,000***

EXHIBIT B

Direct Labor (Unloaded)

Brown and Caldwell

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate ($ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
William Pevec	Engineer III	$ 128.99	1,000	$ -	$ 128,990	$ 128,990
Adam Ross	Chief Engineer	$ 292.46	400	$ -	$ 116,984	$ 116,984
Alison Nojima	Principal Engineer	$ 192.91	316	$ -	$ 60,992	$ 60,992
Matthew Pagendarm	Managing Engineer	$ 226.55	250	$ -	$ 56,638	$ 56,638
Dan Gagne	Supervising Engineer	$ 235.92	60	$ -	$ 14,155	$ 14,155
Larry Witus	Supervising Designer	$ 222.35	180		$ 40,023	$ 40,023
Mark Oliver	Principal Engineer	$ 128.99	180	$ -	$ 23,218	$ 23,218
Hourly Direct Labor Totals				$ -	$ 441,000	$ 441,000

Monthly Salary Rates

Employee Name	Job Classification / Title	Labor Rate ($ per month)	# of Months	Energy Commission Funds	Match Share	Total
		$ -		$ -	$ -	$ -
Monthly Direct Labor Totals				$ -	$ -	$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	$ -	$ 441,000	$ 441,000

EXHIBIT B

Fringe Benefits

Brown and Caldwell

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs ($)	Energy Commission Funds	Match Share	Total
	0.00%	$ -	$ -	$ -	$ -
Fringe Benefit Totals		$ -	$ -	$ -	$ -

EXHIBIT B

Travel

Brown and Caldwell

Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
			$ -	$ -	$ -
		Total:	$ -	$ -	$ -

EXHIBIT B

Equipment

Brown and Caldwell

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				$ -	$ -	$ -	$ -
				Total:	$ -	$ -	$ -

EXHIBIT B

Materials & Miscellaneous

Brown and Caldwell

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				$ -	$ -	$ -	$ -
				Total:	$ -	$ -	$ -

EXHIBIT B

Subcontracts

Brown and Caldwell

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				$ -	$ -	$ -
			Total:	$ -	$ -	$ -

EXHIBIT B

Indirect Costs and Profit

Brown and Caldwell

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		$ -	$ -	$ -	$ -
			Total:	$ -	$ -	$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		$ -	$ -	$ -	$ -
		Total:	$ -	$ -	$ -

EXHIBIT C

ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM (ARFVTP) TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. *Grant Agreement*

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. *Documents Incorporated by Reference*

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

a. The funding solicitation under which this Agreement was awarded.

b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. *Contracting and Procurement Procedures*

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. *Bonding and Insurance*

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. *Permits and Clearances*

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. *Equipment*

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. *Termination*

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.

b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. *Standard of Performance*

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. *Payment of Funds*

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of $50/hour but the employee is only paid $40/hour, the Recipient can only bill for $40/hour. Under the same example, if the employee earned $70/hour but the Budget only lists $50/hour, the Recipient can only bill for $50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

> *I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. *Indemnification*

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. *Workers' Compensation Insurance*

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. *General Provisions*

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

(a) A change of address.

(b) A change in the business name or ownership.

(c) The existence of any litigation or other legal proceeding affecting the project.

(d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.

(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

22. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. *Budget Contingency Clause*

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

26. *Public Works -- Payment of Prevailing Wages*

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, **commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

(i) prevailing wages are paid; and

(ii) the project budget for labor reflects these prevailing wage requirements; and

(iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

27. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

EXHIBIT D
Contact List

California Energy Commission	Recipient
Commission Agreement Manager: Andrew Hom California Energy Commission 1516 Ninth Street, MS-27 Sacramento, CA 95814 Phone: (916) 651-3000 Fax: (916) 654-4676 e-mail: andrew.hom@energy.ca.gov	**Project Manager:** George Hanson City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 746 - 1764 Fax: (916) 746 - 1750 e-mail: ghanson@roseville.ca.us
Commission Agreement Office: California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4381 Fax: (916) 654-4423	**Administrator:** Todd Jordan City of Roseville 1800 Booth Road Roseville, CA 95747 Phone: (916) 746 - 1829 Fax: (916) 746 - 1932 e-mail: tjordan@roseville.ca.us
Accounting Office: California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814	**Accounting Officer:** Janet Vargas City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5557 Fax: (916) 746 - 1750 e-mail: jvargas@roseville.ca.us
Legal Notices: Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov	**Recipient Legal Notices:** Ken Glotzbach City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5754 Fax: (916) 746 - 1750 e-mail: kglotzbach@roseville.ca.us

RESOLUTION NO. 19-334

APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the California Energy Commission Grant Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project, by and between the City of Roseville and the State of California, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said grant agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 17th day of July, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Alvord, Roccucci, Houdesheldt, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Bernasconi

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE CALIFORNIA

City Clerk
311 Vernon Street
Roseville, California 95678-2649

July 24, 2019

California Energy Commission
1516 9th Street MS 18
Sacramento, CA 95814

RE: **STATE OF CALIFORNIA GRANT AGREEMENT ARV-18-020 - GRANT AGREEMENT APPROVAL**

At the meeting of July 17, 2019 the City Council adopted a resolution authorizing the City Manager to execute the above agreement. The original agreement, which has been signed by the City, is enclosed along with a certified copy of authorizing Resolution No. 19-334.

When the agreement has been fully executed, please return one original to: Cary Busterna, City of Roseville, City Clerk Department, 311 Vernon Street, Roseville, CA 95678.

If you have any questions, please contact Tracie Mueller at (916) 774-5688.

SONIA OROZCO, MMC
CITY CLERK

By:

Cary Busterna

Cary Busterna
City Clerk Technician

Cc: Tracie Mueller/ Environmental Utilities
Pam Walsh / Environmental Utilities

COUNCIL COMMUNICATION

CC #: 1180
File #: 0800-02

Title:	Regional Water Authority Program Agreements – Major Projects Management Services Program and Water Resilience Program
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt two resolutions to approve the Regional Water Authority Subscription Program Agreements for the Major Projects Management Services Program and the Water Resilience Program, and authorize the City Manager to execute them on behalf of the City of Roseville.

BACKGROUND

The City of Roseville is a longstanding member of the Regional Water Authority (RWA), a Joint Powers Authority (JPA), made up of over two dozen member and affiliate organizations. RWA members include cities, water districts, mutual water companies, investor-owned water utilities and community services districts. RWA assists these members with protecting the reliability, availability and quality of the region's water resources. Most of this work is done through core authority functions; however, often new initiatives begin as subscription programs funded by a subset of RWA members that request RWA to provide a specific service, as defined by the requesting RWA member agencies.

Multiple RWA member agencies have requested that RWA provide support for important regional initiatives and have approached RWA to establish a subscription-based staff position to provide this support. In response, RWA is proposing that a new staff position, Manager of Strategic Affairs (previously named Water Resilience Manager), be created to coordinate the region's response to the State Water Resources Control Board (SWRCB) Water Quality Control Plan Update process and other regulatory matters affecting the region's water supplies, and to engage on matters for the purpose of maintaining and improving the Sacramento region's access to water supplies.

These responsibilities include coordinating the region's engagement on regulatory matters that affect water management, increasing the opportunities for RWA's member agencies in obtaining funding for their programs and projects, and other related additional responsibilities discussed below.

The proposal is to establish two subscription programs that will collectively pay for a new RWA staff position. Half of the Manager of Strategic Affairs time will be spent coordinating and managing the region's response to regulatory initiatives such as the Water Quality Control Plan, drought response measures that the SWRCB, DWR or Reclamation may undertake (such as temporary urgency change petitions that affect the Region's water supplies).

The other half will be on water resilience activities that have been emerging and have largely been incorporated into the updates to the RWA Strategic Plan (e.g., climate change, expanding IRWM planning, Federal affairs support).

Each of the proposed subscription programs are described below:

Major Projects Management Services Program

The State Water Resources Control Board (SWRCB) is engaged in a protracted process to update the Bay-Delta Water Quality Control Plan (Plan). This plan establishes water quality control measures and flow requirements needed to provide reasonable protection of beneficial uses in the watershed and could dramatically alter the water resources that are available on the American River and in Folsom Reservoir by increasing the amount of "unimpaired" flow from Folsom Reservoir to between 45% and 65% in order to meet Delta environmental needs. This process has the potential to require considerable resources over the next two to three years. The Plan will likely require implementation, which will take course over 15 years.

In order to prepare for the SWRCB's process to update the Plan, some RWA agency members have for several years now collectively entered into in a Joint Defense Agreement (JDA). Under the JDA, participating agencies have worked together to coordinate their legal and advocacy activities and to fund technical studies. These activities have been staffed by representatives from member agencies, with significant participation from several lead agencies, including the City of Roseville.

Centralizing this work through the RWA will provide better organization and representation that is more consistent. This position includes engagement with federal and state agencies, local and statewide environmental organizations, among others. In order to successfully protect our region's water supplies, the Manager of Strategic Affairs would work closely with the Water Forum and its stakeholders to provide coordination of technical studies and modeling. Coordinating advocacy and communications would also be part of the Manager of Strategic Affairs role. This individual would be subject to the direction of the RWA Executive Director and water agencies that participate in the JDA, of which Roseville is a member.

Water Resilience Program

The RWA participates in numerous efforts that help plan for and sustain a healthy and vibrant water resources future for the American River watershed. These efforts include, but are not limited to:

• Working with the Bureau of Reclamation to promote mitigation measures needed to adapt to the projected impacts of climate change to the American River basin and to ensure the Region's interests are being taken into account by Reclamation.

• Providing support for grant applications and other funding requests that provide for reliability and resilient water supplies.

• Providing support to the RWA Federal Affairs Standing Committee such as local implementation of project appropriations and grant processes, coordination with the Bureau of Reclamation Great Basin Office, Army Corp of Engineers locally and in Washington, DC (in a support role).

• Leading an evaluation and making recommendations for better integration of lower and upper watershed planning.

• Providing support in the completion of federal recognition and implementation of the Sacramento Regional Water Bank.

The eventual hiring of the proposed Manager of Strategic Affairs would help provide capacity and better focus for the region in these important policy areas that will have a direct impact on the City of Roseville and the Sacramento region. Additionally, this will allow City staff the ability to participate in these programs, but allow the new RWA staff person to do the necessary staff work that was previously done, on a volunteer basis, by a subset of RWA member agencies, which includes the City of Roseville.

FISCAL IMPACT

The total annual cost share for participation in these RWA programs for the City of Roseville is $39,812.50 and will be funded from the Water Operations Fund that receives water utility sales revenue.

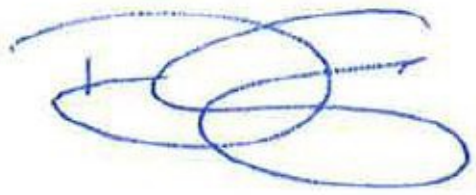
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.
The approval of the Regional Water Authority Program Agreements meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-493

Major Projects Management Services Program Agreement

Resolution 20-494

Water Resilience Program Agreement

RESOLUTION NO. 20-493

APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Regional Water Authority Program Agreement regarding the Major Project Management Services Program, by and between the City of Roseville and the Regional Water Authority, a joint exercise of powers authority, has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

This Agreement is made and entered into as of the ____ day of _____, 2020, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the

participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The RWA and the Participants desire to create and carry out a Major Projects Management Services Program ("Program"). The Program will pay for one half of a full-time equivalent employee and expenses. The Program will help support member agency efforts to jointly and cooperatively participate in various regulatory and administrative processes, including processes like the Bay Delta Water Quality Control Plan and other environmental and regulatory matters that affect the surface water supplies in the region. Through the Program, Participants can access RWA's availability to manage, on behalf of the Participants, large-scale regional efforts to participate in regulatory or administrative processes. Specific work activities will be identified in an annual Work Plan to be approved by the Program Committee as described in Article 4 below.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a two thirds majority of the number present required for an affirmative vote.

5. Program Staffing and Resources. The program will involve the hiring of an employee by RWA and cover the costs of expenses.

6. Work Products. Participants shall have full access to the work products of the Program. To the extent the Program is being utilized to support any work that is otherwise confidential, that information will remain confidential to the Participants and to RWA. In order to protect confidentiality, for any management services provided to the Participants for confidential

work as part of the program, RWA will be party to any confidentiality agreement among the parties for that work. In such circumstances, the confidential information shall be held in confidence by RWA and shall not be available to any RWA member that is not party to the agreement establishing confidentiality.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 ("Financing Plan"). Each of the Participants will make one or more payments to RWA as long as they are a member of the Program. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the program is estimated to be $168,000. Notwithstanding article 4, future annual costs and allocations will be determined through an annual Work Plan approved by a two thirds majority vote of the entire Program Committee.

8. Role of RWA. The RWA will a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, b) provide information to the Participants on the status of implementation of the Program, c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services as approved by the Program Committee; and e) manage consultant support services in completion of the Program. Notwithstanding article 4, initial consultant services will be approved by a two thirds majority vote of the entire Program Committee.

9. Authorization to Proceed with the Program. The Program is authorized to proceed upon the commitment of $200,000 from Program Participants to fund initial costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 2 ("Financing Plan") to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. Notwithstanding article 4, this Agreement may be amended from time to time with the approval by the RWA and approval of a two thirds majority vote of the entire Program Committee.

13. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

14. No Third Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

16. Audits and Accounting. All funds provided and expenses incurred under this Agreement shall be separately accounted for and maintained, with books and records of such funding and expenses open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

17. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

18. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Program Agreement is hereby agreed to by RWA and the Participants.

Dated: _____, 2020

James Peifer
Executive Director
Regional Water Authority

_____, 2020

_____
Signature

_____
Name

_____
Agency

List of Agreement Exhibits

Exhibit 1 – Program Participants
Exhibit 2 – Financing Plan
Exhibit 3 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

Agency (Proposed)

Carmichael Water District
City of Folsom
City of Roseville
City of Sacramento
Golden State Water Company
El Dorado Irrigation District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District
San Juan Water District

EXHIBIT 2

FINANCING PLAN

REGIONAL WATER AUTHORITY

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	**Not-to-Exceed Fee**
Carmichael Water District	$ 6,500.00
City of Folsom	$ 18,812.50
City of Roseville	$ 18,812.50
City of Sacramento	$ 18,812.50
El Dorado Irrigation District	$ 18,812.50
Golden State Water Company	$ 11,000.00
Placer County Water Agency	$ 18,812.50
Sacramento County Water Agency	$ 18,812.50
Sacramento Suburban Water District	$ 18,812.50
San Juan Water District	$ 18,812.50
Total	**$ 168,000.00**

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

Carmichael Water District
Attn: Cathy Lee
7837 Fair Oaks Blvd
Carmichael, CA 95608
Phone: (916) 483-2452
Email: cathy@carmichaelwd.org

City of Folsom
Attn: Marcus Yasutake
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6161
Email: myasutake@folsom.ca.us

Golden State Water Company
Attn: Paul Schubert
3005 Gold Canal Drive
Rancho Cordova, CA, 95670
Phone: (916) 420-6879
Email: PSCHUBERT@gswater.com

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: sbigley@roseville.ca.us

City of Sacramento
Attn: Anne Sanger
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1725
Email: asanger@cityofsacramento.org

El Dorado Irrigation District
Attn: Jim Abercrombie
2890 Mosquito Road
Placerville, CA, 95667
Phone: (530) 642-4041
Email: jmabercrombie@eid.org

Placer County Water Agency
Attn: Andy Fecko
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: afecko@pcwa.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Fax: (916) 874-8693
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District
Attn: Dan York
3701 Marconi #100
Sacramento, CA 95821
Phone: (916) 679-3973
Fax: 916-972-7639
Email: dyork@sswd.org

San Juan Water District
Attn: Paul Helliker
P.O. Box 2157
Granite Bay, CA 95746
Phone: (916) 791-6933
Fax: (916) 791-6983
Email: phelliker@sjwd.org

Regional Water Authority
Attn: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916-967-7692
Fax: (916) 967-7322
Email: jpeifer@rwah2o.org

RESOLUTION NO. 20-494

APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE WATER RESILIENCE PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Regional Water Authority Program Agreement regarding the Water Resilience Program, by and between the City of Roseville and the Regional Water Authority, a joint exercise of powers authority, has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT

WATER RESILIENCE PROGRAM

This Agreement is made and entered into as of the ____ day of _____, 2020, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the

participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The RWA and the Participants desire to create and carry out a Water Resilience Program ("Program"). The RWA Water Resilience Program will help support member agency efforts to improve water resilience in the greater Sacramento region and will include, but are not limited to, the tasks listed below:

- To work with the Bureau of Reclamation to promote mitigation measures need to adapt to the projected impacts of climate change to the American River basin and to ensure the Region's interests are being taken into account by Reclamation.
- To provide support for grant applications and other funding requests that provide for reliability and resilient water supplies.
- To provide support to the Federal Affairs Standing Committee such as local implementation of project appropriations and grant processes, coordination with the Bureau of Reclamation Great Basin Office, Army Corp of Engineers locally and in Washington, DC (in a support role).
- To lead an evaluation and make recommendations for better integration of lower and upper watershed planning.
- To provide support in the completion of Federal recognition and implementation of the Sacramento Regional Water Bank.

Specific work activities will be identified in an annual Work Plan to be approved by the Program Committee as described in Article 5 below.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an

alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote.

5. Program Staffing and Resources. RWA will hire an employee to staff the Program.

6. **Work Products**. Participants shall have full access to the work products of the Program.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 ("Financing Plan"). Each of the Participants will make one or more payments to RWA as long as they are a member of the Program. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the Program is estimated to be $168,000. Future annual costs and allocations will be determined through an annual Work Plan approved by the Program Committee.

This Program will pay for one half of a full-time equivalent RWA employee and expenses.

8. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and e) manage consultant support services in completion of the Program.

9. Authorization to Proceed with the Program. The Water Resilience Program is authorized to proceed upon the commitment of $200,000 to fund initial costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Water Resilience Program costs in an amount and manner as described in Exhibit 3 ("Financing Plan") to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. This Agreement may be amended from time to time with the approval of a simple majority vote of the Participants and RWA.

13. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

14. No Third Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

16. Audits and Accounting. All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

17. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

18. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Water Resilience Program Agreement is hereby agreed to by RWA and the Participants.

Dated: _____, 2020

James Peifer
Executive Director
Regional Water Authority

_____ __, 2020

_____
Signature

_____
Name

_____
Agency

List of Agreement Exhibits

Exhibit 1 – Program Participants
Exhibit 2 – Financing Plan
Exhibit 3 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

WATER RESILIENCE PROGRAM

Agency (Proposed)

City of Sacramento
City of Roseville
Golden State Water Company
El Dorado Irrigation District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District
El Dorado Water Agency

EXHIBIT 2

FINANCING PLAN

REGIONAL WATER AUTHORITY

WATER RESILIENCE PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	**Not-to-Exceed Fee**
City of Roseville	$ 21,000
City of Sacramento	$ 21,000
El Dorado Irrigation District	$ 21,000
Golden State Water Company	$ 21,000
Placer County Water Agency	$ 21,000
Sacramento County Water Agency	$ 21,000
Sacramento Suburban Water District	$ 21,000
El Dorado Water Agency	$ 21,000
Total	**$ 168,000**

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

WATER RESILIENCE PROGRAM

Golden State Water Company
Attn: Paul Schubert
3005 Gold Canal Drive
Rancho Cordova, CA, 95670
Phone: (916) 420-6879
Email: PSCHUBERT@gswater.com

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: sbigley@roseville.ca.us

City of Sacramento
Attn: Anne Sanger
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1725
Email: asanger@cityofsacramento.org

El Dorado Irrigation District
Attn: Jim Abercrombie
2890 Mosquito Road
Placerville, CA, 95667
Phone: (530) 642-4041
Email: jmabercrombie@eid.org

Placer County Water Agency
Attn: Andy Fecko
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: afecko@pcwa.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Fax: (916) 874-8693
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District
Attn: Dan York
3701 Marconi #100
Sacramento, CA 95821
Phone: (916) 679-3973
Fax: 916-972-7639
Email: dyork@sswd.org

El Dorado Water Agency
Attn: Ken Payne
4330 Golden Center Drive, Suite C
Placerville, CA 95667
Phone: (530) 621-5392
Fax: (530) 672-6721
Email: ken.payne@edcgov.us

Regional Water Authority
Attn: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916-967-7692
Email: jpeifer@rwah2o

COUNCIL COMMUNICATION

CC #: 1182
File #: 0709-01

Title:	HOUSING SUCCESSOR - Fiscal Year 2019-20 Annual Report of the Low and Moderate Income Housing Asset Fund
Contact:	Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council, acting as the Housing Successor, adopt a resolution approving the Fiscal Year (FY) 2019-20 Annual Report for the Low and Moderate Income Housing Asset Fund.

BACKGROUND

State of California legislation dissolved all redevelopment agencies in California in 2012. As part of the dissolution process of the City of Roseville's Redevelopment Agency, the City elected to become the Housing Successor. State law requires the Housing Successor to maintain any funds transferred to it, together with any funds generated from housing assets in a separate Low and Moderate Income Housing Asset Fund to be used in accordance with applicable affordable housing-related provisions of the Community Redevelopment Law. These statutes require the Housing Successor to expend funds for specified administrative and monitoring costs related to ensuring the long-term affordability of deed-restricted affordable units.

In 2014, the Governor signed into law SB 341, requiring Housing Successors to produce an annual report of their housing activities. Please refer to Attachment 1 of this staff report for a copy of SB 341 annual report. This report is due to the Housing Successor's governing body by December 31st of each year and has the following requirements:

- The annual report must include an independent Financial Audit of the Low and Moderate Income Housing Asset Fund ("Fund"), for the most recent fiscal year. The audit may be separate or included in the host jurisdiction's annual audit;
- The Report of Required Information must be prepared by the end of each year and reported to the State of California Department of Housing and Community Development (HCD) as part of the annual housing element report; and
- The Report of Required Information must be posted on the Housing Successor's website

by the end of the year. The Report of Required Information, per Health and Safety Code 34171.1 (f), is mandated to include the following information from the prior year:

1. The amount deposited into the Low and Moderate Income Housing Asset Fund;
2. A statement of the fund balance as of the close of the last fiscal year;
3. A description of expenditures from the fund by category;
4. The statutory value of real property owned by the Housing Successor, the value of loans and grants receivable, and the sum of these two amounts;
5. A description of any transfers made;
6. A description and status of any project for which the Housing Successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule;
7. For interests in real property acquired by the former Redevelopment Agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project;
8. A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the Housing Successor on February 1, 2012, of the Housing Successor's progress in meeting those obligations, and of the Housing Successor's plans to meet unmet obligations.
9. Reporting on income targeting requirements;
10. The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the same time period;
11. The amount of any excess surplus, the amount of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus. The completed Report of Required Information for the City of Roseville Housing Successor Agency is included as Attachment A of Attachment 1.
12. An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

    - The number of those units.
    - In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses.
    - Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.
    - Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

Since the audit of Low and Moderate Income Asset Fund (Fund 2841) is included in the City of Roseville's Comprehensive Annual Financial Report (CAFR) as allowed by SB 341, that information will be provided to the State of California. The City's CAFR for FY2019-20 will be presented to the City Council in January 2021 and will be available on the City's website at www.roseville.ca.us under Departments & Divisions, Finance, Financial Transparency, or by searching for CAFR.

FISCAL IMPACT

Activities of the Low and Moderate Income Housing Asset Fund are separate and not dependent upon the General Fund. Use of these funds for the development and programming of local affordable housing units and homeless prevention and services reduces impacts on the General Fund.

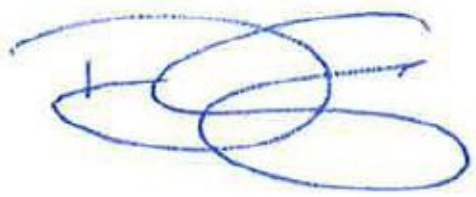
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The FY2019-20 Housing Successor Annual Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Hagan, Management Analyst

Laura Matteoli, Economic Development Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-496

Attachment A-SB341 Report of Required Information

RESOLUTION NO. 20-496

APPROVING THE ANNUAL REPORT FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2019-20

WHEREAS, in 2012 the California State Legislature dissolved redevelopment agencies, and the City of Roseville Housing Successor Agency assumed the housing assets and functions of the former City of Roseville Redevelopment Agency; and

WHEREAS, SB-341 requires Housing Successors to produce an annual report of their housing activities by December 31st of each year; and

WHEREAS, staff has prepared the Annual Report for the Low and Moderate Income Housing Asset Fund for fiscal year 2019-20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, acting in its role as Housing Successor, approves the Annual Report for the Low and Moderate Income Housing Asset Fund for fiscal year 2019-20.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of_____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

_____
City Clerk

EXHIBIT “A”

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2019-20

1. **Any amounts deposited into the Fund, with segregation of amounts deposited from payments pursuant to a Recognized Obligation Payment Schedule ("ROPS") from other sources.**

Amount	*Source*	*Purpose*
$41,608	Interest on Investments Earned	Fund Balance-Reserved
$37,419	Interest on Notes/Loans	Fund Balance-Reserved
$34,842	Monitoring Fees	Fund Balance-Reserved
$245,372	20% Deposit from City Loan Payoff	Fund Balance-Reserved
$60,318	Loan Payoffs-Program Income	Fund Balance-Reserved
$419,559	**Total Deposits**	

2. **The balance in the Fund at the fiscal year end, with segregation of amounts held to meet obligations on a ROPS from other amounts.**

Amount	*Description*
$1,255,159	Ending Cash
3,979	Interest Receivable
0	Reserved for ROPS
$1,259,138	**Fund Balance 6/30/20**

3. **A description of expenditures from the Fund by category for:**
   a. **Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering permitted affordable housing activities. *The amount that can be spent on monitoring and administration is capped at 2% of the value of the assets in the Fund or $200,000 whichever is greater.***

   b. **Homeless prevention and rapid rehousing services. *This amount is limited to $250,000 annually.***

   c. **Development of housing affordable to households at or below 80% of area median income ("AMI").**

Amount	*Description*
$48,249	a. Staff charges for Monitoring
$4,075	a. Misc Office Charges
$250,000	b. Homeless Prevention
$0	c. Development of housing
$302,324	**Total Expenditures**

4. **The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts. *"Statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form approved by the Department of Finance ("DOF") and the purchase price of properties purchased by the housing successor.***

Amount	*Description*
$0	Land
$5,760,000	Mercy Housing - Deferred Receivables
$3,295,190	FTHB/commercial Deferred Receivables
$1,134,256	Residential
$10,189,446	**Total Value of Land & A/R**

5. A description of any inter-jurisdictional transfers of monies from the Fund in the previous fiscal year as well as any transfer from prior fiscal years if the funds are still unencumbered and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

None

6. A description of any project for which the housing successor receives or holds real property tax revenue pursuant to the ROPS and the status of that project.

None

7. For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with the development of the property within five (5) years after the DOF approved the property as a housing asset, which would typically be the date of approval of the housing asset transfer list. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Mercy Housing secured a loan from the Housing Successor for $5,760,000 for the development of a 58-unit mixed-use affordable housing development at 623 Vernon Street, Roseville. The loan was approved by the City Council, acting as the Housing Successor, on November 16, 2016. The project was completed in November 2018.

In 2016, the Housing Successor committed $600,000 of funding from the low/moderate affordable housing funds towards the Junction Crossing affordable rental housing development at 120 Pacific Street. This project will include 80 affordable units available for low and very low income households. St. Anton, the developer of this project, originally anticipated construction to start in the spring 2020. Due to on-going litigation efforts, the project has been put on hold until the spring of 2021. These funds will be in the form of a low-interest deferred loan.

8. A description of any outstanding replacement housing and housing production obligations that transferred to the housing successor on February 1, 2012, the housing successor's progress in meeting those obligations, and the housing successor's plans to meet the unmet obligations.

The Agency will continue to work with 2-3 affordable housing developers. Going forward the Agency is hopeful that loan portfolio payoffs and 20% set-aside deposits from City loan payments will provide additional assistance for affordable housing developments. The value of the 20% loan receivable from the Successor Agency at June 30, 2020 is $3,415,171 providing the California Department of Finance approves the payment of the City loans by the Successor Agency.

9. Reporting on income targeting requirements does not need to be included until December 31, 2019 for the period from January 1, 2014 through the end of the fiscal year covered by the report (June 30, 2019 for most housing successors), and every five years thereafter. However, it may be useful for housing successors to track this information on an annual basis to ensure the requirement is met every five years. *The required income targeting expenditures are that, over a five year period, the funds remaining after expenditures for monitoring and administration and rapid rehousing services, if any, must be expended for the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least 30% of the funds expended on the development of housing affordable to and occupied by households earning 30% or less of the AMI and not more than 20% of the funds expended on the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.*

$0.00

10. The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the total number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period. *If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.*

# of Units	*Description*
287	Senior Restricted Rental Housing Units
558	Non-Senior Restricted Rental Housing Units
845	**Total Units**
34%	% of Senior Restricted Rental Housing Units

In last 10 years:

# of Units	*Description*
49	Senior Restricted Rental Housing Units
58	Non-Senior Restricted Rental Housing Units
107	**Total Units**
46%	% of Senior Restricted Rental Housing Units

11. The amount of any excess surplus, the amount of time that the successor agency has had the excess surplus, and the housing successor's plan for eliminating the excess surplus. ***The definition of excess surplus has been modified so that an "excess surplus" exists to the extent a housing successor holds unencumbered funds in its Fund in an amount that exceeds the greater of $1,000,000 or the total amount of deposits into the Fund for the preceding four fiscal years. The housing successor is required to spend the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.***

Fiscal Year	Amount Deposited
FY2018-19	$361,081
FY2017-18	433,400
FY2016-17	244,548
FY2015-16	549,140
TOTAL	**$1,588,169**

Fund Balance – 6/30/20	**$1,259,138**

Amount of Fund Balance does not exceed the sum of the deposits in the prior four years.	**$0.00**

12. Inventory of Home Ownership Units: This section provides an inventory of homeownership units assisted by the former Agency or FVHA as Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low and Moderate Income Fund per Section 33334.3 (f).

Loan Date	*Loan Due in yrs*	*Address*	*Amount*
5/8/2007	Upon Sale	2083 Beatty Way	$180,000.00
12/2/2008	45	121 Hickory Street	77,300.00
12/2/2008	45	177 Hickory Street	100,000.00
2/18/2009	45	109 Hickory Street	100,000.00
6/30/2009	45	153 Hickory Street	98,637.00
11/4/2009	45	145 Hickory Street	100,000.00
11/5/2009	45	169 Hickory Street	92,541.00
11/24/2009	45	125 Hickory Street	85,778.00
11/25/2009	45	141 Hickory Street	100,000.00
11/25/2009	45	113 Hickory Street	100,000.00
3/11/2010	45	149 Hickory Street	100,000.00
		TOTAL	**$1,134,256.00**

COUNCIL COMMUNICATION

CC #: 1188
File #: 0103-34-02

Title:	2020 Citizens Benefit Trust Policy Manual Update and Year End Summary Report FY2019-20
Contact:	Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a Resolution approving revisions to the City's Citizens Benefit Trust (CBT) Policy Manual, Attachment 1.
2. Accept, for informational purposes, the Citizens Benefit Trust (CBT) and Roseville Employees Annual Charitable Hearts (REACH) year end summary report highlighting non-profit accomplishments for the grant funding cycle of FY2019-20, Attachment 2.

BACKGROUND

On October 21, 2020 the City Council approved the Grants Advisory Commission's (GAC) Implementation Strategy for the Community Needs Assessment recommendations prepared by Koné Consulting. The proposed Implementation Strategy provided clearer direction and created opportunities for efficiencies. At that meeting, the City Council authorized the GAC to take all relevant and necessary actions to facilitate its Implementation Strategy, including updating of the GAC Policy Manual.

At the November 12, 2020 GAC meeting, the Commission met to discuss the necessary revisions to program documents, made final updates and recommended approval of Policy Manual. Specifically, the GAC made revisions to the Policy Manual that aligned with the implementation strategy and focused on service categories, funding priorities, and administrative/clerical edits. Please refer to Attachment 1 for a copy of the 2020 Grants Advisory Commission Policy Manual.

Additionally for informational purposes only, staff is sharing the newly created year end summary report that highlights the non-profit accomplishments for the most recently completed grant funding cycle (FY2019-20). This report provides a summary of each organization's goals and accomplishments. The report will posted on the City's website to allow for transparency of our grant program, greater visibility of accomplishments, and to celebrate all their successes.

FISCAL IMPACT

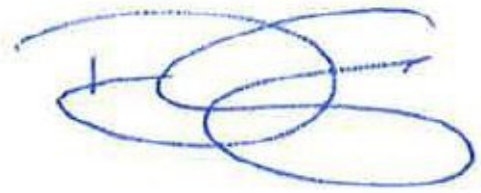
Adoption of the 2020 GAC Policy Manual revisions and review summary report have no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The updating of program documents and sharing of non-profit accomplishments do not constitute a project and therefore, has no potential for a significant environmental effect, and is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-500

Attachment 1- Policy Manual Redline

Attachment 2 - CBT Non-Profit Year End Grant Summary Reports FY2019-2020

RESOLUTION NO. 20-500

APPROVING REVISIONS TO THE CITIZENS BENEFIT FUND POLICY MANUAL

WHEREAS, on October 21, 2020, City Council authorized the Grants Advisory Commission (GAC) to take all relevant and necessary actions to facilitate the implementation Strategy prepared by Koné Consulting, including updating of the Citizens Benefit Trust (CBT) Policy Manual; and

WHEREAS, on November 12, 2020, the GAC met to discuss the necessary revisions to program documents, made final updates and recommended approval of the CBT Policy Manual; and

WHEREAS, the recommended revisions to the CBT Policy Manual align with the implementation strategy and focus on service categories, funding priorities, and administrative/clerical edits; and

WHEREAS, City Council has reviewed the revised CBT Policy Manual; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said revisions to the CBT Policy Manual are hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES – COUNCILMEMBERS:

NOES – COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville
Citizens' Benefit Fund
Policy Manual

adopted by the
Roseville Grants Advisory Commission

September 12, 2000
amended
November 12, 2002
December 3, 2003
November 9, 2004
November 8, 2005
November 18, 2008
December 19, 2012
October 8, 2013
February 17, 2016
June 21, 2017
November 18, 2020

Policy Manual
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F: Request for Amendment to Grant Application
G: Memorandum from Deputy City Attorney Bob Schmitt to Assistant to the City Manager Julia Burrows dated September 20, 2002 regarding SB 975 and the Citizens' Benefit Fund
H: Memorandum from Associate City Attorney Michele Sheidenberger dated August 31, 2004 regarding AB 2690 and the Citizens' Benefit Fund
I: 2013 Historical Assessment of the Roseville Grant Program

J: Proposed Implementation Strategies for 2019/20 Kone' Consulting's Community Needs Assessment (CNA)

City of Roseville
Citizens' Benefit Fund
Policy Manual

Purpose

The purpose of the Citizens' Benefit Fund Policy Manual is to:

- Document the policy decisions of the Grants Advisory Commission and Roseville City Council regarding the Citizens' Benefit Fund by year and by topic;
- Serve as a reference for new Grants Advisory Commissioners and Roseville City Councilmembers as to program implementation; and
- Answer questions from the public regarding the grants process, including questions from potential grant applicants, and current grant recipients.

Chronology of Citizens' Benefit Fund

Jun 1, 1994	Grants Advisory Commission established by Ordinance 2774. Hospital Proceeds Fund Established by Ordinance number 2788. Chapter 4.06 is added to the Roseville Municipal Code to establish the Hospital Proceeds Fund.
Jul 12, 1994	City Council approves criteria and first grant application.
Jan 25, 1995	Joint City Council/Grants Advisory Commission Workshop to discuss Grant application process, including estimated timeframe for processing grant applications and restricting grant funds to benefit Roseville residents only for specific project, rather than general funding; no funding for administrative costs, audit procedures following Grant awards; procedures to notice Commission meetings and interviews with applicants.
Sep 10, 1997	Joint City Council/Grants Advisory Commission Workshop to discuss grant consideration process, appeal opportunities, award process, stewardship of funds, application form changes, multiple year funding, auditing, collaboration of organizations, grant requests for capital projects, city projects or from agencies outside the city.
Dec 16, 1998	City Council approves formal process to consider modifications to approved grants and adoption of marketing program for the Citizens' Benefit Fund.
Aug 18, 1999	Ordinance 3388 adopted by the Roseville City Council amending Chapter 4.06 of the Roseville Municipal Code. Amendments include: 1. Name change from Hospital Proceeds Fund to Citizens' Benefit Fund to reflect opportunity for donations to the fund from the community rather than limited principal amount from sale of municipal hospital. 2. Amendment to Section 4.04.040, Expenditures of Money, to indicate unappropriated amounts may be carried forward to subsequent fiscal years, or at the discretion of the City, may be added to the principal.
Jul 10, 1999	Joint City Council/Grants Advisory Commission Workshop to discuss policies related to requirement for matching funds, grant funding for leased vs. owned property, perpetual funding, monitoring/annual reports, and Ad Hoc Committee.
Nov 3, 1999	City Council adopts policies related to issues from joint Commission/Council workshop.
Dec 3, 2003	City Council approves Grants Advisory Commission recommendations for funding criteria and process improvements following three workshops by the Commission and the first REACH/Enron funding cycle.

Dec 15, 2004 — City Council approved Grants Advisory Commission recommendations for revisions as a result of AB 2690 – repealing the requirement that volunteers be paid prevailing wages and eliminating the mandatory workshop.

December 19, 2012 — The City Council approved a financial report on the Citizens' Benefit Fund (CBF) and a work plan for a comprehensive grants policy review.

May 29, 2014 — GIM to the City Council regarding completion of phase 1 in the Comprehensive Grants Review Process – Historical Assessment Report of the Roseville Grants program.

April 20, 2015 — Joint City Council/Grants Advisory Commission Workshop to discuss policies relating to administration of the Fund and Fund investment and program options.

December 16, 2015 — City Council considered and reaffirmed:

1. Retention of the Citizens' Benefit Fund (CBF) with the City to be invested and administered by the City.
2. Retention of the Grants Program and Commission with administration by the City.
3. Revision of the Citizens' Benefit Fund (CBF) Policy Manual and Guidelines, as follows:
   a) Accept investment strategy revisions expanding strategy consistent with Government Codes.
   b) Reaffirm smoothing strategy to hold back proceeds in excess of $500K and establish new policy for annually utilizing proceeds in excess of $500K for smoothing or special projects or community benefits.
   c) Reaffirm the nine (9) funding program categories.
   d) Retain limits on school districts and schools, as approved by the Grants Commission.
   e) Continue policy that the City Manager, or his designee, approve grants submitted for City requests.
   f) Confirm no giving priorities with each funding request to be evaluated on its own merits.
   g) Establish a policy for an annual needs assessment for Council to consider and establish priorities for the coming funding cycle.

June 17, 2017 — City Council approved revisions to Grants Policy Documents to streamline program procedures relating to administration of Grants program. Additionally, Grants have been focused and aligned to solely private schools and non-profits entities.

November 18, 2020 City Council approved new Implementation Strategies provided by the Grants Advisory Commission based on findings from the Community Needs Assessment by Kone Consulting. Changes include:

1.) Service Categories
2.) Funding priorities
3.) Collaboration
4.) Promoting Outcomes
5.) Measuring Success
6.) Scoring Methodologies

Adopted Policies of the Grants Advisory Commission and Roseville City Council 1994-2017

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements (6/94, 2/16)
Americans with Disabilities Act Compliance (1/99)
Bids Required for Capital Items to be Included (1/96, 10/99)
Funding for Religious or Sectarian Activities Prohibited (1/99)
Grant recipients located in Roseville (9/97)
Ownership or Long-term Lease of Property Improved by Grant Funds (11/99)
Compliance with State of California Prevailing Wage Law – SB 975 (11/02) & AB 2690 (12/04)
Tax Status (12/03)

Process-Related Policies

Annual Review (10/13, 6/17)
Recipient Reporting (11/99)
Appeal of Grant Advisory Commission Decision (9/97, 6/17)

Funds Expended within One Year (8/97)
Line Item Review (11/99)
Applicant Workshop (9/97)
Process to Amend or Extend Timeframe of Approved Grants (12/98)
Site Visits (12/03)
Application Review and Process (12/03, 2/16, 6/17)

Funding Policies

Categories and Target Maximum Amount (9/97, 12/03, 2/16, 6/17, 11/20)
Priority Areas (11/20)
Matching Funds Not Required (11/99)
Multiple Applications from One Agency (12/03, 6/17)
Multiple Year Grants (9/97, 12/03)
Perpetual Funding (11/99)
Fund Investing and Funding Source (11/05, 2/16)
Funding for Schools (11/08, 6/17)

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements — Adopted July 1994, Revised February 2016

The original criteria and application form were established by the Grant Evaluation Criteria Subcommittee in 1994. The subcommittee conducted public meetings on May 24, June 14, and June 27 to discuss and revise the guidelines and presented their draft, adopted by the Commission on June 27th to the City Council on July 6, 1994.

The criteria included a points/rating system that was not adopted by the Commission. A majority of the questions in the current application were as originally drafted. New policies that have amended the application over time are discussed in this manual.

In January 2014, the Grants Advisory Commission approved, and made a requirement that all, Grant Applications be submitted via an online web-based program.

Americans with Disabilities Act Compliance — Adopted January 1999

The Commission added a question to the application form requesting specific information regarding compliance with the Americans with Disabilities Act. The City is not allowed to fund programs or services by agencies that do not comply with ADA. Applicants are also required to comply with state disability laws, which in many cases are more stringent than the federal ADA law.

Bids Required for Capital Items — Adopted January 1996, Revised October 1999, Revised February 2016

In January 1996, the Commission adopted a requirement for applicants to submit bids for capital expenditures. Capital projects costing $2,499 and under must have 3 documented telephone bids. Capital items costing $2,500 and above must have 3 written bids included. Bids do not have to be awarded to the lowest bidder; bids should be awarded to the most responsible bidder.

This language was modified in October 1999 by the Commission and approved by the City Council based on input from grant applicants. In some instances, three bids are not available for specialized equipment that may be manufactured by only one or two companies. Also, in most cases, telephone, online and written bids are only valid for 30 to 60 days or less; the grant application process runs from February to June (120 days) for final approval, which extends beyond the expiration date for the bids. The bids are still to be included in the packet, but with notations if less than three bids are included.

Bid Requirements: Individual items costing $250 - $2,499 require 3 documented telephone, online or written cost estimates. Individual items $2,500 or greater require 3 written cost estimates. Individual items less than $250 do not require an estimate.

Funding for Religious or Sectarian Activities Prohibited Adopted January 1999

In January 1999, the Commission added a question to the application form asking if funding would be used to support any religious or sectarian activities. The City is allowed to fund religious organizations, but the activity, project or program cannot include the promotion a particular religious belief. The City is prohibited from funding religious activities based on laws governing the separation of church and state.

Grant Recipients Located in Roseville Adopted September 1997

The Commission and Council specified that grant recipients are to be located in Roseville rather than previous wording stating that grant recipients are to be "local." In practice, this has been interpreted by the Commission to mean that grant recipients that provide service in Roseville, but may have headquarters or offices in other locations, are eligible for funding.

Ownership or Long-Term Lease for Properties Improved by Grant Funds Adopted November 1999 Revised February 2016

Concerns were raised during the 1999-2000 grant funding cycle regarding the investment in properties by grant applicants who do not own the property. The public funds are therefore making the property of a private citizen more valuable. Grant applicants are required to submit ownership documents and/or copies of lease agreements that reveal how long the property will be leased by the applicant. With long-term leases, the value of any capital improvements will depreciate over time and benefit the grant recipients directly. The Commission recommended and the Council adopted a policy to review the applicants with long-term leases on a case-by-case basis. Staff is to look at the amount of grant funding requested and the use of the funds in particular.

Compliance with California Prevailing Wage Law – SB 975 Adopted November 2002 Revised December 2004 Revised February 2016

The California Labor Code as amended by SB 975 in 2000 affects applicants to the Citizens' Benefit Fund in two ways: the requirement to pay prevailing wages for public or private works of improvement that receive public funds and the use of volunteer labor.

By Interoffice Memorandum from the City Attorney's Office to the City Manager's Office dated September 20, 2002, the attorney clearly states applicants must comply with the SB 975. The memo details the policy for the State Prevailing Wage Laws and the Applicability to Volunteer Labor. The memorandum is attached as Appendix G to the Policy Manual.

By Interoffice Memorandum from the City Attorney's office to the City Manager's office dated August 31, 2004, the requirement that prevailing wages be paid to volunteers on public works projects was repealed by urgency legislation signed by the Governor.

Under the new law, AB 2690, the requirement to pay prevailing wages does not apply to volunteers, volunteer coordinators, or members of the California Conservation Corps or Community Conservation Corps. Although a volunteer cannot be paid, the volunteer may receive reasonable meals, lodging, transportation, and incidental expenses or nominal non-monetary awards without losing volunteer status if those benefits and payments are not a substitute form of compensation for work performed. The Memorandum is attached as Appendix H to the Policy Manual.

State Prevailing Wage Laws. Any grant applicant receiving $1,000 or greater in public monies, in this case, Citizens' Benefit Fund, must pay prevailing wages to all workers employed on public works. Public works actually includes any public or private work of improvement, and is defined as "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds." (Labor Code Section 1720 (a)(1)).

Exceptions to the law include public utility improvements, carpet installation, transportation projects, and certain residential and low-income housing projects. (Labor Code Section 1720(a)).

An applicant or their advisor may request the Director of Industrial Relations to provide an opinion as to the applicability of SB 975 to their project. Previous opinions and current prevailing wages can be found at the state agency's web-site: www.dir.ca.gov.

Tax Status

Adopted December 2003
June 2017

The Grants Advisory Commission is recommending that only agencies with the following tax status be eligible for funding.

- 501(C) 3
- 501(C) 4
- Private schools

Applications from agencies that are not within one of these categories will be ineligible. For example, 501 (C) (6) are not eligible because 1) by definition they exist primarily to serve their members rather than the community at large and 2) they can lobby and take political positions on issues, thus creating potential for conflict of interest.

Process-Related Policies

Annual Review

Adopted October 2013
Revised February 2016
Revised June 2017

The Grants Staff Liaison will annually review the Grant Application and Guidelines, and make revisions to improve efficiencies. The Grant Application and Guidelines shall reflect, but is not limited to: 1) current funds available; and 2) Council priorities, if identified.

Recipient Reporting

Adopted November 1999
Revised November 2005, 2008
Revised February 2016

Beginning with the 2009-10 funding cycle, applicants who fail to submit a Final Report for a grant received from the preceding funding year are not eligible to apply during the subsequent funding year, or any future funding cycle until at least one year after the Final Report has been submitted.

Beginning with the 2006-2007 funding cycle, each recipient is required to submit a report describing the expenditures and accomplishments achieved with the grant funds. The report is due within 30 days of the end of the grant period. In addition, the Commission at its discretion may also require a grant recipient to submit a "mid-year" report due six months from the grantee's initial receipt of funds.

Appeal of Grant Advisory Commission Decision

Adopted September 1997
Revised June 2017

There is no appeal of Grant eligibility made by the Grants Staff Liaison or allocation recommendation made by the Commission. Final allocation decisions are made by the City Council.

Funds Expended within One Year Adopted August 1997

Based upon several requests from agencies that funds be carried over to another fiscal year, or be used for additional purposes, the Commission voted to revise all forms stating that funds must be expended during the fiscal year for which the grant was included in the City budget. The Citizens' Benefit Fund contract was also amended to state that all funds must be spent with one year.

Line Item Review Adopted November 1999

The City Council reaffirmed a standing practice that individual grant applications may be reviewed by the City Council following the recommendations being forwarded by the Grants Advisory Commission. The City Council reviews the recommendations as part of the annual budget adoption in June of each year. Councilmembers may "pull" individual grant applications for discussion, questions, and separate action.

Applicant Workshop Adopted September 1997
Revised November 2004
Revised February 2016

The Grants Advisory Commission strongly encourages that a representative from each applying agency attend the applicant workshop, held on the 2nd Tuesday of January.

Process to Amend or Extend Timeframe of Approved Grants Adopted December 1998

In September 1998, the Commission determined that a formal process should be established to clearly define the requirements in the event a change to an approved grant was requested by a grant recipient. Through the work of Policy Subcommittee members, Sylvia Besana, Carol Garcia, and Susan Rohan, guidelines and a standard form were drafted for use by future applicants. Appendix F includes the Guidelines and Form approved by the City Council on December 16, 1998. As stated in the Guidelines, the City does not encourage amendments to approved grants. Circumstances may warrant flexibility by the Grants Commission and the City Council; however, only if the criteria established by the Policy Subcommittee are met and the amendment process is followed.

Site Visits Adopted December 2003
Revised February 2016

The Commission reached consensus to NOT conduct site visits during the application period (January through May) and to limit visits to other times during the year.

If individual Grants Commissioners visit applicants during the process of reviewing grants, they may receive information in addition to that contained in the written application that is not

received by the other Commissioners. The City's criteria specifically states the grant will be awarded based upon the written materials provided to the Commission for its consideration.

Application Review and Process

Adopted December 2003
Modified October 2013
Revised February 2016
Revised June 2017

The Grants Commission Staff Liaison shall review and either approve or disqualify each grant application. Staff will make their decisions based upon the materials submitted by the agency and/or organization. Grant applications submitted without required and/or complete documents will be disqualified. Grant applicants do not have the right to appeal disqualifications.

The Grants Advisory Commission will meet in the Council Chambers on the second Tuesday of April to review and recommend final funding for each grant application.

Funding Policies

City Projects

Adopted September 1997
Reaffirmed October 1999
Revised February 2016

Due to the limited amount of funding in the community and the high level of local need for qualifying projects, City projects and programs will no longer qualify for funding.

Categories and Target Maximum Amount

Adopted September 1997
Revised December 2003
Revised February 2016
Revised June 2017
Revised November 2020

~~The City Council approved nine (9) CBF Categories, as follows (listed in alphabetical order, not level of emphasis):~~

In keeping with the original intent of the sale of the Roseville hospital to "Improve the Quality of Life for the Citizens of Roseville", Service Categories have been aligned with Social Determinants of Health as interpreted in the Kone Consulting community workshops with the goal of making Roseville a healthier community. The City Council approved updated funding Service Categories as follows:

- Neighborhood and Physical Environment – Improved access to safe and affordable housing for all
- Food – Increased access to healthier food options for lower income communities
- Health and Wellness – Improved physical, mental, and behavioral health and wellness
- Community and Social Context – Improved access to arts and cultural resources for all and a kinder, more inclusive and connected community
- Education – More vocational training and educational opportunities for all ages

~~- Animals – This category benefits animals (shelters and rescue).~~
~~- Arts & Humanities – This category benefits modern languages, literature, philosophy, visual and performing arts.~~
~~- Environmental – This category benefits the natural world and/or promotes education and protection of the natural world.~~
~~- Health – This category includes all services performed, provided or arranged to promote, improve, conserve or restore mental or physical well-being.~~
~~- Human Services – This category focuses on human needs focused on prevention and remediation of problems and improving the overall quality of life of service population.~~
~~- Public Society Benefit – This category includes organizations for larger public benefit and not directed to one defined class of beneficiaries (rotary clubs, learning centers, Chamber of Commerce, 4th of July community celebration).~~

- ~~Recreation & Sports – This category benefits activities done for enjoyment or competition. The City of Roseville and departments therein, shall not be eligible to apply.~~
- ~~Schools – This category benefits private educational institutions and school-based associations that seek to enrich the education experience. Public Schools and Districts may not be eligible to apply.~~
- ~~Youth – This category benefits minors in challenging circumstances that have faced obstacles.~~

For a more detailed definition of previously approved CBF Categories, please refer to the 2013 Historical Assessment of the Roseville Grant Program (Appendix I). At its discretion, the Grants Advisory Commission, with action by the City Council, may wish to prioritize the above-stated categories for CBF funding for a given application year.

~~In an effort to ensure efficient use of time staff and city resources, the Grants Advisory Commission and City Council may establish a minimum grant amount for this process. There shall not be any maximum funding level established within a grant cycle and each application shall be reviewed and funded based on the value and benefit to the community. The establishment of a minimum funding level and no maximum will result in funding fewer applications at greater funding levels. Collaborative applications and reductions in service duplication will be considered favorably, as well as applications that address existing gaps in community services.~~

Funding Priorities Adopted November 2020

The target goal is to divide the grants awards among the three areas described below. The Commission will work to fund grant requests to the extent it is reasonable based on funds available, the applications received and the consensus on merit of the proposals in a given year.

The City Council approved the addition of the following funding priorities:

1. Strategic, one-time grants for innovative projects or programs, capital improvements or new initiatives. Examples of these "special" grants may be:
    - **New Initiatives** – Applicant identifies a need, service, or opportunity in the community that could offer an enhanced and improved quality of life or experience in Roseville.
    - **Innovative Ideas** – Based on models from other areas or agencies and attempting to take a new approach in providing opportunity to enhance or improve quality of life or experience in Roseville.
    - **One-time requests** – If applicants need special consideration on a single request basis.

~~1.~~2. Operational/Mission support grants for programs or projects that demonstrate effectiveness addressing a community need. Grant recipient can reapply in future years for this priority area.

~~2.~~3. Smaller requests of up to $10,000 which can go towards either new programs/projects or support existing operations which have demonstrated effectiveness at meeting community needs.

Matching Funds Not Required Adopted November 1999

The City Council approved the Grants Advisory Commission recommendation that matching funds not be required of grant applicants. Mandating that matching funds be required would limit the application numbers and the flexibility of the Commission and Council to award grants to worthy applicants. Matching funds will be a component of the evaluation by Commissioners and Council in determining which applicants have demonstrated their commitment to a project, but will not be mandatory.

Multiple Applications from One Agency Affirmed December 2003
Revised November 2004
Revised June 2017

The Commission agreed that the practice of allowing multiple grant applications from a single agency should not be continued. The City Council has directed the Commission to issue fewer larger grants.

Multiple Year Grants

Adopted September 1997
Reaffirmed November 2020

The Grants Advisory Commission and City Council discussed, but voted against allowing grant applicants to apply for funding beyond one fiscal year. Funding is only available for the fiscal year in which the grant is approved.

The Commission and Council affirmed this policy after discussion in 2020.

Perpetual Funding

Adopted November 1999
Reaffirmed December 2003

The City Council approved the Grants Advisory Commission recommendation that no limit be set on the number of years a grant applicant may receive funding. Grant applicants will be judged on their individual merit each year.

The Commission and Council affirmed this policy after discussion in 2003. There are several agencies that receive repetitive funding from the Citizens' Benefit Fund. In fact, five organizations have received funding in all of the past ten funding cycles, and six organizations have received funding in eight of the last ten funding cycles. The Commission agreed that because the agencies provide worthy services to the community and Commissioners do an independent evaluation each year, there should not be a limit on repetitive funding.

Fund Investing & Funding Source

Adopted November 2005
Revised February 2016

Grant Funds shall be invested in accordance with the Government Code §53601, as determined by the City's Chief Financial Officer or his designee.

Grant Fund proceeds in excess of $500,000 shall be retained for smoothing during lean years and/or special project or community benefits, as approved by the City Council.

The Grants Advisory Commission may award grants from multiple funding sources. In the event that an applicant meets funding criteria for more than one funding source, the Commission has the discretion to make awards from any or all funds for which any individual applicant is eligible.

Grant Requests from Schools

Adopted November 2008
Revised June 2017

Private School and non-profit Parent-Teacher Clubs, Booster Clubs and non-profit school-based programs are eligible to apply and are limited to one grant request per site.

Appendices

Related Ordinances - Appendix A

Funding Guidelines for Current Year - Appendix B

Grant Application for Current Year - Appendix C

Request for Funds & Report of Expenditures - Appendix D

Grant Agreement - Appendix E

Request for Amendment to CBF Grant - Appendix F

Memorandum re: SB975 and Citizens' Benefit Fund - Appendix G

Memorandum re: AB 2690 and Citizens' Benefit Fund - Appendix H

2013 Historical Assessment of the Roseville Grant Program – Appendix I

Proposed Implementation Strategies For 2019/20 Kone' Consulting's Community Needs Assessment - Appendix J

Grant Advisory Commission

Citizens Benefit Trust & Roseville Employees Annual Charitable Hearts

CITY OF ROSEVILLE CALIFORNIA

A total of $362,100 in grant funds were awarded to

$362,100

15 organizations for use from July 2019 to June 2020.

ORGANIZATION	GRANT FUNDS USED	ACCOMPLISHMENTS	SUCCESS MEASURES
ATOU A Touch of Understanding	$20,000	Provided 29 Disability Awareness Workshops to 1,224 Roseville City students	Survey of students, parents and teachers
AMI Housing	$45,000	Partially funded employment or housing for over 850 individuals in Placer County, including over 30 Roseville residents, and also provided assistance with utilities, groceries and case management	Number of participants who have increased income and obtained housing
AL assistance league® Greater Placer with the Tommy Apostolos Fund	$45,500	Partially funded clothing for 867 school age children in Roseville	Survey of participating families
KEATON'S Child Cancer Alliance	$25,000	Partially funded navigation assistance to 120 Roseville residents (patients & family members) to help them access resources and peer support for childhood cancer	Survey of parents reporting adherence to their child's cancer treatment plan
Lighthouse Counseling & Family Resource Center	$10,000	Provided counseling assistance to 101 Roseville families with children to help them access resources and peer support for their children who have been diagnosed with cancer	Evidence-based measurement tools such as the Beck's Depression Inventory, ACE's Questionnaire, FAM III Assessments, and pre/post questionnaires
MUSIC in the PARK PERFORMING ARTS OF ROSEVILLE	$18,000	Funded the Music in the Park concert series consisting of 6 free events from June through September 2019 for Roseville and area residents	Attendance and increased social media presence
PLACER FOOD BANK Nourishing Communities. Ending Hunger.	$20,000	Partially funded serving 708 Roseville residents the equivalent of 44,519 meals including 30,358 pounds of fresh produce.	Number of people served and food distributed

ORGANIZATION	GRANT FUNDS USED	ACCOMPLISHMENTS	SUCCESS MEASURES
CHAPLAIN Law Enforcement Chaplaincy State of California Placer County	$10,000	Partially funded the volunteer chaplains who responded to over 37 calls for service to assist Roseville citizens	Being trusted to respond effectively
PLACER VETERANS STAND DOWN FREE to all Vets & their spouses and children	$10,000	Partially funded services to 253 walk in veterans including Medical, Dental and Vision care for 240 patients, three meals a day for participants and volunteers, and veterinary services to 42 dogs and 19 cats	Number of participants served and impact on homeless & at risk veterans in Roseville
Roseville Police RPAL Police Activities League	$15,000	Partially funded a summer program for 123 area students	Pre- and post- surveys of participants
St. Vincent de Paul StVdP Preventing Hunger and Homelessness Since 1983	$30,000	Partially funded the food locker program which had 26,900 clients from across Placer County	Annual survey of clients
Sierra College Foundation scf	$25,000	Provided over 150 Care Packs to former foster youth attending Sierra College which included school supplies, hygiene items and Walmart gift cards	Number of former foster youth who stay in school and graduate
STAND UP PLACER EMPOWERING SURVIVORS. SAVING LIVES.	$30,000	Provided partial funding for 219 Roseville residents with 12,734 services including crisis intervention, legal advocacy, temporary restraining orders, and accompaniment to court, therapy sessions and Safe House assistance	Ability to provide assistance to those who need services and client surveys
the gathering inn providing a hand up, not a handout	$50,000	Partially funded services to 700 unduplicated guests from across Placer County and more than 55,000 bed nights of care	Number of homeless guests who exit to a positive housing situation
The Lazarus Project	$8,600	Partially funded housing for 22 homeless individuals from across Placer County	Through outcome data forms

COUNCIL COMMUNICATION

CC #: 1175
File #: 0400-04-12-1

Title:	Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street, CWJ#180058, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

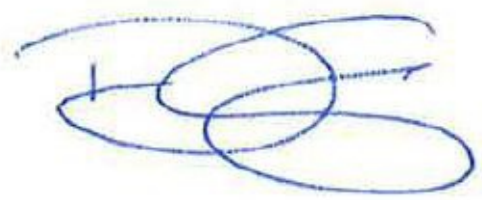
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-488

NOC

Exhibit A

Final Map

RESOLUTION NO. 20-488

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CITY OF ROSEVILLE SIERRA VISTA - FEDERICO/WESTPARK PHASE 1 EARL RUSH DRIVE & MARKET STREET PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the City of Roseville Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista-Federico recorded in Book EE of Maps, Page 6 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as City of Roseville Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

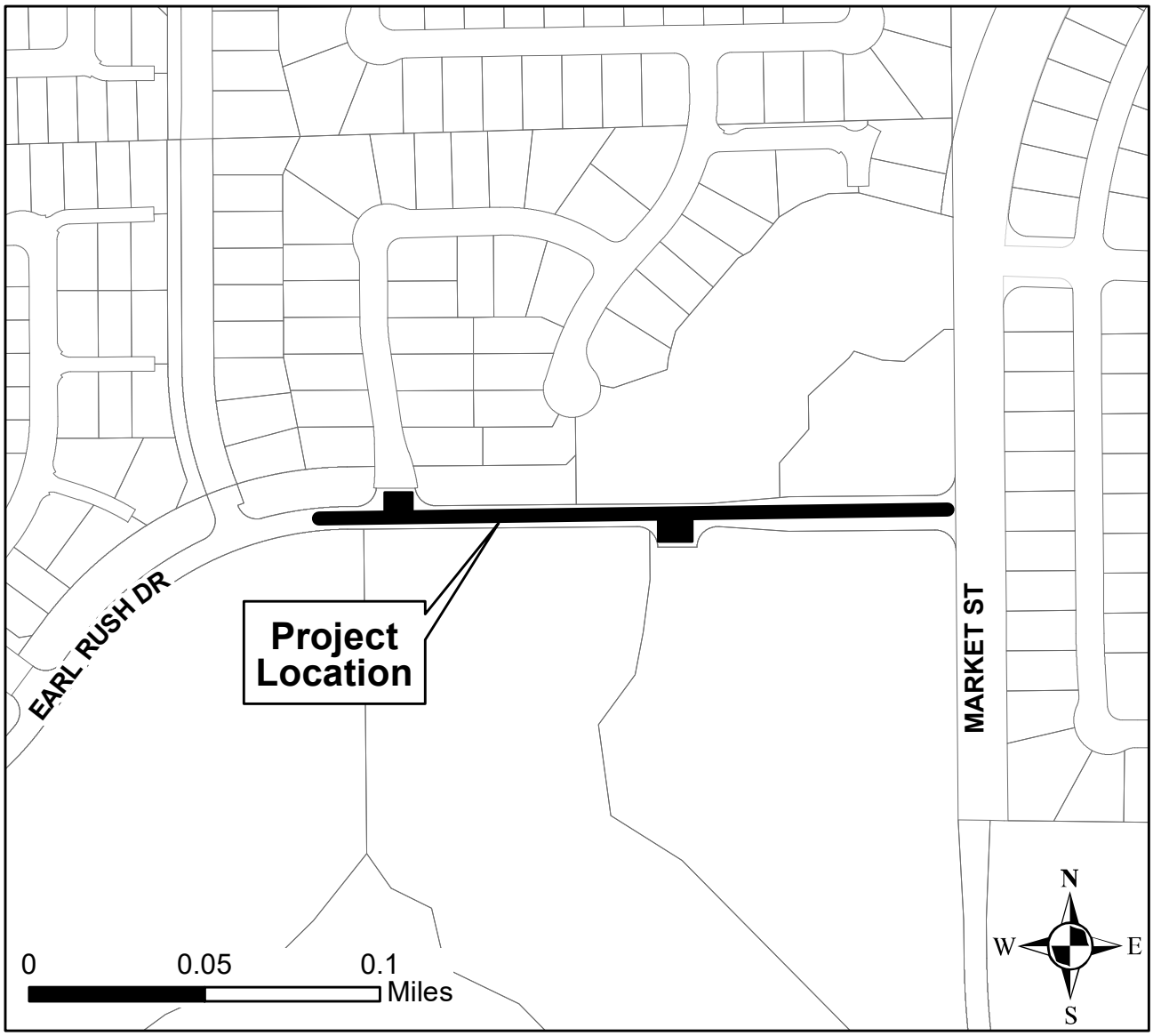
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista - Federico/Westpark Phase 1
Earl Rush Drive & Market Street



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.

(C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

(E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

(B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.

(C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

(E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

(F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.

(G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE)/SHE/THEY EXECUTED THE SAME IN (HIS)/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Pauline J Moore — Pauline J. Moore
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207

PAULINE J. MOORE
Commission # 2118207
Notary Public - California
Fresno County
My Comm. Expires Jul 31, 2019

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/19
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 01 11 18 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED ANNA J. STARKS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN. 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND and official seal

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED GARY J. FEDERICO
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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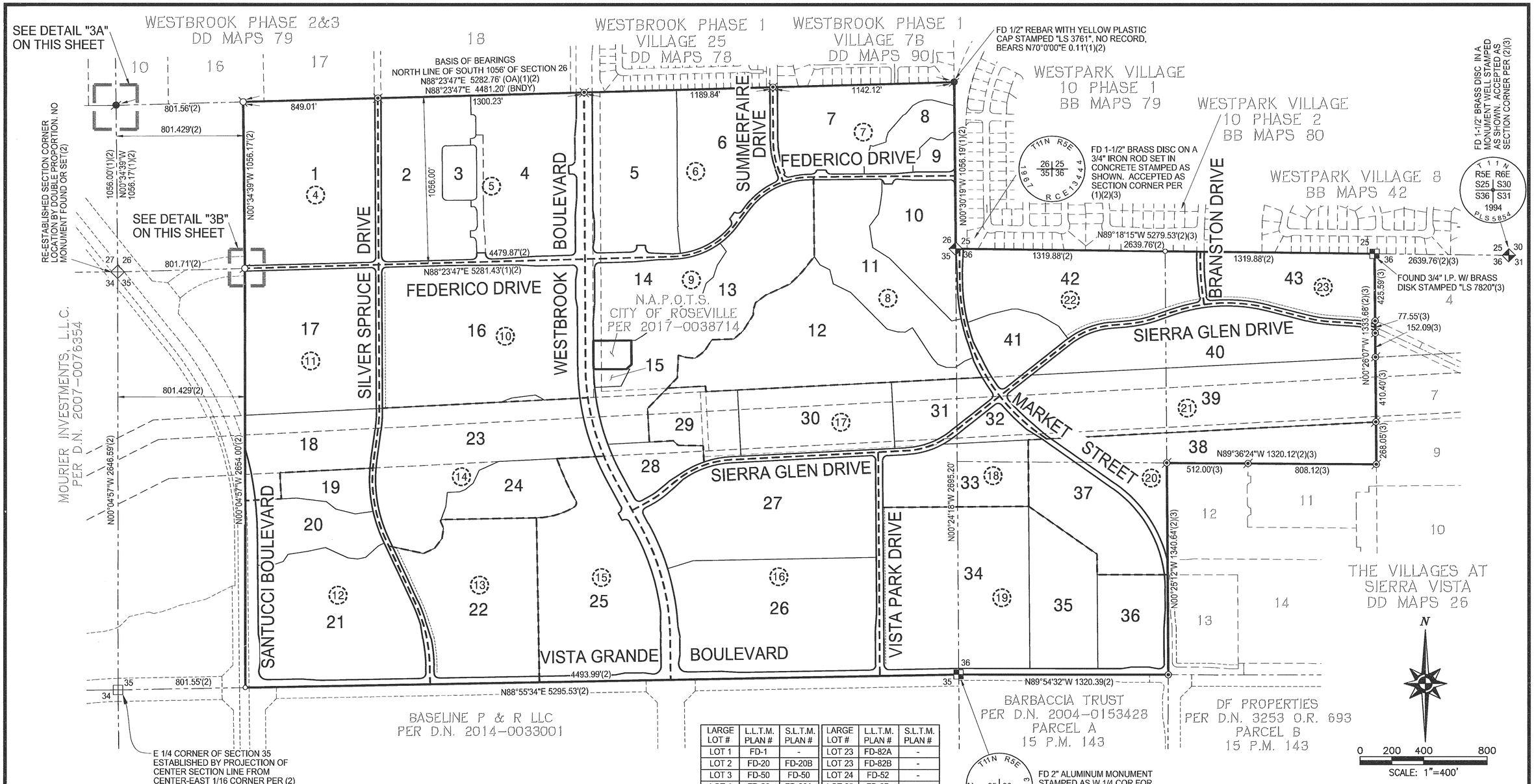

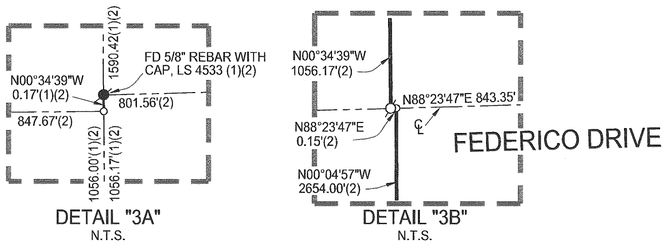

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	FD-1	-
LOT 2	FD-20	FD-20B
LOT 3	FD-50	FD-50
LOT 4	FD-20	FD-20A
LOT 5	FD-22	FD-22A
LOT 6	FD-22	FD-22B
LOT 7	FD-3	-
LOT 8	FD-83	-
LOT 9	FD-51	-
LOT 10	FD-4	-
LOT 11	FD-84B	-
LOT 12	FD-5	-
LOT 13	FD-84A	-
LOT 14	FD-60	FD-34
LOT 15	FD-62	-
LOT 16	FD-21	-
LOT 17	FD-2	-
LOT 18	FD-40	-
LOT 19	FD-63	-
LOT 20	FD-80	-
LOT 21	FD-23	-
LOT 22	FD-8A	-

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 23	FD-82A	-
LOT 23	FD-82B	-
LOT 24	FD-52	-
LOT 25	FD-8B	-
LOT 26	FD-10	-
LOT 27	FD-9	-
LOT 28	FD-64	-
LOT 29	FD-85A	-
LOT 30	FD-85B	-
LOT 31	FD-85C	-
LOT 32	FD-86	-
LOT 33	FD-53	-
LOT 34	FD-65	-
LOT 35	FD-33	-
LOT 36	FD-41	-
LOT 37	FD-32	-
LOT 38	FD-24	-
LOT 39	FD-88B	-
LOT 40	FD-88A	-
LOT 41	FD-87A	-
LOT 42	FD-6	-
LOT 43	FD-7	-

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SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
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JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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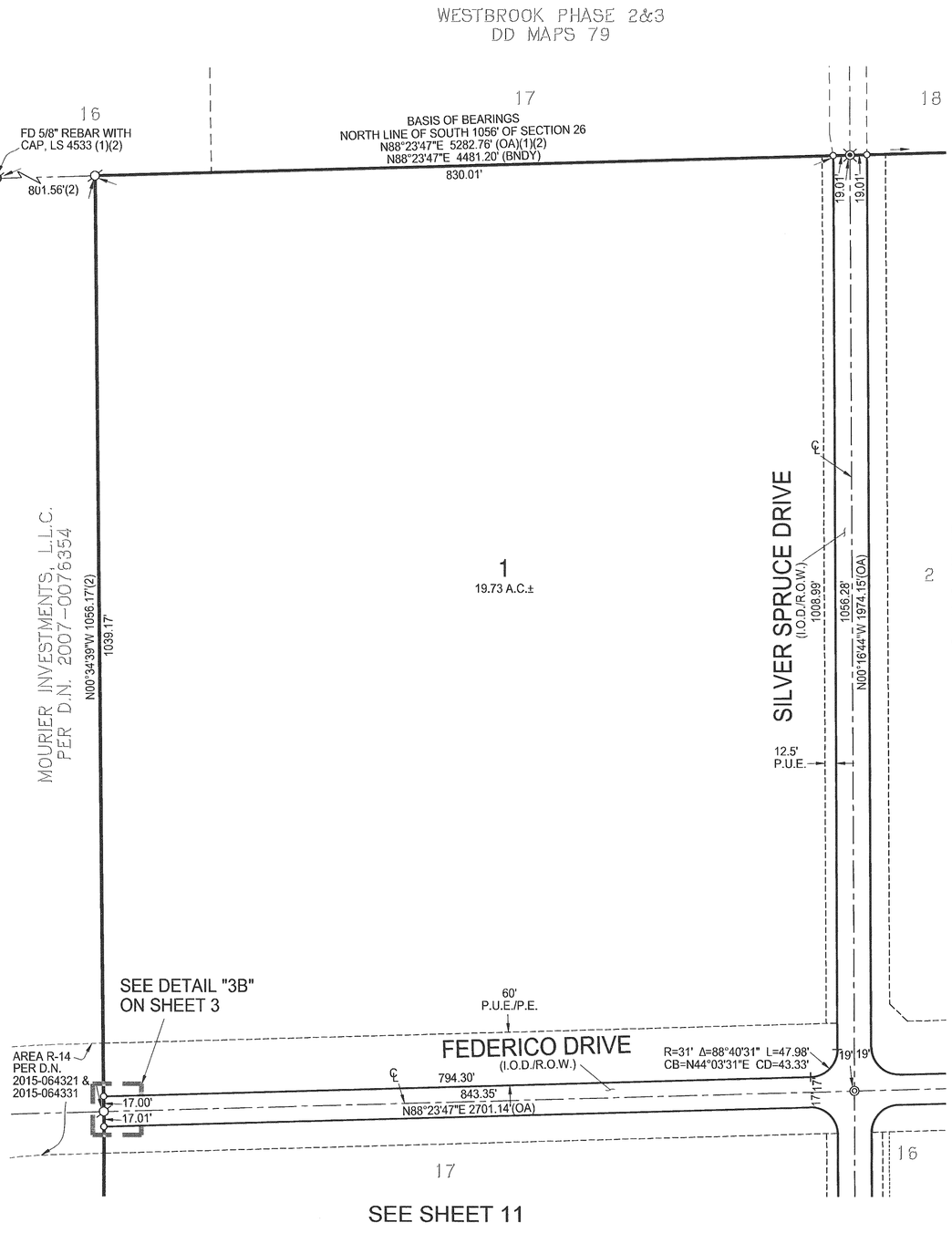

LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊕	SECTION CORNER, NO MONUMENT FOUND OR SET
◪	FOUND QUARTER SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
●	FOUND MONUMENT AS NOTED
⊙	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
⊗	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊙	FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o	DIMENSION POINT (NOTHING FOUND OR SET)
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
M.A.E.	MAINTENANCE ACCESS EASEMENT
NAPOTS	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
L.L.T.M.	LARGE LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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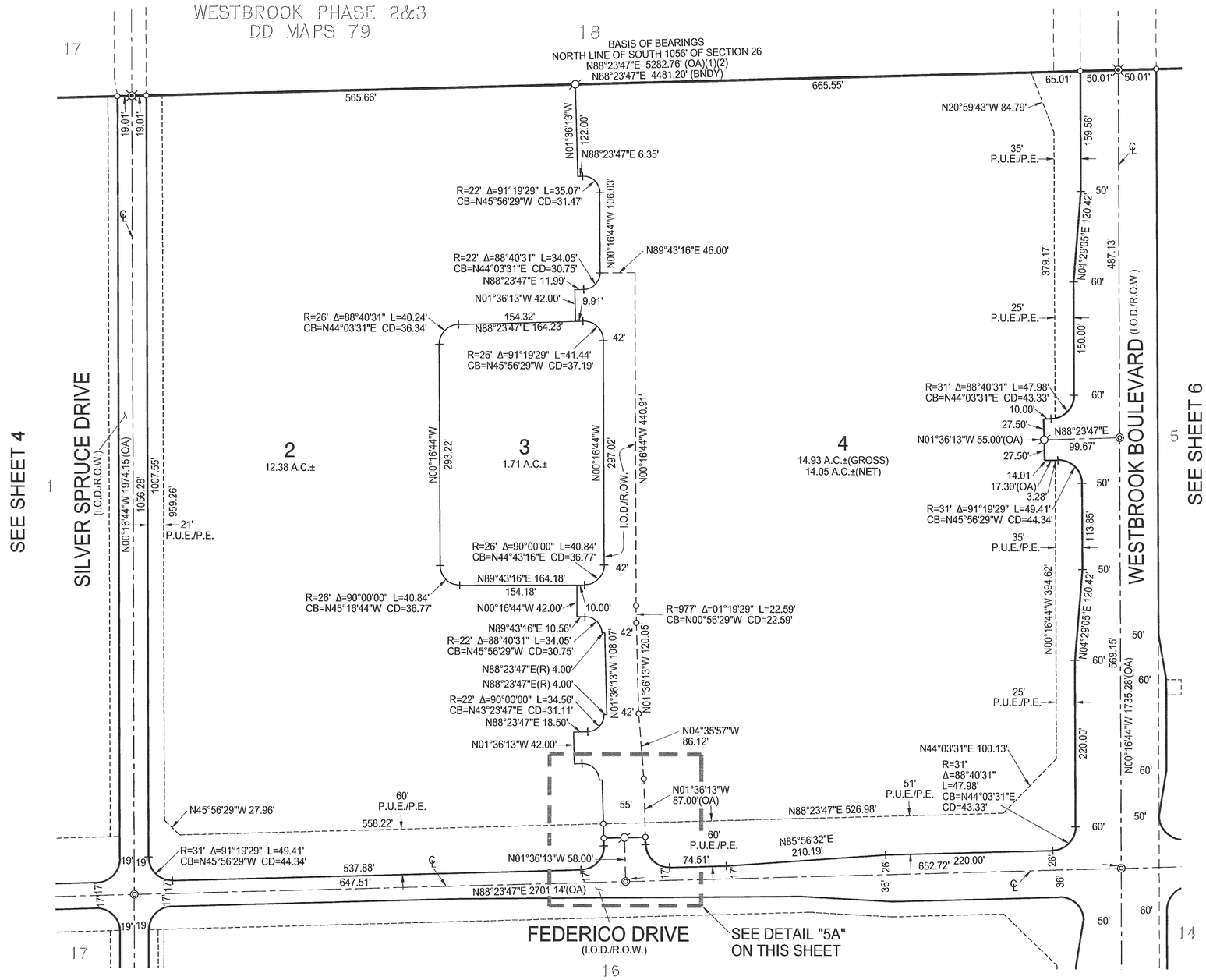
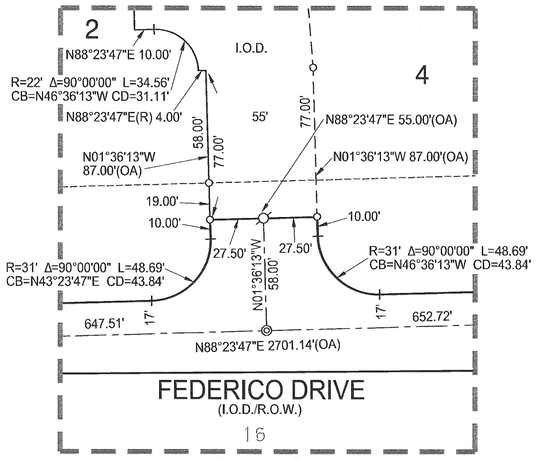
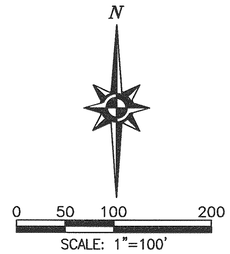
JANUARY 2018





DETAIL "5A"
N.T.S.



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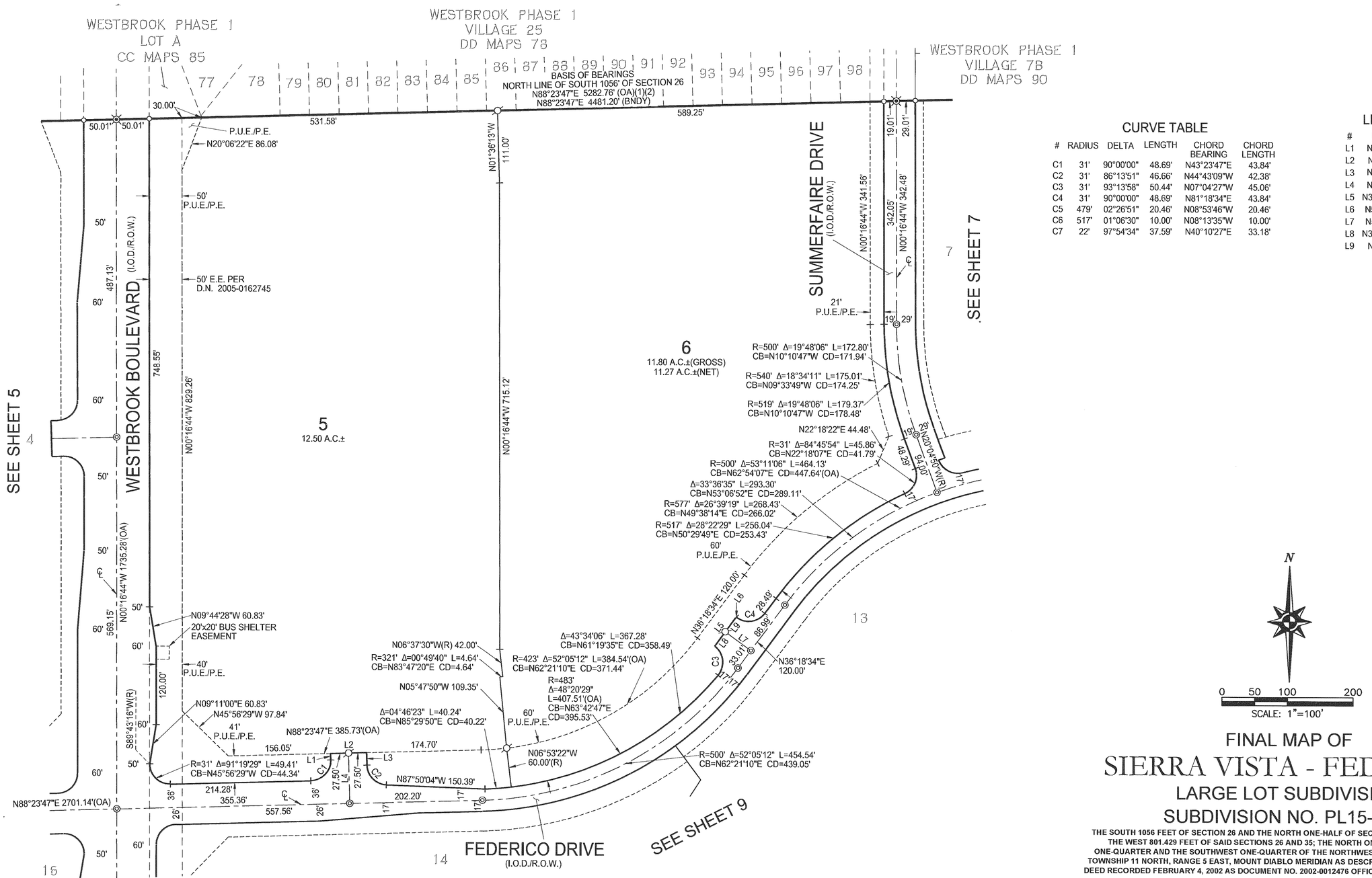

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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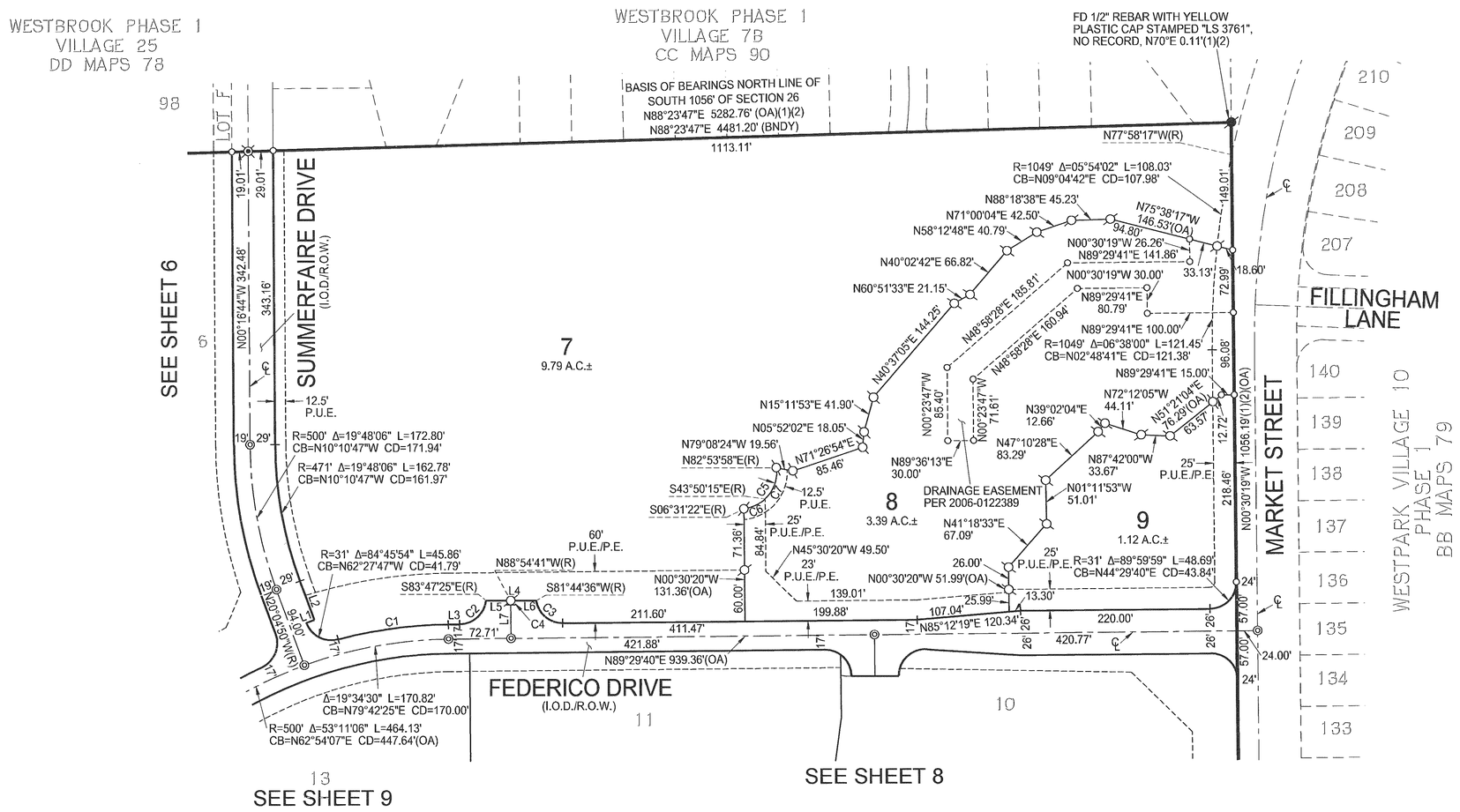

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'

N

0 50 100 200

SCALE: 1"=100'

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LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JANUARY 2018

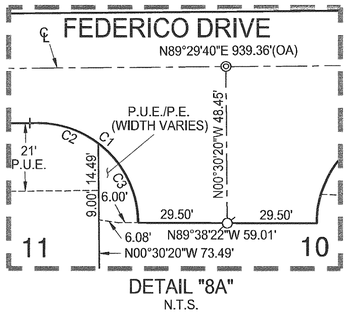
SHEET 8 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'



DETAIL "8A"
N.T.S.

SEE SHEET 7

SEE DETAIL "8A" ON THIS SHEET

FEDERICO DRIVE
(I.O.D./R.O.W.)

7 8 9

72.71' 421.88' 436.09' N89°29'40"E 939.36'(OA) 411.61' 420.77' 109.25' 220.00'

N86°12'59"W

N88°58'37"W 269.05'

N89°43'57"W 55.01'(OA)

N89°29'40"E(R)

N37°17'39"E(R)

S89°29'40"W(R)

24.47' 21.00' 21' P.U.E./P.E. 24.00'

N00°30'20"W 73.49'

N07°40'29"E 79.19'

N10°32'32"E 65.65'

N36°33'42"E 93.49'

N07°57'44"W 138.02'

N57°41'52"W 126.29'

N00°30'20"W 488.08' 467.08'

N35°04'49"W 63.75'

N38°29'54"E 129.05'

N63°28'49"W 67.96'

N13°10'51"W 92.70'

N64°13'33"W 123.20'

N45°28'48"E 102.71'

N65°04'39"E 164.95'

N53°33'38"E 83.61'

N16°50'56"E 46.67'

N01°52'29"E 33.45'

N32°20'52"E 115.87'

N47°36'55"E 79.73'

N88°03'55"E 139.31'

N32°24'38"E 71.33'

N42°26'21"E 31.08'

N54°17'35"E 57.31'

N85°30'27"W 55.68'

N73°48'43"W 52.11'

N02°37'38"E 143.41'

N43°39'58"E 270.37'(OA) 89.82'

N87°02'25"E 240.13'

N02°57'35"W 35.00'

35' E.E. PER D.N. 2005-0162745

35' E.E. PER D.N. 2005-0162745

29

13

SEE SHEET 9

SEE SHEET 9

10
7.70 A.C.±

11
10.92 A.C.±

12
17.51 A.C.±

30

31

SEE SHEET 17

N45°30'19"W 98.99'

R=31' Δ=90°00'01" L=48.69' CB=N45°30'21"W CD=43.84'

N00°30'19"W 1056.19'(1)(2)(OA)

N00°30'19"W 463.16'

405.66'

554.09'

53' P.U.E./P.E.

WESTPARK VILLAGE 10 PHASE 1 BB MAPS 79

136 135 134 133 132 131 130 129 128

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26 25 35 36 1967 RCE 13444

RE-SET WITH MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26 25 35 36 2017 RP LS 7944

24.01' 23.98' N89°18'15"W 2639.76(BNDY)

N03°10'05"W 150.67' N00°30'19"W 207.94'

57.93'

60' P.U.E./P.E.

Δ=11°11'46" L=237.81' CB=N06°06'12"W CD=237.44'

N44°39'27"W 556.60'

MARKET STREET
(I.O.D./R.O.W.)

42

SEE SHEET 22

R=1217' Δ=19°36'36" L=416.53'(OA) CB=N10°18'37"W CD=414.50'

N78°17'55"E(R) 60.00'

N57°51'26"E 51.88'

N75°04'19"W 66.62'

N88°11'43"W 50.25'

N33°30'04"W 228.85'

Δ=08°24'49" L=178.71' CB=N15°54'30"W CD=178.55'

41

23' P.U.E./P.E.

S69°53'05"W(R)

77.67'

N17°42'11"W 105.66'(OA)

N66°14'46"E 54.27'

N40°51'50"W 53.28'

N57°05'51"E 72.52'

27.99'

N69°26'38"W 56.45'

N90°00'00"E 55.43'

S64°56'43"W(R)

51' P.U.E./P.E.

Δ=05°12'05" L=111.30' CB=N27°39'20"W CD=111.26'

515.01'

57.09'

S59°44'38"W(R)

R=1226' Δ=10°30'00" L=224.67' CB=N30°18'17"W CD=224.36'(OA)

R=1200' Δ=54°20'44" L=1138.21' CB=N27°40'41"W CD=1096.02'(OA)

N87°02'25"E 1743.05'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N45°30'20"W	43.84'
C2	31'	37°47'59"	20.45'	N71°36'21"W	20.08'
C3	31'	52°12'01"	28.24'	N26°36'21"W	27.28'
C4	31'	77°34'05"	41.97'	N54°59'59"E	38.84'
C5	31'	16°43'16"	9.05'	N07°51'18"E	9.01'
C6	31'	94°17'21"	51.02'	N46°38'20"E	45.45'

LINE TABLE

#	BEARING	LENGTH
L1	N00°30'20"W	48.37'
L2	N89°38'22"W	27.50
L3	N89°38'22"W	27.50

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'

SEE SHEET 10

SEE SHEET 14

SEE SHEET 15

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 17

WESTBROOK BOULEVARD (I.O.D./R.O.W.)

FEDERICO DRIVE (I.O.D./R.O.W.)

SUMMERFAIRE DRIVE (I.O.D./R.O.W.)

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

14 — 7.04 A.C.±

15 — 21,943 S.F.±

13 — 16.28 A.C.±

28 — 3.19 A.C.±

16 · 5 · 6 · 7 · 23 · 25 · 29 · 11 · 12

N88°23'47"E 2701.14'(OA) 652.72' 569.15'

N00°16'44"W 1735.26'(OA) 678.99'

N00°16'44"W 220.00'

N44°03'31"E 100.13'

R=31' Δ=88°40'31" L=47.98' CB=N44°03'31"E CD=43.33'

N89°23'47"E 388.62' 355.36' 557.56'

N83°37'57"E 108.37'

139.85'

202.20'

N00°16'44"W 403.02'

N04°29'05"E 120.42'

N00°16'44"W 284.08' 122.81'

161.27'(4)

N89°43'16"E 239.65'(4) 189.65'

N89°43'16"E 23.90'

N57°26'47"E 48.14'

N53°21'56"E 60.66'

N54°39'03"E 93.31'

N50°26'01"E 66.08'

N70°54'34"E 56.03'

N61°49'11"E 87.33'

N12°52'20"E 33.89'

N67°11'35"E 46.50'

N48°48'36"E 59.64'

N19°09'50"E 79.85'

N19°13'45"E 70.81'

N46°13'47"E 38.64'

N32°20'22"E 103.17'

N36°35'07"W(R) 65.00'

R=500' Δ=52°05'12" L=454.54' CB=N62°21'10"E CD=439.05'

Δ=34°58'53" L=315.65' CB=N70°54'20"E CD=310.77'

R=547' Δ=34°58'53" L=333.97' CB=N70°54'20"E CD=328.80'

R=517' Δ=52°05'12" L=470.00' CB=N62°21'10"E CD=453.98'(OA)

Δ=17°06'19" L=154.35' CB=N44°51'44"E CD=153.77'

Δ=33°36'35" L=293.30' CB=N53°06'52"E CD=289.11'

N20°04'50"W(R)

N36°18'34"E 120.00'

R=483' Δ=53°11'06" L=448.35' CB=N62°54'07"E CD=432.42'

R=500' Δ=53°11'06" L=464.13'(OA) CB=N62°54'07"E CD=447.64'

Δ=19°34'30" L=170.82' CB=N79°42'25"E CD=170.00'

N89°29'40"E 24.47'

N89°29'40"E 939.36'(OA)

N00°30'20"W 488.08'(OA) 467.08'

N00°16'44"W 1735.26'(OA) 740.90'

R=1500' Δ=28°18'01" L=741.01' CB=N14°25'44"W CD=733.39'(OA)

R=1450' Δ=28°18'01" L=716.20' CB=N14°25'44"W CD=708.94'(OA)

N89°43'16"W(4) 151.51'(4)

N89°43'16"W(R) 229.42'

S89°56'01"W(R)

R=1450' Δ=00°47'14" L=19.93' CB=N0°40'21"W CD=19.93'(OA)

S00°16'44"E 151.66'(4)

N47°00'48"E 43.55'(4)

21.91'

N87°02'25"E 117.05'

S84°23'39"W(R)

N27°31'53"E 120.83'

N87°02'25"E 167.10'

416.17'

417.30'

N87°02'25"E 694.48'

S69°47'40"W(R)

52.44'

N43°39'58"E 270.37'

180.55'

89.82'

N02°37'38"E 143.41'

N73°48'43"W 52.11'

N85°30'27"W 55.68'

N42°26'21"E 31.08'

N32°24'38"E 71.33'

N54°17'35"E 57.31'

N89°03'55"E 139.31'

N47°38'55"E 79.73'

N32°20'52"E 115.87'

N53°33'38"E 83.61'

N16°50'56"E 46.67'

N01°52'29"E 33.45'

N65°04'39"E 164.95'

N45°28'48"E 102.71'

N38°29'54"E 129.05'

263.74'

N87°02'25"E 413.74'(OA)

N02°57'35"W 211.11'

N87°02'25"E 277.18'

N87°02'25"E 240.13'

N02°57'35"W 35.00'

N02°57'35"W 375.00'

N02°57'35"W 103.45'(OA)

N19°08'03"W(R)

R=600' Δ=36°59'07" L=387.37' CB=N68°32'51"E CD=380.62'(OA)

Δ=16°10'27" L=174.74' CB=N78°57'11"E CD=174.16'

N61°25'15"E 211.00'(OA) 230.96'

352.76'(OA) 173.96'

N28°34'45"W

R=500' Δ=11°21'58" L=99.19' CB=N55°44'16"E CD=99.03'

R=474' Δ=11°21'58" L=94.03' CB=N55°44'16"E CD=93.88'

R=31' Δ=90°00'00" L=48.69' CB=N73°34'45"W CD=43.84'

Δ=09°22'25" L=211.92' CB=N24°23'32"W CD=211.73'

N45°57'19"W 42.58'

N89°23'33"W 157.64'

N33°59'00"W(R) 12.5' P.U.E./P.E. N57°02'51"E 85.00'

N50°03'17"E 82.71' 102.79'

150.00' 250' TOWER EASEMENT PER D.N. 612 O.R. 534

125' SMUD EASEMENT PER D.N. 935 O.R. 29

50' E.E. PER D.N. 2005-0162745

35' E.E. PER D.N. 2005-0162745

50' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

40' P.U.E./P.E.

21' P.U.E./P.E.

50' P.U.E./P.E.

50' P.U.E./L.S.E.(4)

21' P.U.E./P.E.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

N

0 50 100 200

SCALE: 1"=100'

JANUARY 2018

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SEE SHEET 5

SEE SHEET 11

SEE SHEET 9

SEE SHEET 14

FEDERICO DRIVE
(I.O.D./R.O.W.)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

16
24.44 A.C.±

17

18

23

14

15

28

1

2

4

843.35'

647.51'

N88°23'47"E 2701.14'(OA)

378.75'

N89°32'31"E 450.09'

N88°23'47"E 858.40'

652.72'

N86°50'24"W

220.00'

120.42'

N86°50'24"W
108.37'

N88°23'47"E 147.09'

569.15'

557.56'

R=31' Δ=88°40'31" L=47.98'
CB=N44°03'31"E CD=43.33'

30'
P.U.E./P.E.

20'
P.U.E./P.E.

N45°56'29"W 97.84'

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

N89°43'16"E(R)

N09°11'00"E 60.83'

120.00'

25'
P.U.E./P.E.

N09°44'28"W 60.83'

N00°16'44"W 551.01'

678.99'

N00°16'44"W 1735.28'(OA)

370.10'

35'
P.U.E./P.E.

12.5'
P.U.E.

20'
P.E.

N00°16'44"W 1974.15'(OA)

917.87'

871.01'(OA)

862.21'

20.02'

8.80'

728.37'

N87°02'25"E 1245.45'(OA)

N68°47'33"E 73.12'

N82°23'12"E 147.95'

N61°53'04"W 42.23'

N58°06'47"W
22.92'

225.17'

190.05'

35.12'

S82°14'14"W(R)

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E 1274.39'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'(OA)

R=919' Δ=08°18'47" L=133.34'
CB=N03°52'39"E CD=133.22'(OA)

Δ=07°29'02" L=202.46'
CB=N04°01'15"W CD=202.31'

R=1585' Δ=07°22'39" L=204.09'
CB=N03°58'04"W CD=203.95'

R=1500' Δ=28°08'01" L=740.90'
CB=N14°25'44"W CD=733.39'(OA)

R=1550' Δ=28°18'01" L=765.59'
CB=N14°29'44"W CD=757.84'(OA)

R=1550' Δ=14°12'10" L=384.23'
CB=N14°51'51"W CD=383.24'

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

AREA R-14 PER DOC. No. 2015-064321 & 2015-064331

17.00'
17.01'

843.35'
N88°23'47"E 2701.14'(OA)
792.68'

30' P.U.E./P.E.

FEDERICO DRIVE
(I.O.D./R.O.W.)

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

19' 19' 17' 17'

MOURIER INVESTMENTS, L.L.C.
PER 2007-0076354

913.09'

17
17.12 A.C.±

12.5' P.U.E.

861.68'
917.87'
N00°16'44"W 1974.15'(OA)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

SEE SHEET 10

AREA E-19 PER D.N. 2015-064331

815.71'
N87°02'25"E 828.22'(OA)

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

25' P.U.E.

12.51'
7.02'

R=881' Δ=08°18'47" L=127.82'
CB=N03°52'39"E CD=127.71'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'

AREA E-6 PER D.N. 2015-064331

207.99'

N87°02'25"E

12.5' P.U.E.

188.12'
N08°02'03"E 188.12'

AREA R-1 PER D.N. 2015-064321 & D.N. 2015-064331

N74°18'22"E(R)

250' USA EASEMENT PER D.N. 612 O.R. 534

18
7.55 A.C.±

Δ=03°34'13" L=57.27'
CB=N06°14'56"E CD=57.26'

R=900' Δ=32°59'30" L=518.23'
CB=N08°27'42"W CD=511.10'(OA)

12.60'

554.06'
N87°02'25"E 566.66'(OA)

N85°32'10"W(R)

SEE SHEET 14

C1
C2
C3

309.89'

N00°04'57"W 2654.00'(2)(OA)

40' P.U.E./P.E.

R=2061'
Δ=15°03'24"
L=541.61'
CB=N08°09'56"W
CD=540.05'(OA)

N02°57'35"W 165.00'

R=919' Δ=32°59'30" L=529.17'
CB=N08°27'42"W CD=521.89'(OA)

N82°53'18"E(R)

61'

40.07'

124.29'

N87°02'25"E 260.78'(OA)

N83°38'45"E(R)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

R=2000' Δ=06°28'29" L=226.01'
CB=N03°52'28"W CD=225.89'(OA)

SEE SHEET 12

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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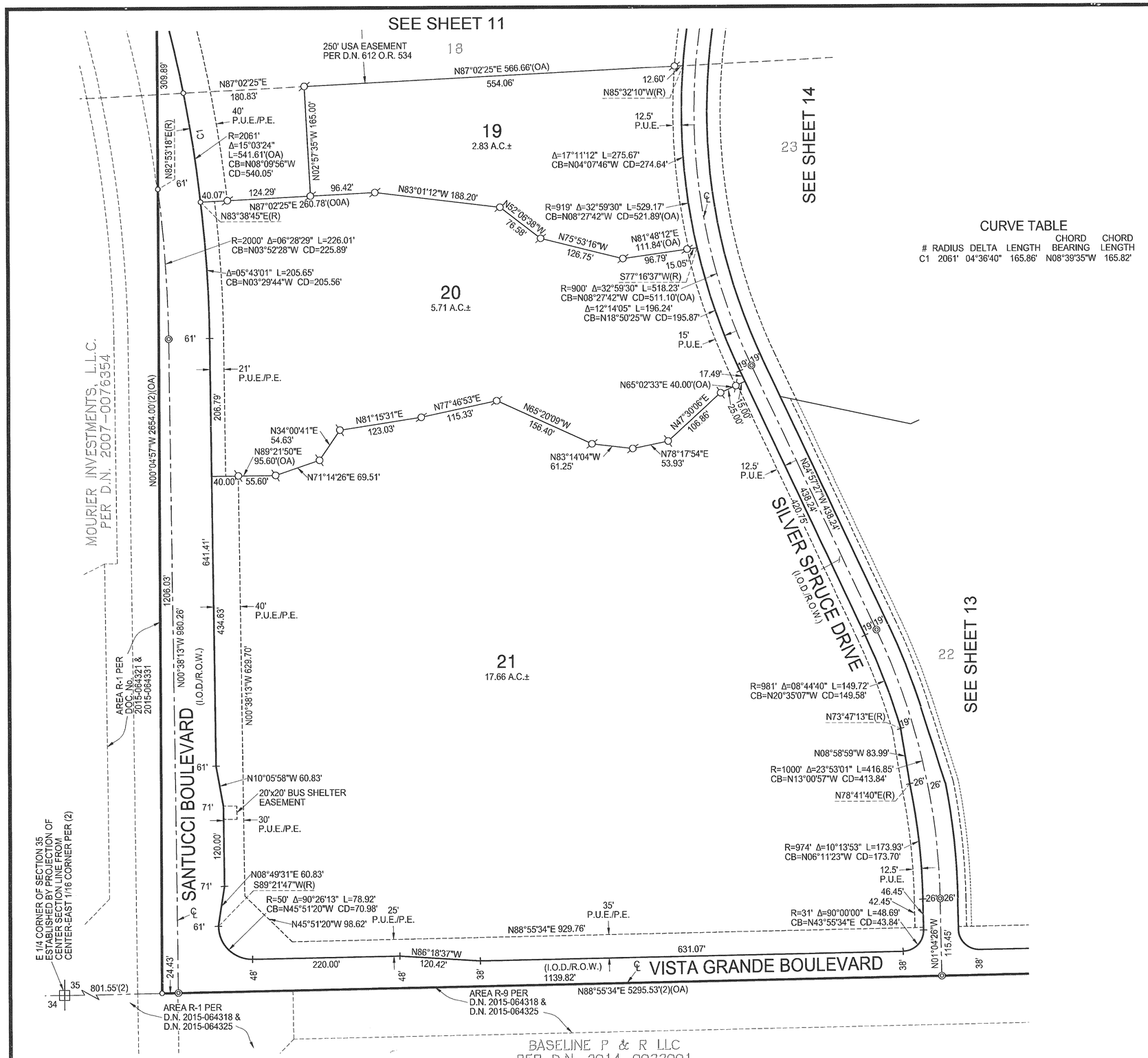
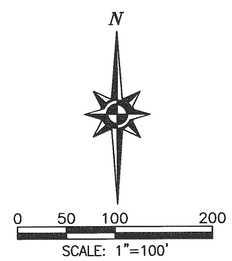
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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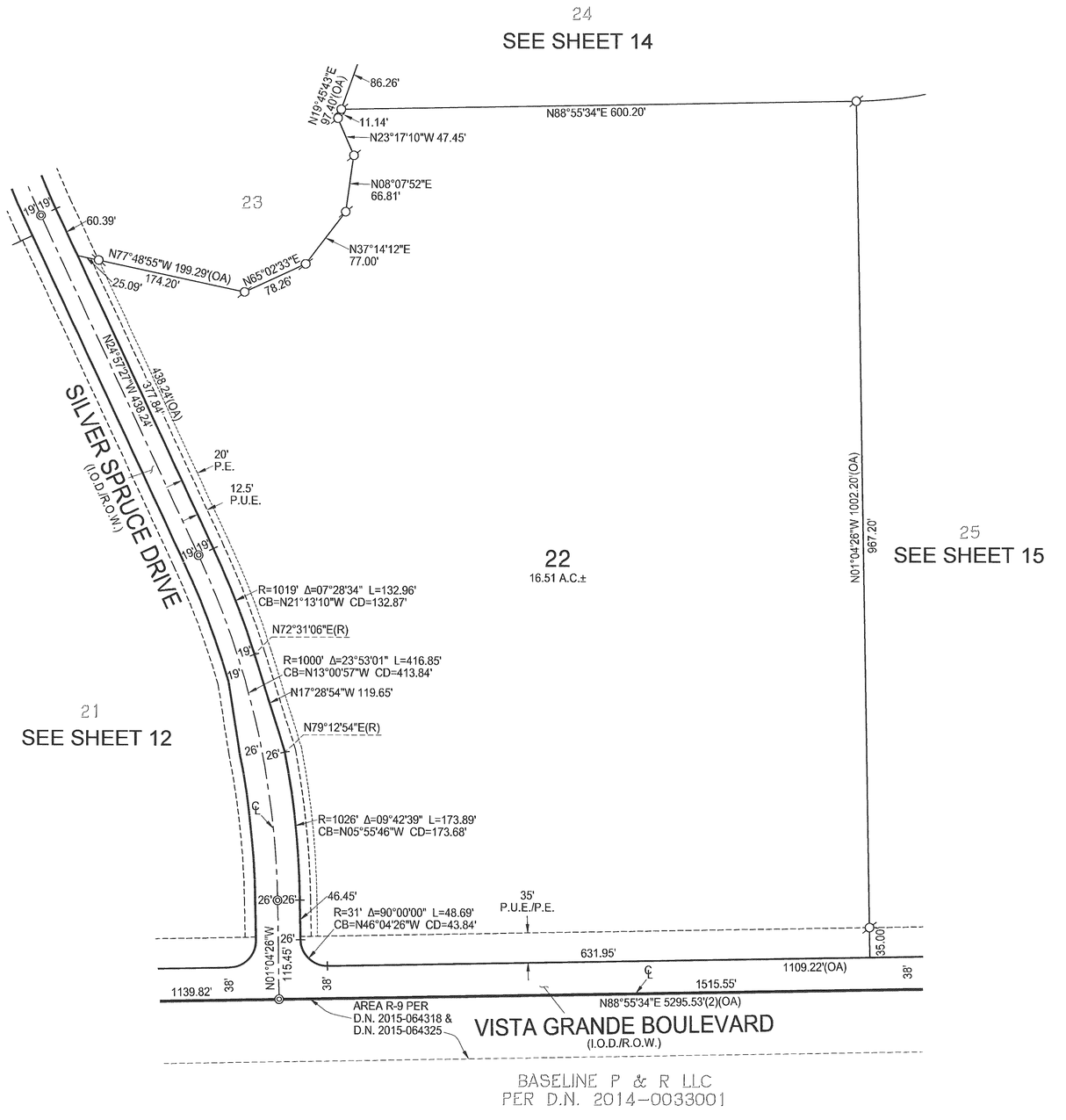

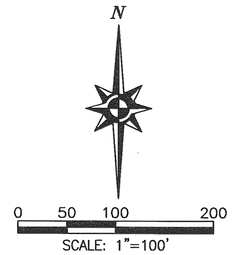

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

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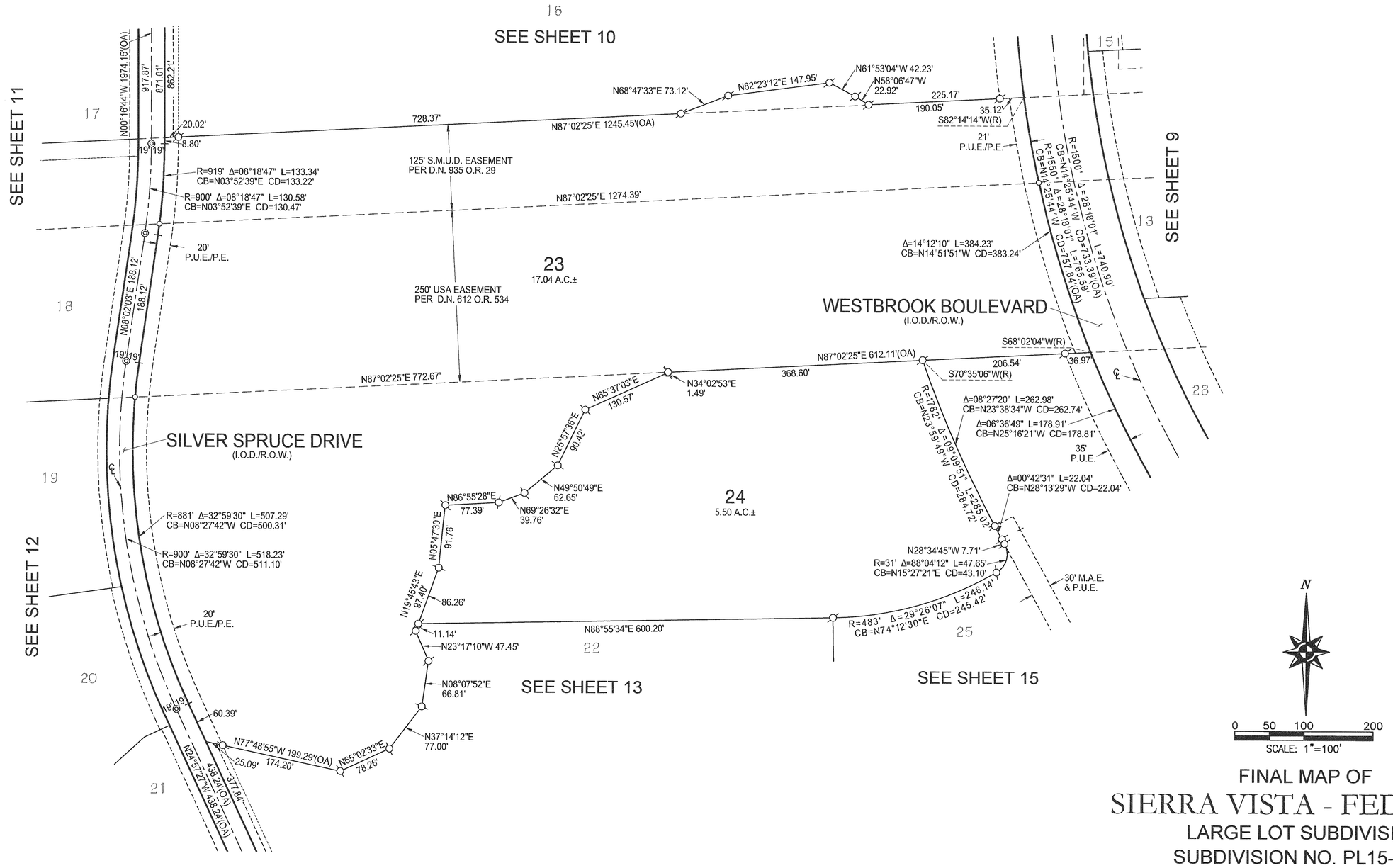

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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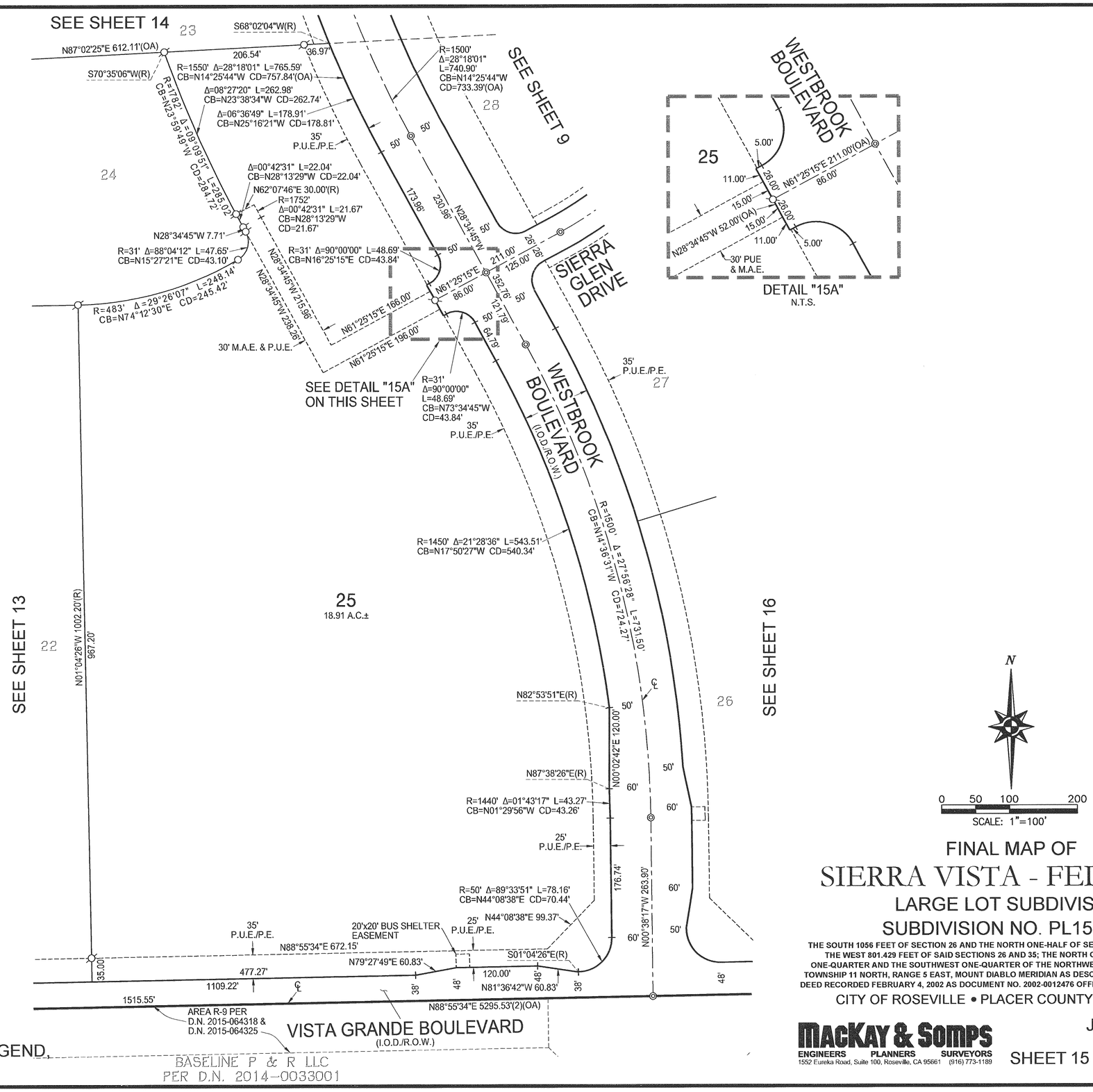

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 17

SEE SHEET 9

SEE SHEET 18

SEE SHEET 19

SEE SHEET 15

SEE SHEET 25

SEE SHEET 34

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

27
19.23 A.C.±

26
20.46 A.C.±

N87°02'25"E 1106.51'(OA)
927.46'
877.18'

R=600' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'

R=581' Δ=31°36'19" L=320.49'
CB=N71°14'15"E CD=316.44'

R=31' Δ=92°33'17" L=50.08'
CB=N46°40'57"W CD=44.81'

N34°33'54"W(R)
N47°03'37"E 85.00'
N50°03'17"E 102.79'

R=526' Δ=11°21'58" L=104.35'
CB=N55°44'16"E CD=104.17'
R=500' Δ=11°21'58" L=99.19'
CB=N55°44'16"E CD=99.03'

R=31' Δ=90°00'00" L=48.69'
CB=N16°25'15"E CD=43.84'

N28°34'45"W 250.96'
N61°25'15"E 86.00'
211.00'
125.00'
352.76'(OA)
121.79'
64.79'
44.00'

35' P.U.E./P.E.

Δ=11°28'49" L=310.57'
CB=N22°50'20"W CD=310.05'

R=1500' Δ=27°56'28" L=731.50'
CB=N14°36'31"W CD=724.27'

N72°54'04"E(R) 169.56'(OA)
134.56'
35.00'

N88°55'34"E 1154.21'(OA)
1141.71'

R=1550' Δ=25°10'22" L=680.99'(OA)
CB=N15°59'34"W CD=675.53'

Δ=13°41'33" L=370.42'
CB=N10°15'09"W CD=369.54'

R=1585' Δ=16°27'39" L=455.36'
CB=N08°52'06"W CD=453.80'

N86°35'37"E(R)
N11°42'26"W 61.14'
N88°48'58"E(R)
20'x20' BUS SHELTER EASEMENT
R=1560' Δ=00°32'45" L=14.86'
CB=N00°54'39"W CD=14.86'

N00°38'17"W 263.90'
N08°49'27"E 60.83'
105.14'
N00°38'17"W 120.26'

S89°21'43"W(R)
R=50' Δ=90°26'09" L=78.92'
CB=N45°51'22"W CD=70.98'
N45°51'22"W 98.62'

N86°18'37"W 120.42'
220.00'
1515.55'
1317.25'
820.31'
496.93'

N04°16'21"E 110.37'
613.63'
965.14'
N00°24'18"W 1415.68'
351.51'
220.00'

R=31' Δ=89°19'52" L=48.33'
CB=N44°15'38"E CD=43.58'

N88°55'34"E 5295.53'(2)(OA)

AREA R-9 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

BASELINE P & R LLC
PER D.N. 2014-0033001

12.5' P.U.E.
20' P.U.E./P.E.
12.50'

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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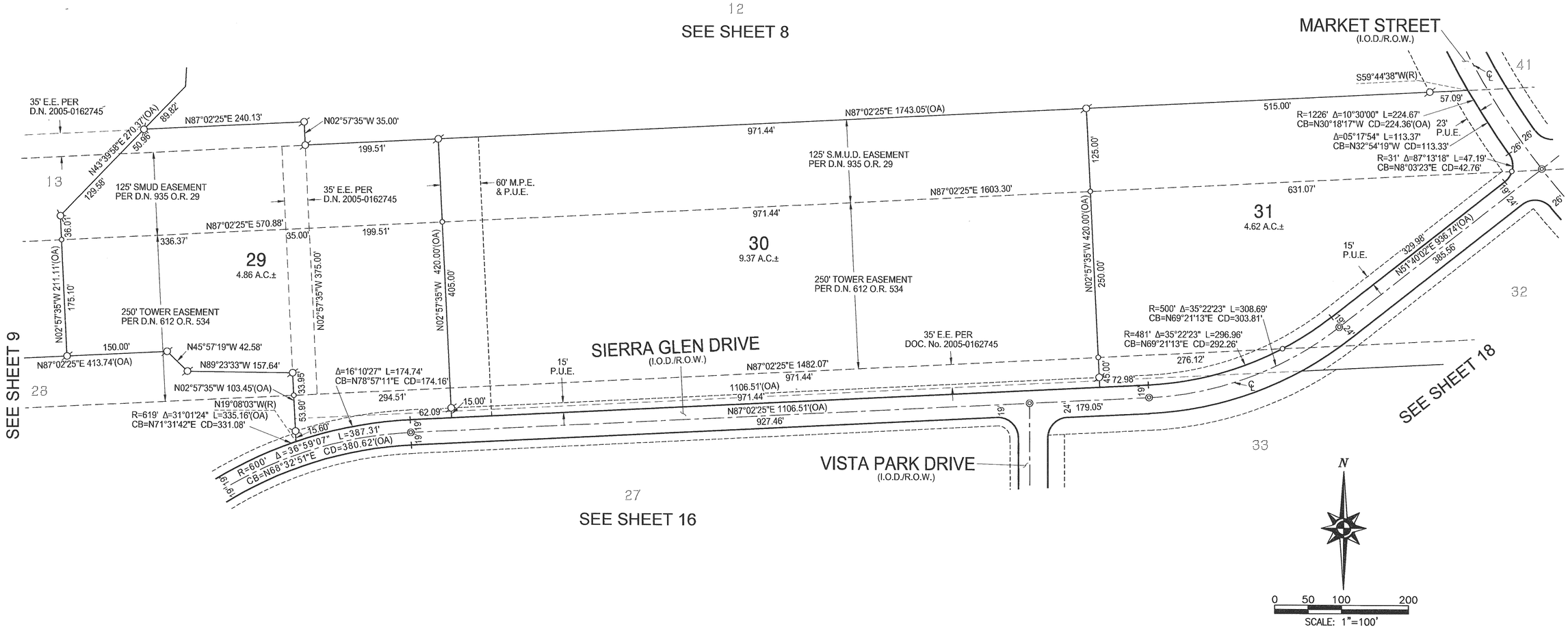

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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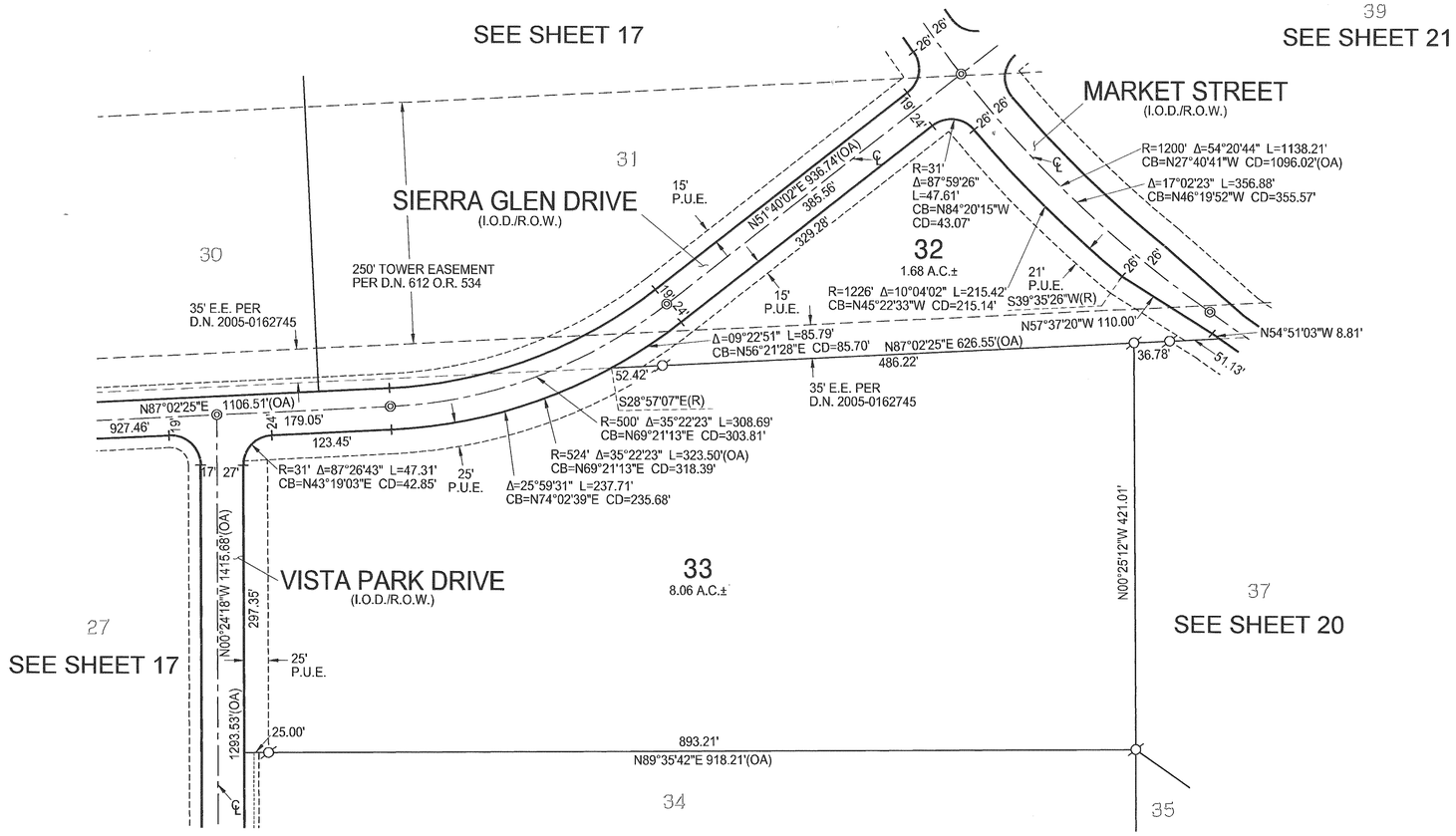

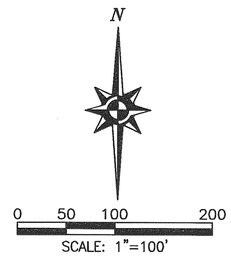

FINAL MAP OF

SIERRA VISTA - FEDERICO

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 18

33

25.00'

893.21'

N89°35'42"E 918.21'(OA)

421.01'

N54°51'03"W 525.87'

37

SEE SHEET 20

27

17'

27'

1293.53'(OA)

12.5'
P.U.E.

10'
P.E.
SEE NOTE 4
ON SHEET 4

SEE SHEET 16

N00°24'18"W 1415.68'(OA)

996.18'

34
21.59 A.C.±

N00°25'12"W 1446.95'(OA)

975.94'

129.35'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)

N00°25'12"W 165.80'

391.92'

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

15'
P.U.E.

R=783.00' Δ=054°25'51" L=743.85'(OA)
CB=N27°38'08"W CD=716.19'

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

VISTA PARK DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

136.01'

N03°52'09"E 120.34'

1340.64'(2)(3)(OA)

13
DD MAPS 26

26

17'

35
8.59 A.C.±

N00°25'12"W 723.87'(OA)

544.52'

36
5.71 A.C.±

26'
P.U.E.

545.52'

N00°25'12"W

220.00'

27'

27'

℄

R=31' Δ=90°40'08" L=49.06'
CB=N45°44'22"W CD=44.10'

35'
P.U.E.

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

50'
P.U.E.

40'
P.U.E.

20'x20' BUS SHELTER
EASEMENT

R=31' Δ=90°30'41" L=48.97'
CB=N44°50'08"E CD=44.04'

N80°37'44"E 60.83'

S00°05'28"W(R)

146.74'

120.00'

N80°26'48"W 60.83'

50.00'

50.00'

448.66'

427.77'

1023.16'

438.51'

496.93'

1317.25'

38'

48'

N88°55'34"E 5295.53'(2)(OA)

N89°54'32"W 1320.39(2)

AREA R-10 PER
D.N. 2015-064318 &
D.N. 2015-064325

AREA R-10 PER
D.N. 2015-064323 &
D.N. 2015-064333

AREA E-10 PER
D.N. 2015-064333

AREA R-3 PER
D.N. 2015-064323 &
D.N. 2015-064333

BASELINE P & R LLC
PER D.N. 2014-0033001

BARBACCIA TRUST
PER D.N. 2004-0153428
PARCEL A
15 P.M. 143

DF PROPERTIES
PER 32 O.R. 693
PARCEL B
15 P.M. 143

FD 2" ALUMINUM MONUMENT
STAMPED AS WEST 1/4 COR FOR
SECTION 35 PER(2)

T11N R5E
35 | 36
2005 RCE 45333

RE-SET WITH MONUMENT WELL
STAMPED:

T11N R5E
35 | 36
2017 LS 7944

N

0 50 100 200

SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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SEE SHEET 18

SEE SHEET 21

SEE SHEET 19

N87°02'25"E 100.17'

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER D.N. 2005-0162745

N87°02'25"E
36.78'
51.13'
35.64'
8.81'
97.22'

60' P.U.E./P.E.

30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

N54°51'03"W 563.91'
540.17'
548.99'(OA)

MARKET STREET
(I.O.D./R.O.W.)

N00°23'36"E 328.72'
AREA E-20(2)
N00°23'36"E 334.58'

25.00'
100.00'
512.00'(3)
1195.12'
808.12'(3)
N89°36'24"W 1320.12'(2)(3)

268.05'(3)
N00°26'07"W 1333.68'(2)(OA)

N00°25'12"W 1446.95'(OA)
421.01'

1025.94'

N54°51'03"W 525.87'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

629.32'

Δ=48°02'12" L=656.46'
CB=N30°49'58"W CD=637.41'
R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'
R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

N77°52'16"E(R)

N00°25'12"W 1340.64'(2)(3)(OA)

SEE DETAIL "20A" ON THIS SHEET

N00°25'12"W 723.87'(OA)
129.35'
594.52'

165.80'
N83°11'08"E(R)
391.92'
N89°54'32"W 422.15'(OA)
15' P.U.E.

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

32
33
34
35
36
37
38
39
11 DD MAPS 26
12 DD MAPS 26
13 DD MAPS 26
14 DD MAPS 26
9 DD MAPS 26

37
8.74 A.C.±

38
12.06 A.C.±

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)
R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)
N77°52'16"E(R)
N89°54'32"W 422.15'(OA)
30.23'
N83°11'08"E(R)
165.80'
N00°25'12"W 1340.64'(2)(3)(OA)
545.52'

DETAIL "20A"
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

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BRANSTON DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

SEE SHEET 22

SEE SHEET 23

SEE SHEET 18

SEE SHEET 20

SEE SHEET 20

SEE DETAIL "21A" ON THIS SHEET

R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'

N07°48'59"W 95.49'

R=1050' Δ=22°11'19" L=406.63'
CB=N86°43'20"W CD=404.09'

R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

N85°01'14"E 103.90'

103.90'

N70°34'20"E 100.00'

100.00'

R=481' Δ=33°21'12" L=280.00'
CB=N68°20'38"E CD=276.07'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'

R=769' Δ=14°26'53" L=193.92'
CB=N77°47'47"E CD=193.40'

R=1031' Δ=33°47'59" L=608.21'
CB=N87°28'20"E CD=599.42'

R=1050' Δ=33°47'59" L=619.41'
CB=N87°28'20"E CD=610.47'(OA)

15' P.U.E.

DRAINAGE EASEMENT
PER DOC. No. 2006-0122389
SEE SHEET 23

N75°37'40"W 256.37'

256.37'

N86°25'23"W 152.38'

152.38'

R=750' Δ=10°47'43" L=141.31'
CB=N81°01'32"W CD=141.10'

R=769' Δ=10°47'43" L=144.89'
CB=N81°01'32"W CD=144.67'

R=481' Δ=16°35'06" L=139.23'
CB=N78°07'50"W CD=138.74'

R=500' Δ=15°46'08" L=137.61'
CB=N78°32'19"W CD=137.17'

N87°02'25"E 2169.57'(OA)
2143.66'

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E

250' TOWER EASEMENT
PER D.N. 612 O.R. 534

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 100.17'

AREA E-20(2)

N00°23'36"E 328.72'

N00°23'36"E 334.58'

25.00'

100.00'

1195.12'(OA)

512.00'(3)

N89°36'24"W 1320.12'(2)(3)(OA)

N00°26'07"W 1333.68'(2)(3)

168.15'

125.12'

410.40'(3)

250.24'

135.03'

268.05'(3)

N51°40'02"E 996.74'(OA)

493.57'

311.08'

182.49'

25.91'

R=31' Δ=91°57'33" L=49.75'
CB=N05°41'16"E CD=44.58'

23' P.U.E.

R=1174' Δ=10°45'09" L=220.32'
CB=N45°40'05"W CD=220.00'

R=1200' Δ=17°02'23" L=356.88'
CB=N46°19'52"W CD=355.57'

S38°57'20"W(R)

N48°48'10"W 110.00'

35.64'

97.22'

532.46'(OA)
496.82'

N54°51'03"W 563.91'

60' P.U.E./P.E.

41 42 43 40 39 38 32 33 37

40
13.17 A.C.±

39
20.89 A.C.±

DETAIL "21A"
N.T.S.

43 40

N18°35'35"E(R)

446.70'

425.93'(3)

21.11'

20.14'

N19°20'44"E(R)

20.24'

N20°09'42"E(R)

16.06'

152.09'(3)

N00°26'07"W 1333.68'(2)(3)(OA)

R=500' Δ=06°18'11" L=55.00'
CB=N67°30'10"W CD=54.98'(3)(TIE)

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26|25 35|36 1967 R C E 13444

RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26|25 35|36 2017 RP L S 7944

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 79

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 80

N89°18'15"W 5279.53'(2)(3)(OA)
N89°18'15"W 2639.76(BNDY)
1471.28'

N00°30'19"W 207.94'
24.01'
23.98'
N02°10'00"E 149.66'
57.94'

30' P.U.E./P.E.

MARKET STREET (I.O.D./R.O.W.)

Δ=12°41'42" L=262.12'
CB=N06°51'10"W CD=261.58'

R=1183' Δ=18°41'15" L=385.84'(OA)
CB=N09°50'56"W CD=384.14'

N90°00'00"E 41.70'
N75°34'56"W 129.46'
N59°52'08"W 149.51'
N76°33'23"E 136.57'
N69°56'26"E 154.17'(OA)
123.95'
30.22'

S76°47'59"W(R)
Δ=05°59'32" L=123.72'
CB=N16°11'47"W CD=123.67'
Δ=37°18'21" L=781.33'
CB=N19°09'29"W CD=767.60'
S70°48'26"W(R)
N26°32'48"W 110.00'
S65°28'31"W(R)
21' P.U.E.
R=1174' Δ=10°45'09" L=220.32'
CB=N29°54'04"W CD=220.00'

R=31' Δ=93°03'20" L=50.35'
CB=N81°48'18"W CD=44.99'
N87°02'25"E 186.99'

R=1200' Δ=54°20'44" L=1138.21'
CB=N27°40'41"W CD=1096.02'(OA)

R=1174' Δ=03°42'13" L=75.89'
CB=N33°25'32"W CD=75.87'

Δ=01°17'52" L=11.75'
CB=N52°18'58"E CD=11.75'

15' P.U.E.
492.61'(OA)
364.60'
936.74'(OA)
551.16'
126.01'
N51°40'02"E
125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

385.56'

Δ=32°03'20" L=290.37'
CB=N68°59'34"E CD=286.60'
R=519' Δ=33°21'12" L=302.12'(OA)
CB=N68°20'38"E CD=297.87'
N37°02'06"W(R)
98.86'(OA)
83.73'
15.13'
12.5' P.U.E.
20' P.E.
R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

R=731' Δ=14°26'53" L=184.33'
CB=N77°47'47"E CD=183.85'
R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'
R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'
R=1069' Δ=09°00'22" L=168.03'
CB=N75°04'31"E CD=167.86'

103.90'
N85°01'14"E
103.90'
100.00'
N70°34'20"E
100.00'

23.00'
62.28'
23.00'
N00°41'43"E
62.28'

BRANSTON DRIVE (I.O.D./R.O.W.)

R=1200' Δ=08°30'42" L=178.27'
CB=N03°33'38"W CD=178.11'
R=1223' Δ=08°30'42" L=181.69'
CB=N03°33'38"W CD=181.52'
12.5' P.U.E.
46.63'
N82°11'01"E(R) 4.00'
R=31' Δ=87°23'41" L=47.29'
CB=N35°52'52"E CD=42.83'
N07°48'59"W
95.49'

42
14.51 A.C.±

41
4.35 A.C.±

40
SEE SHEET 21

SEE SHEET 8

SEE SHEET 23

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

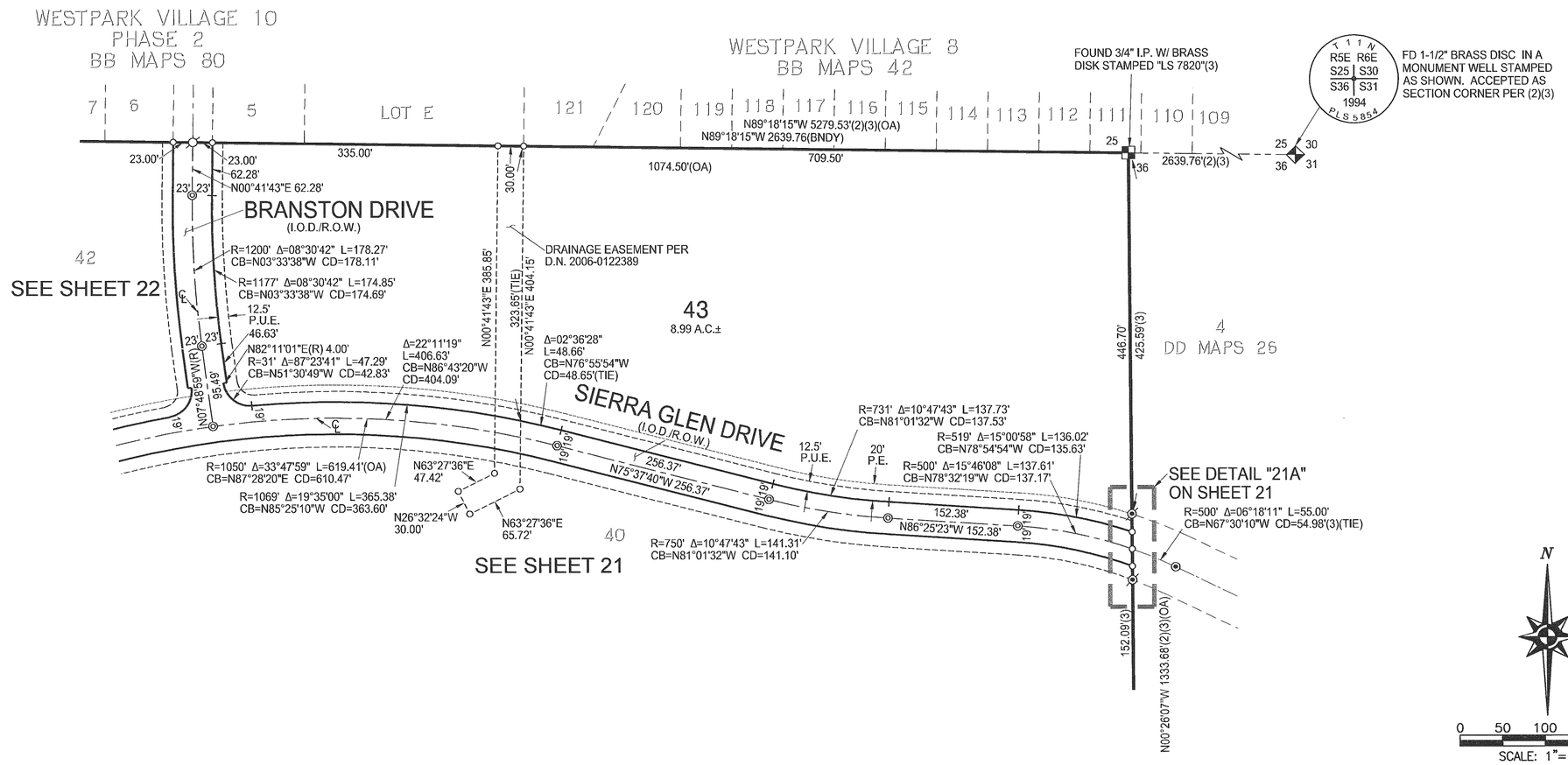
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

COUNCIL COMMUNICATION

CC #: 1173
File #: 0400-04-12-1

Title:	Market Street Along Federico Village 4 - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Market Street Along Federico Village 4, CWJ#190306, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

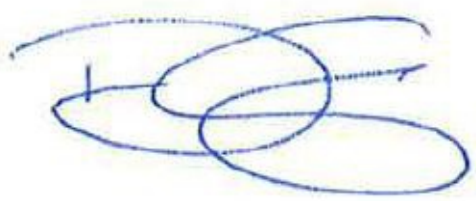
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-486

NOC

Exhibit A

Final Map

RESOLUTION NO. 20-486

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS MARKET STREET ALONG FEDERICO VILLAGE 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Market Street along Federico Village 4 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista-Federico recorded in Book EE of Maps, Page 6 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Market Street along Federico Village 4.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

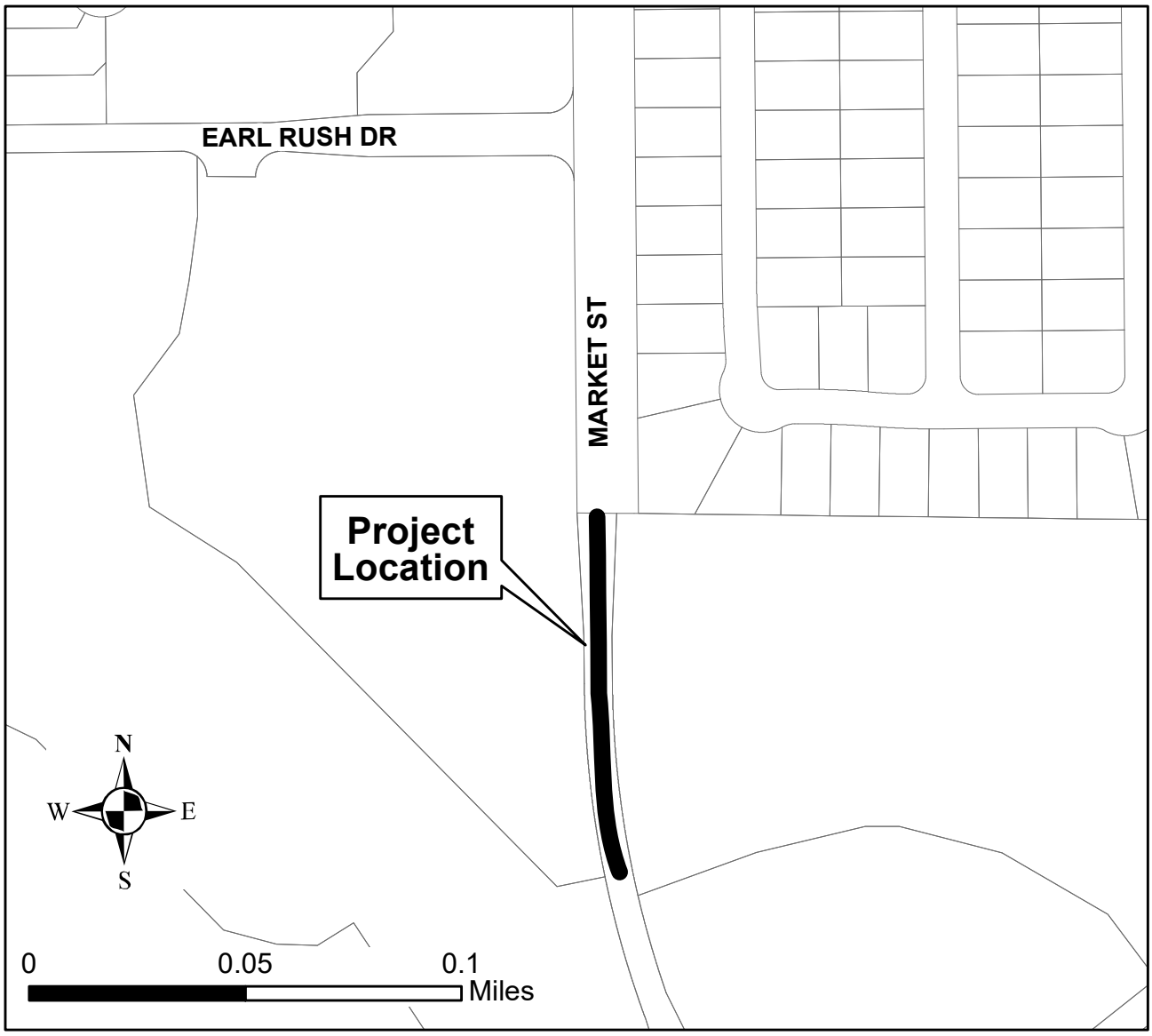
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Market Street
Along Federico Village 4



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.

(C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

(E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

(B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.

(C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

(E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

(F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.

(G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE)/SHE/THEY EXECUTED THE SAME IN (HIS)/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Pauline J Moore — Pauline J. Moore
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207

PAULINE J. MOORE
Commission # 2118207
Notary Public - California
Fresno County
My Comm. Expires Jul 31, 2019

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/19
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 01 11 18 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED ANNA J. STARKS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN. 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED GARY J. FEDERICO
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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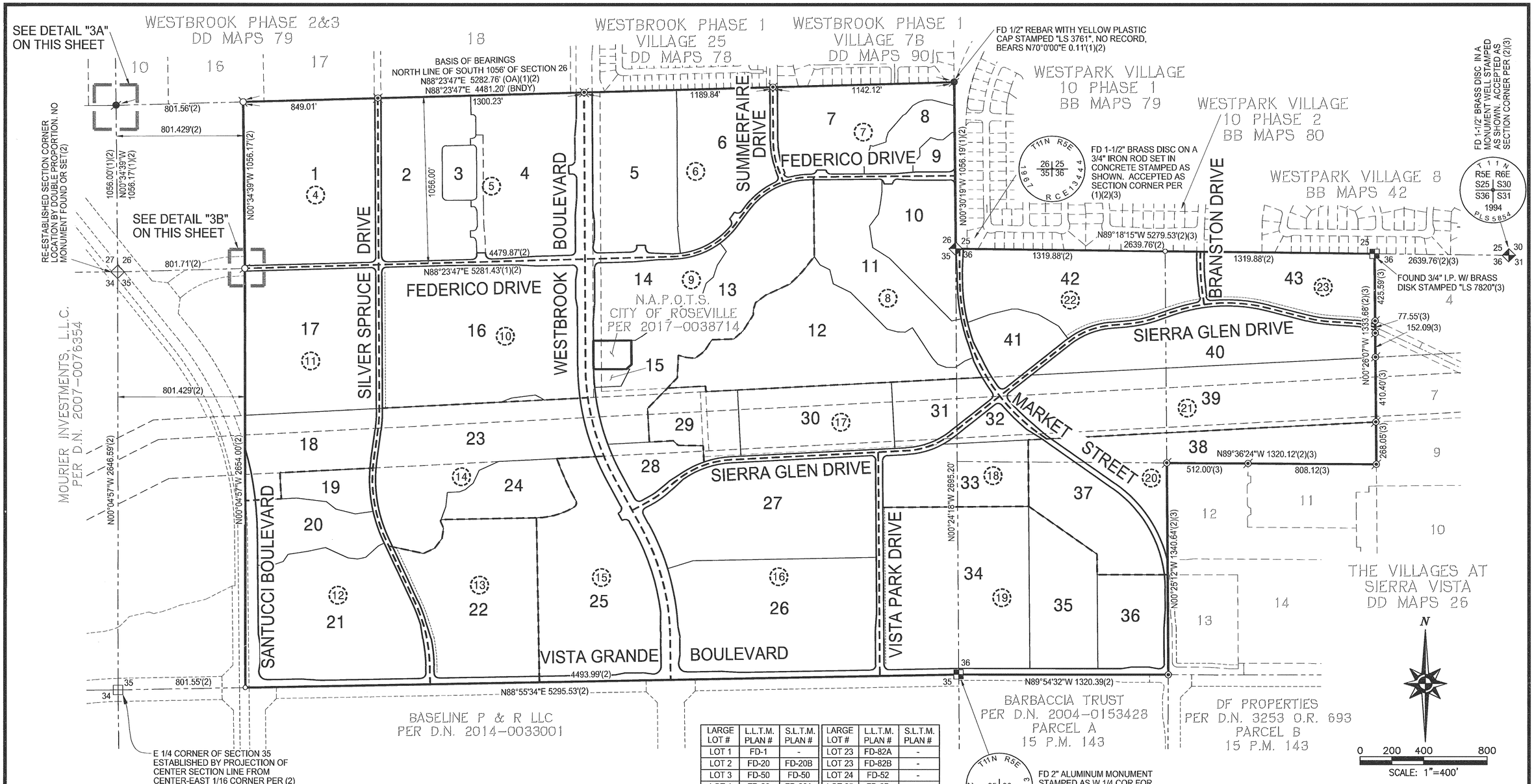

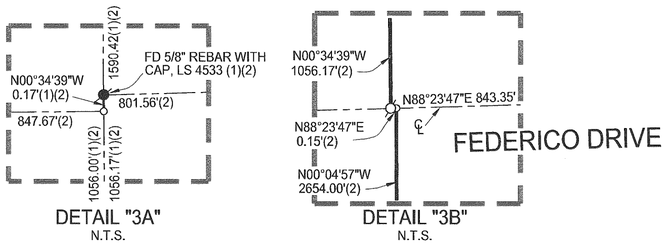

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	FD-1	-
LOT 2	FD-20	FD-20B
LOT 3	FD-50	FD-50
LOT 4	FD-20	FD-20A
LOT 5	FD-22	FD-22A
LOT 6	FD-22	FD-22B
LOT 7	FD-3	-
LOT 8	FD-83	-
LOT 9	FD-51	-
LOT 10	FD-4	-
LOT 11	FD-84B	-
LOT 12	FD-5	-
LOT 13	FD-84A	-
LOT 14	FD-60	FD-34
LOT 15	FD-62	-
LOT 16	FD-21	-
LOT 17	FD-2	-
LOT 18	FD-40	-
LOT 19	FD-63	-
LOT 20	FD-80	-
LOT 21	FD-23	-
LOT 22	FD-8A	-

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 23	FD-82A	-
LOT 23	FD-82B	-
LOT 24	FD-52	-
LOT 25	FD-8B	-
LOT 26	FD-10	-
LOT 27	FD-9	-
LOT 28	FD-64	-
LOT 29	FD-85A	-
LOT 30	FD-85B	-
LOT 31	FD-85C	-
LOT 32	FD-86	-
LOT 33	FD-53	-
LOT 34	FD-65	-
LOT 35	FD-33	-
LOT 36	FD-41	-
LOT 37	FD-32	-
LOT 38	FD-24	-
LOT 39	FD-88B	-
LOT 40	FD-88A	-
LOT 41	FD-87A	-
LOT 42	FD-6	-
LOT 43	FD-7	-

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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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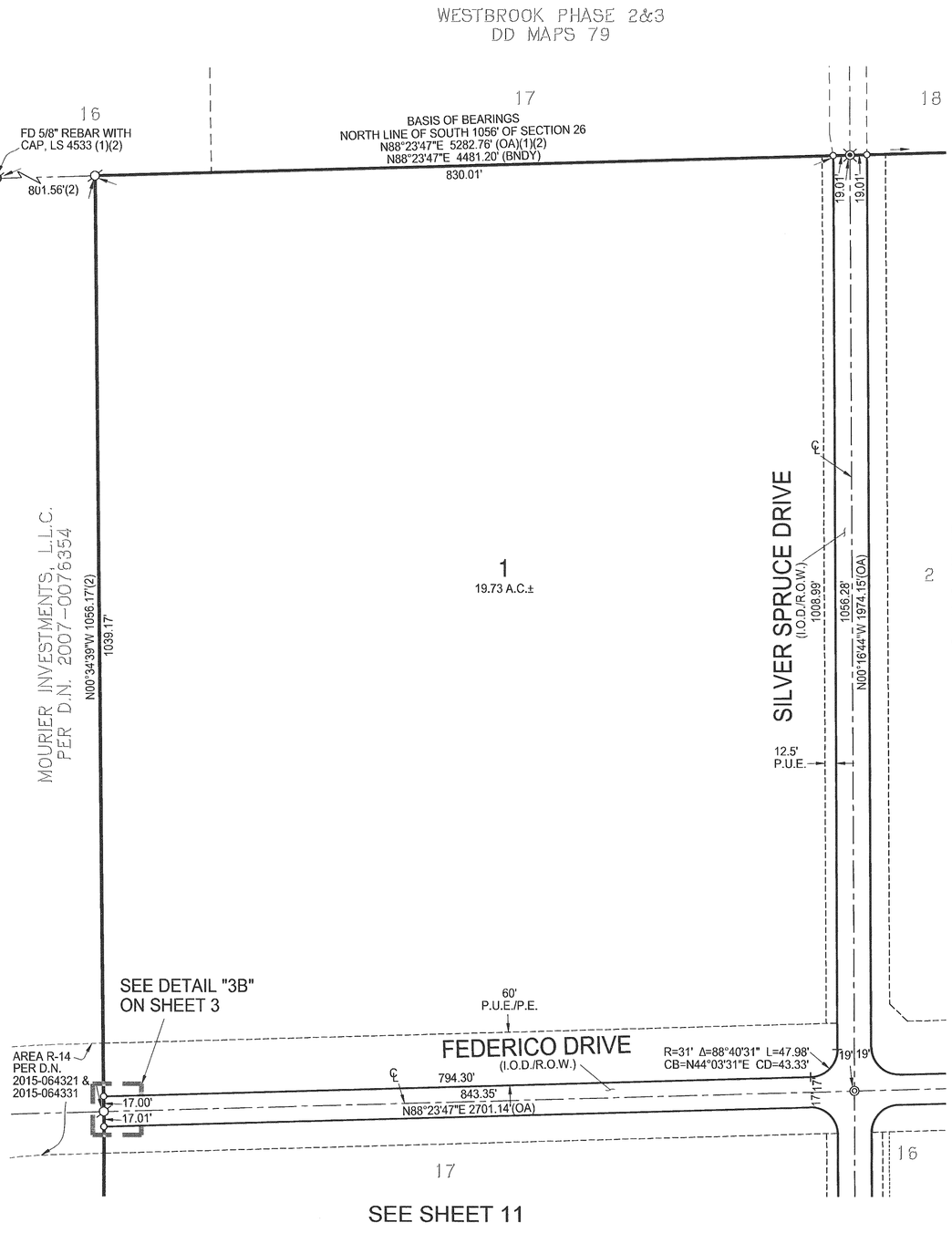

LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊕	SECTION CORNER, NO MONUMENT FOUND OR SET
◪	FOUND QUARTER SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
●	FOUND MONUMENT AS NOTED
⊙	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
⊗	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊙	FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o	DIMENSION POINT (NOTHING FOUND OR SET)
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
M.A.E.	MAINTENANCE ACCESS EASEMENT
NAPOTS	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
L.L.T.M.	LARGE LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

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LARGE LOT SUBDIVISION

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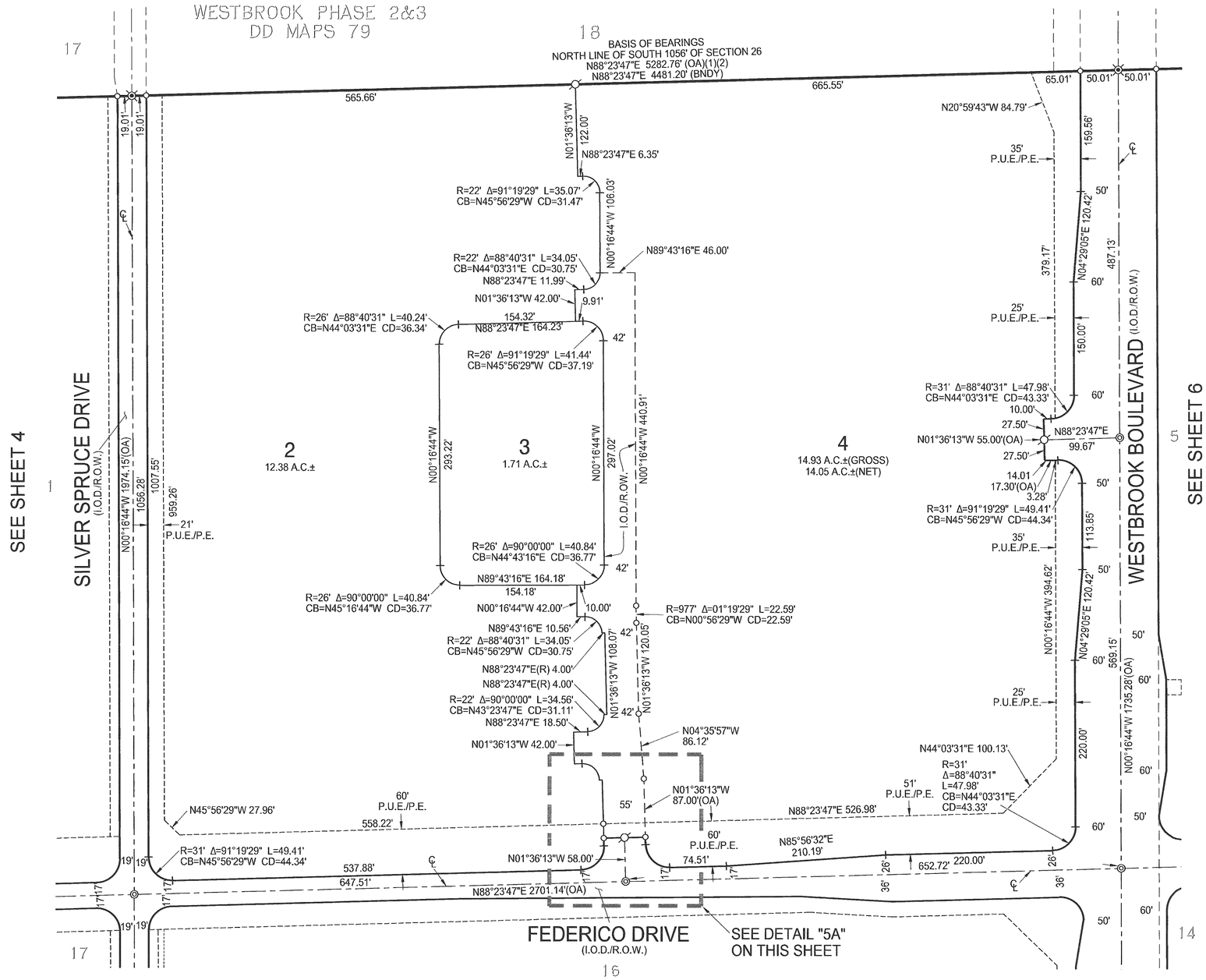
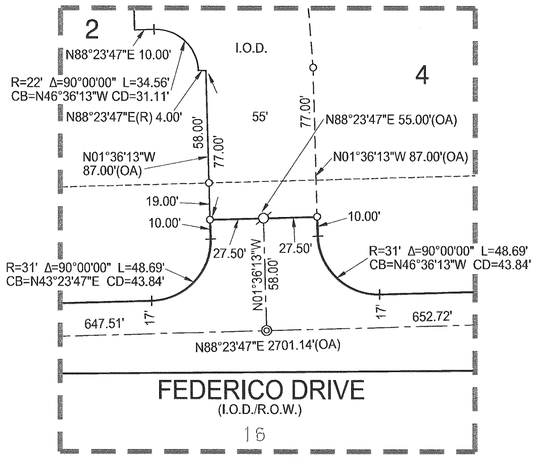
JANUARY 2018





DETAIL "5A"
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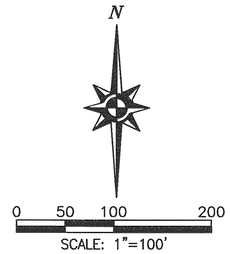

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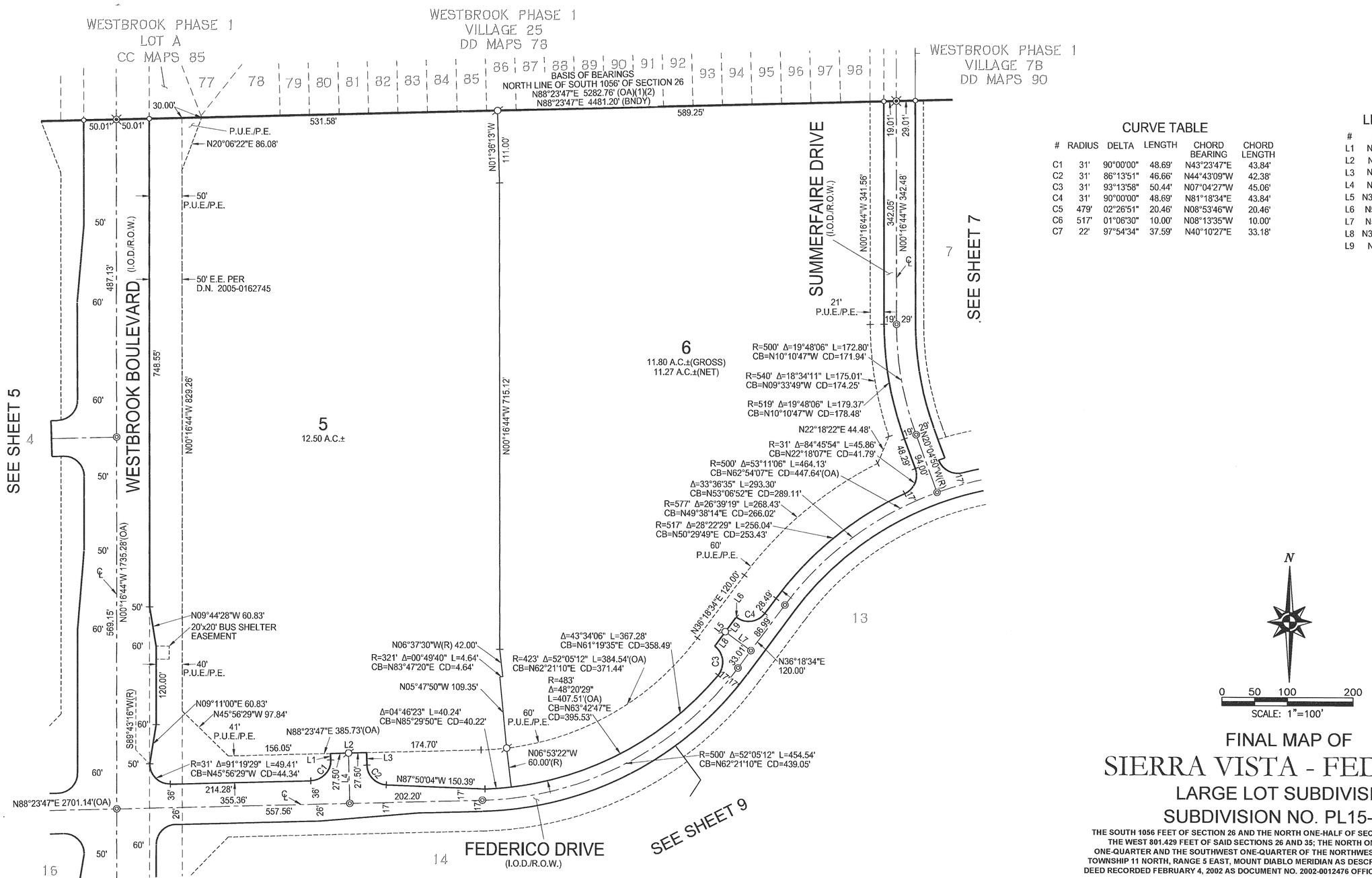

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'

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LARGE LOT SUBDIVISION
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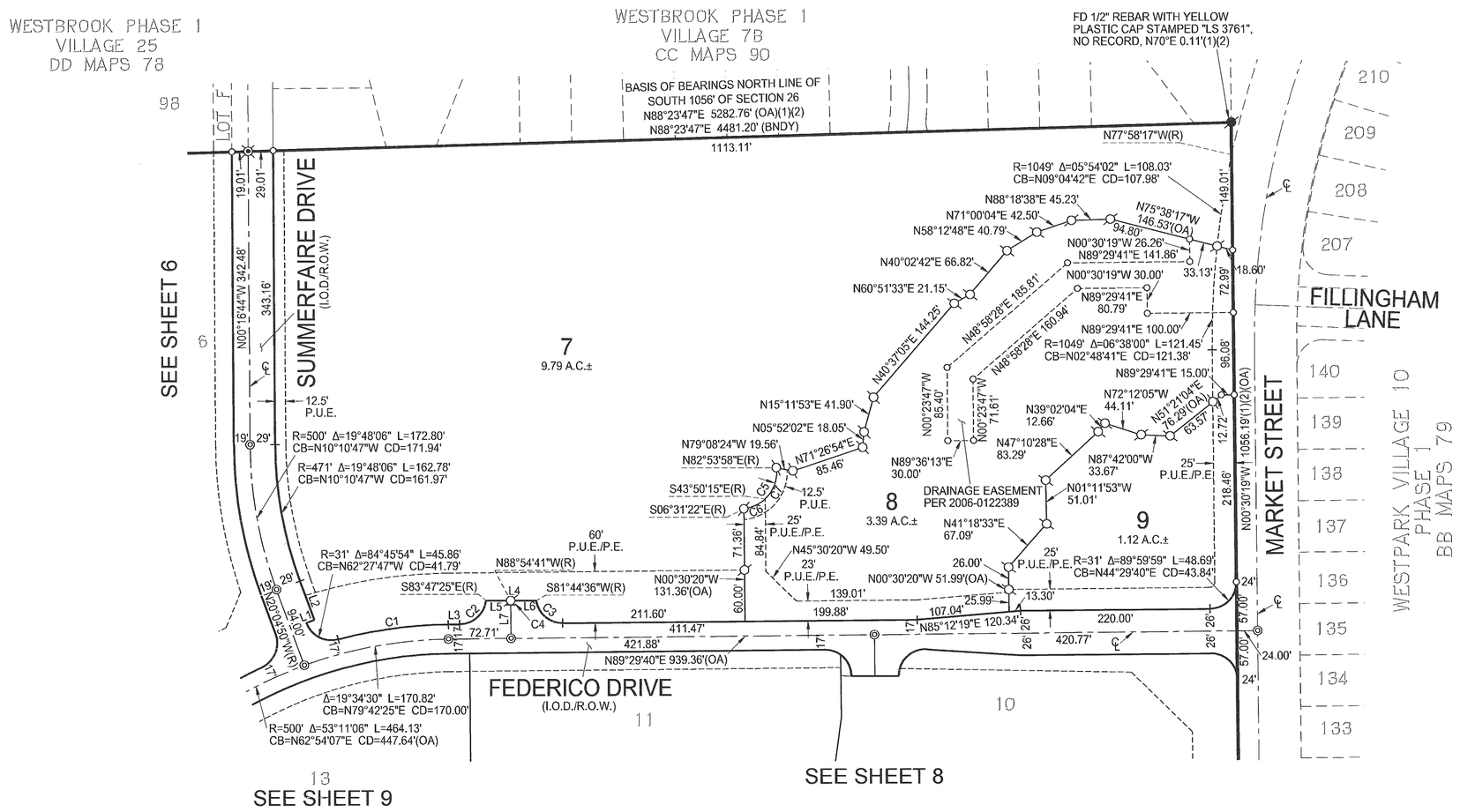

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'

N

0 50 100 200

SCALE: 1"=100'

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SIERRA VISTA - FEDERICO

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JANUARY 2018

SHEET 8 OF 23 18254.FED

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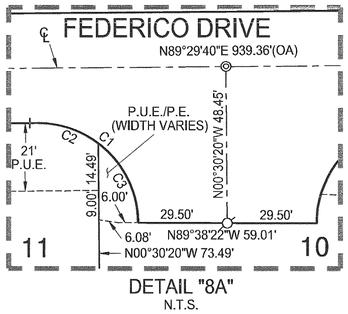
SCALE: 1"=100'



DETAIL "8A"
N.T.S.

SEE SHEET 7

SEE DETAIL "8A" ON THIS SHEET

FEDERICO DRIVE
(I.O.D./R.O.W.)

7 8 9

72.71' 421.88' 436.09' N89°29'40"E 939.36'(OA) 411.61' 420.77' 109.25' 220.00'

N86°12'59"W

N88°58'37"W 269.05'

N89°43'57"W 55.01'(OA)

N89°29'40"E(R)

N37°17'39"E(R)

S89°29'40"W(R)

24.47' 21.00' 21' P.U.E./P.E. 24.00'

N00°30'20"W 73.49'

N07°40'29"E 79.19'

N10°32'32"E 65.65'

N36°33'42"E 93.49'

N07°57'44"W 138.02'

N57°41'52"W 126.29'

N00°30'20"W 488.08' 467.08'

N35°04'49"W 63.75'

N38°29'54"E 129.05'

N63°28'49"W 67.96'

N13°10'51"W 92.70'

N64°13'33"W 123.20'

N45°28'48"E 102.71'

N65°04'39"E 164.95'

N53°33'38"E 83.61'

N16°50'56"E 46.67'

N01°52'29"E 33.45'

N32°20'52"E 115.87'

N47°36'55"E 79.73'

N88°03'55"E 139.31'

N32°24'38"E 71.33'

N42°26'21"E 31.08'

N54°17'35"E 57.31'

N85°30'27"W 55.68'

N73°48'43"W 52.11'

N02°37'38"E 143.41'

N43°39'58"E 270.37'(OA) 89.82'

N87°02'25"E 240.13'

N02°57'35"W 35.00'

35' E.E. PER D.N. 2005-0162745

35' E.E. PER D.N. 2005-0162745

29

13

SEE SHEET 9

SEE SHEET 9

10
7.70 A.C.±

11
10.92 A.C.±

12
17.51 A.C.±

30

31

SEE SHEET 17

N45°30'19"W 98.99'

R=31' Δ=90°00'01" L=48.69' CB=N45°30'21"W CD=43.84'

N00°30'19"W 1056.19'(1)(2)(OA)

N00°30'19"W 463.16'

405.66'

554.09'

53' P.U.E./P.E.

WESTPARK VILLAGE 10 PHASE 1 BB MAPS 79

136 135 134 133 132 131 130 129 128

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26 25 35 36 1967 RCE 13444

RE-SET WITH MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26 25 35 36 2017 RP LS 7944

24.01' 23.98' N89°18'15"W 2639.76(BNDY)

N03°10'05"W 150.67' N00°30'19"W 207.94'

57.93'

60' P.U.E./P.E.

Δ=11°11'46" L=237.81' CB=N06°06'12"W CD=237.44'

N44°39'27"W 556.60'

MARKET STREET
(I.O.D./R.O.W.)

42

SEE SHEET 22

R=1217' Δ=19°36'36" L=416.53'(OA) CB=N10°18'37"W CD=414.50'

N78°17'55"E(R) 60.00'

N57°51'26"E 51.88'

N75°04'19"W 66.62'

N88°11'43"W 50.25'

N33°30'04"W 228.85'

Δ=08°24'49" L=178.71' CB=N15°54'30"W CD=178.55'

41

23' P.U.E./P.E.

S69°53'05"W(R)

77.67'

N17°42'11"W 105.66'(OA)

N66°14'46"E 54.27'

N40°51'50"W 53.28'

N57°05'51"E 72.52'

27.99'

N69°26'38"W 56.45'

N90°00'00"E 55.43'

S64°56'43"W(R)

51' P.U.E./P.E.

Δ=05°12'05" L=111.30' CB=N27°39'20"W CD=111.26'

515.01'

57.09'

S59°44'38"W(R)

R=1226' Δ=10°30'00" L=224.67' CB=N30°18'17"W CD=224.36'(OA)

R=1200' Δ=54°20'44" L=1138.21' CB=N27°40'41"W CD=1096.02'(OA)

N87°02'25"E 1743.05'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N45°30'20"W	43.84'
C2	31'	37°47'59"	20.45'	N71°36'21"W	20.08'
C3	31'	52°12'01"	28.24'	N26°36'21"W	27.28'
C4	31'	77°34'05"	41.97'	N54°59'59"E	38.84'
C5	31'	16°43'16"	9.05'	N07°51'18"E	9.01'
C6	31'	94°17'21"	51.02'	N46°38'20"E	45.45'

LINE TABLE

#	BEARING	LENGTH
L1	N00°30'20"W	48.37'
L2	N89°38'22"W	27.50
L3	N89°38'22"W	27.50

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'

SEE SHEET 10

SEE SHEET 14

SEE SHEET 15

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 17

WESTBROOK BOULEVARD (I.O.D./R.O.W.)

FEDERICO DRIVE (I.O.D./R.O.W.)

SUMMERFAIRE DRIVE (I.O.D./R.O.W.)

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

14 — 7.04 A.C.±

15 — 21,943 S.F.±

13 — 16.28 A.C.±

28 — 3.19 A.C.±

16 · 5 · 6 · 7 · 23 · 25 · 29 · 11 · 12

N88°23'47"E 2701.14'(OA) 652.72' 569.15'

N00°16'44"W 1735.26'(OA) 678.99'

N00°16'44"W 220.00'

N44°03'31"E 100.13'

R=31' Δ=88°40'31" L=47.98' CB=N44°03'31"E CD=43.33'

N89°23'47"E 388.62' 355.36' 557.56'

N83°37'57"E 108.37'

139.85'

202.20'

N00°16'44"W 403.02'

N04°29'05"E 120.42'

N00°16'44"W 284.08' 122.81'

161.27'(4)

N89°43'16"E 239.65'(4) 189.65'

N89°43'16"E 23.90'

N57°26'47"E 48.14'

N53°21'56"E 60.66'

N54°39'03"E 93.31'

N50°26'01"E 66.08'

N70°54'34"E 56.03'

N61°49'11"E 87.33'

N12°52'20"E 33.89'

N67°11'35"E 46.50'

N48°48'36"E 59.64'

N19°09'50"E 79.85'

N19°13'45"E 70.81'

N46°13'47"E 38.64'

N32°20'22"E 103.17'

N36°35'07"W(R) 65.00'

R=500' Δ=52°05'12" L=454.54' CB=N62°21'10"E CD=439.05'

Δ=34°58'53" L=315.65' CB=N70°54'20"E CD=310.77'

R=547' Δ=34°58'53" L=333.97' CB=N70°54'20"E CD=328.80'

R=517' Δ=52°05'12" L=470.00' CB=N62°21'10"E CD=453.98'(OA)

Δ=17°06'19" L=154.35' CB=N44°51'44"E CD=153.77'

Δ=33°36'35" L=293.30' CB=N53°06'52"E CD=289.11'

N20°04'50"W(R)

N36°18'34"E 120.00'

R=483' Δ=53°11'06" L=448.35' CB=N62°54'07"E CD=432.42'

R=500' Δ=53°11'06" L=464.13'(OA) CB=N62°54'07"E CD=447.64'

Δ=19°34'30" L=170.82' CB=N79°42'25"E CD=170.00'

N89°29'40"E 24.47'

N89°29'40"E 939.36'(OA)

N00°30'20"W 488.08'(OA) 467.08'

N00°16'44"W 1735.26'(OA) 740.90'

R=1500' Δ=28°18'01" L=741.01' CB=N14°25'44"W CD=733.39'(OA)

R=1450' Δ=28°18'01" L=716.20' CB=N14°25'44"W CD=708.94'(OA)

N89°43'16"W(4) 151.51'(4)

N89°43'16"W(R) 229.42'

S89°56'01"W(R)

R=1450' Δ=00°47'14" L=19.93' CB=N0°40'21"W CD=19.93'(OA)

S00°16'44"E 151.66'(4)

N47°00'48"E 43.55'(4)

21.91'

N87°02'25"E 117.05'

S84°23'39"W(R)

N27°31'53"E 120.83'

N87°02'25"E 167.10'

416.17'

417.30'

N87°02'25"E 694.48'

S69°47'40"W(R)

52.44'

N43°39'58"E 270.37'

180.55'

89.82'

N02°37'38"E 143.41'

N73°48'43"W 52.11'

N85°30'27"W 55.68'

N42°26'21"E 31.08'

N32°24'38"E 71.33'

N54°17'35"E 57.31'

N89°03'55"E 139.31'

N47°38'55"E 79.73'

N32°20'52"E 115.87'

N53°33'38"E 83.61'

N16°50'56"E 46.67'

N01°52'29"E 33.45'

N65°04'39"E 164.95'

N45°28'48"E 102.71'

N38°29'54"E 129.05'

263.74'

N87°02'25"E 413.74'(OA)

N02°57'35"W 211.11'

N87°02'25"E 277.18'

N87°02'25"E 240.13'

N02°57'35"W 35.00'

N02°57'35"W 375.00'

N02°57'35"W 103.45'(OA)

N19°08'03"W(R)

R=600' Δ=36°59'07" L=387.37' CB=N68°32'51"E CD=380.62'(OA)

Δ=16°10'27" L=174.74' CB=N78°57'11"E CD=174.16'

N61°25'15"E 211.00'(OA) 230.96'

352.76'(OA) 173.96'

N28°34'45"W

R=500' Δ=11°21'58" L=99.19' CB=N55°44'16"E CD=99.03'

R=474' Δ=11°21'58" L=94.03' CB=N55°44'16"E CD=93.88'

R=31' Δ=90°00'00" L=48.69' CB=N73°34'45"W CD=43.84'

Δ=09°22'25" L=211.92' CB=N24°23'32"W CD=211.73'

N45°57'19"W 42.58'

N89°23'33"W 157.64'

N33°59'00"W(R) 12.5' P.U.E./P.E. N57°02'51"E 85.00'

N50°03'17"E 82.71' 102.79'

150.00' 250' TOWER EASEMENT PER D.N. 612 O.R. 534

125' SMUD EASEMENT PER D.N. 935 O.R. 29

50' E.E. PER D.N. 2005-0162745

35' E.E. PER D.N. 2005-0162745

50' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

40' P.U.E./P.E.

21' P.U.E./P.E.

50' P.U.E./P.E.

50' P.U.E./L.S.E.(4)

21' P.U.E./P.E.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

N

0 50 100 200

SCALE: 1"=100'

JANUARY 2018

MacKAY & SOMPS
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SEE SHEET 5

SEE SHEET 11

SEE SHEET 9

SEE SHEET 14

FEDERICO DRIVE
(I.O.D./R.O.W.)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

16
24.44 A.C.±

17

18

23

14

15

28

1

2

4

843.35'

647.51'

N88°23'47"E 2701.14'(OA)

378.75'

N89°32'31"E 450.09'

N88°23'47"E 858.40'

652.72'

N86°50'24"W

220.00'

120.42'

N86°50'24"W
108.37'

N88°23'47"E 147.09'

569.15'

557.56'

R=31' Δ=88°40'31" L=47.98'
CB=N44°03'31"E CD=43.33'

30'
P.U.E./P.E.

20'
P.U.E./P.E.

N45°56'29"W 97.84'

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

N89°43'16"E(R)

N09°11'00"E 60.83'

120.00'

25'
P.U.E./P.E.

N09°44'28"W 60.83'

N00°16'44"W 551.01'

678.99'

N00°16'44"W 1735.28'(OA)

370.10'

35'
P.U.E./P.E.

12.5'
P.U.E.

20'
P.E.

N00°16'44"W 1974.15'(OA)

917.87'

871.01'(OA)

862.21'

20.02'

8.80'

728.37'

N87°02'25"E 1245.45'(OA)

N68°47'33"E 73.12'

N82°23'12"E 147.95'

N61°53'04"W 42.23'

N58°06'47"W
22.92'

225.17'

190.05'

35.12'

S82°14'14"W(R)

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E 1274.39'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'(OA)

R=919' Δ=08°18'47" L=133.34'
CB=N03°52'39"E CD=133.22'(OA)

Δ=07°29'02" L=202.46'
CB=N04°01'15"W CD=202.31'

R=1585' Δ=07°22'39" L=204.09'
CB=N03°58'04"W CD=203.95'

R=1500' Δ=28°08'01" L=740.90'
CB=N14°25'44"W CD=733.39'(OA)

R=1550' Δ=28°18'01" L=765.59'
CB=N14°29'44"W CD=757.84'(OA)

R=1550' Δ=14°12'10" L=384.23'
CB=N14°51'51"W CD=383.24'

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

AREA R-14 PER DOC. No. 2015-064321 & 2015-064331

17.00'
17.01'

843.35'
N88°23'47"E 2701.14'(OA)
792.68'

30' P.U.E./P.E.

FEDERICO DRIVE
(I.O.D./R.O.W.)

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

19' 19' 17' 17'

MOURIER INVESTMENTS, L.L.C.
PER 2007-0076354

913.09'

17
17.12 A.C.±

12.5' P.U.E.

861.68'
917.87'
N00°16'44"W 1974.15'(OA)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

SEE SHEET 10

AREA E-19 PER D.N. 2015-064331

815.71'
N87°02'25"E 828.22'(OA)

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

25' P.U.E.

12.51'
7.02'

R=881' Δ=08°18'47" L=127.82'
CB=N03°52'39"E CD=127.71'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'

AREA E-6 PER D.N. 2015-064331

207.99'

N87°02'25"E

12.5' P.U.E.

188.12'
N08°02'03"E 188.12'

AREA R-1 PER D.N. 2015-064321 & D.N. 2015-064331

N74°18'22"E(R)

250' USA EASEMENT PER D.N. 612 O.R. 534

18
7.55 A.C.±

Δ=03°34'13" L=57.27'
CB=N06°14'56"E CD=57.26'

R=900' Δ=32°59'30" L=518.23'
CB=N08°27'42"W CD=511.10'(OA)

12.60'

554.06'
N87°02'25"E 566.66'(OA)

N85°32'10"W(R)

SEE SHEET 14

C1
C2
C3

309.89'

N00°04'57"W 2654.00'(2)(OA)

40' P.U.E./P.E.

R=2061'
Δ=15°03'24"
L=541.61'
CB=N08°09'56"W
CD=540.05'(OA)

N02°57'35"W 165.00'

R=919' Δ=32°59'30" L=529.17'
CB=N08°27'42"W CD=521.89'(OA)

N82°53'18"E(R)

61'

40.07'

124.29'

N87°02'25"E 260.78'(OA)

N83°38'45"E(R)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

R=2000' Δ=06°28'29" L=226.01'
CB=N03°52'28"W CD=225.89'(OA)

SEE SHEET 12

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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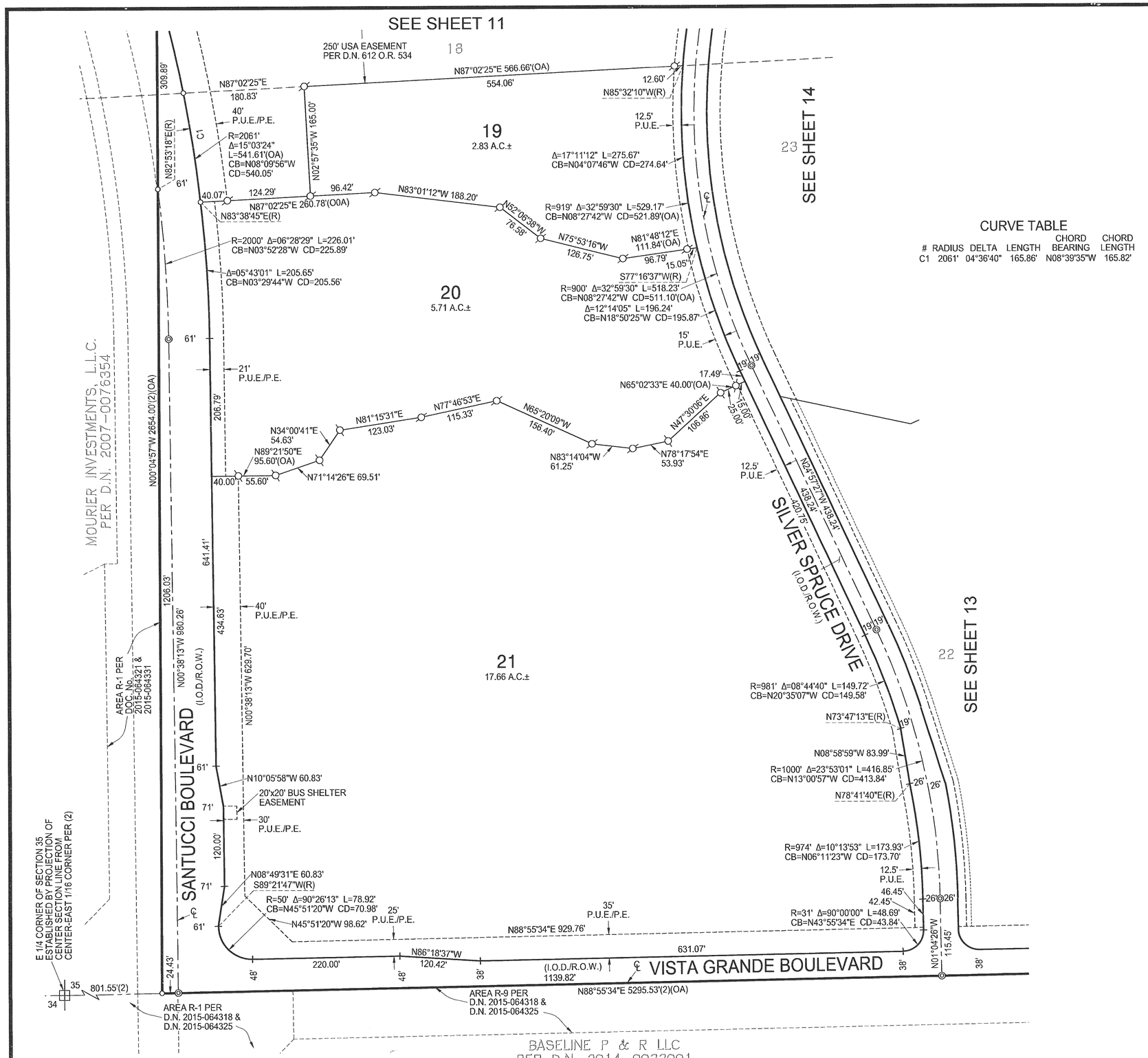
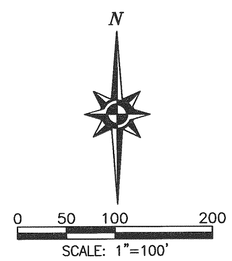
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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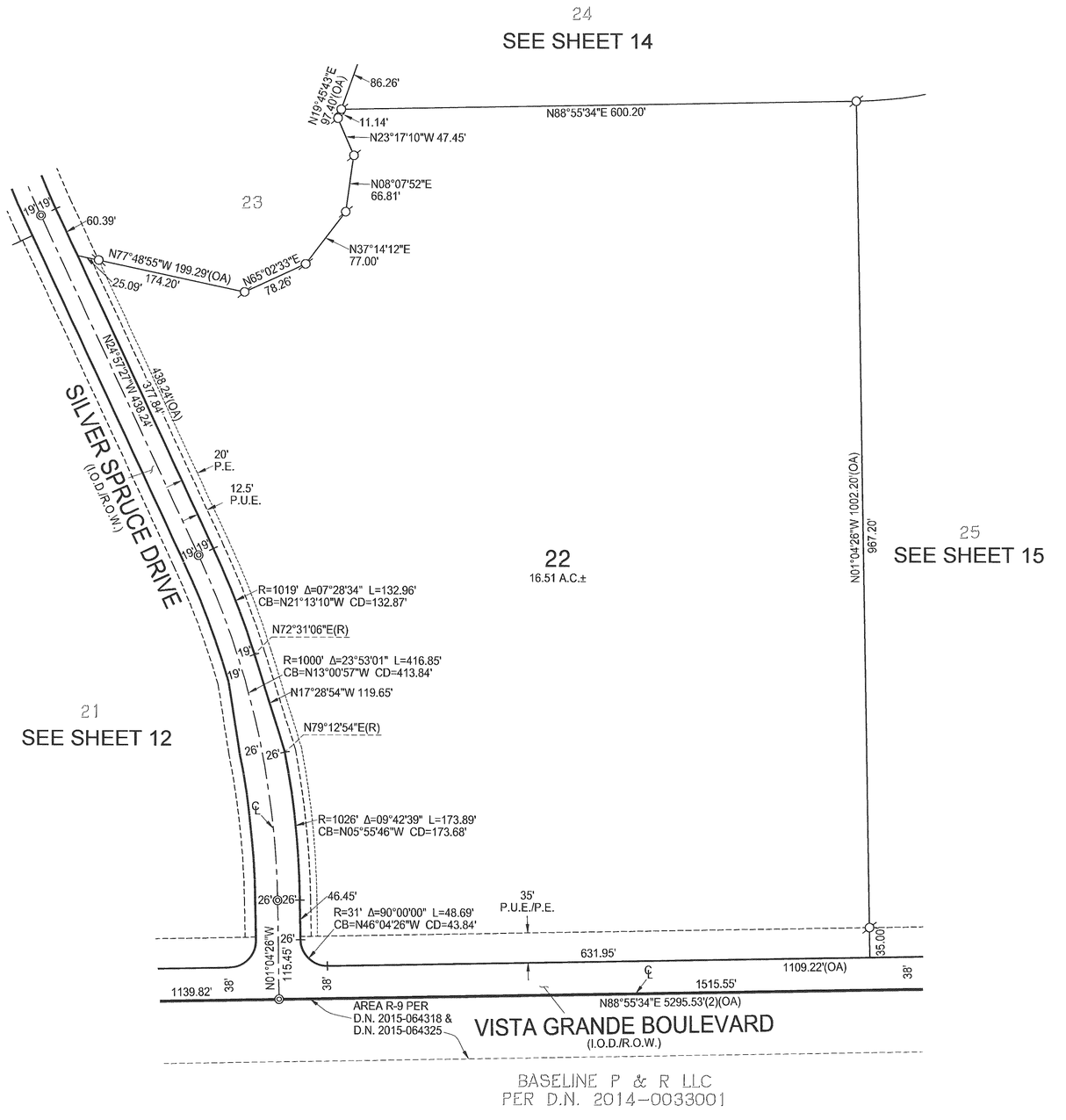

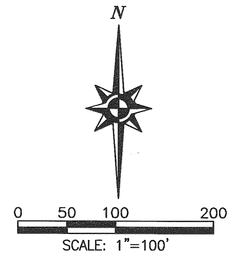

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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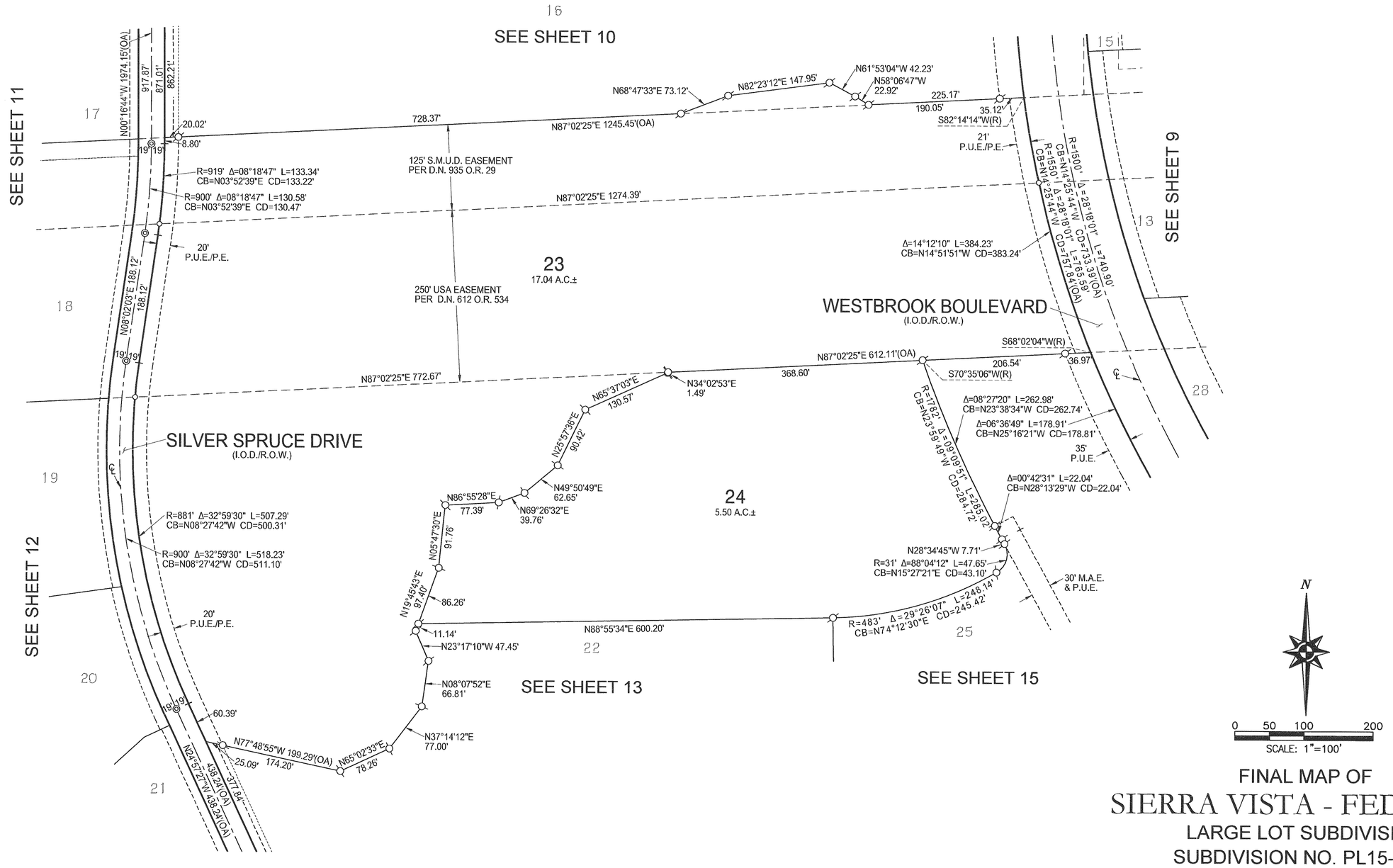
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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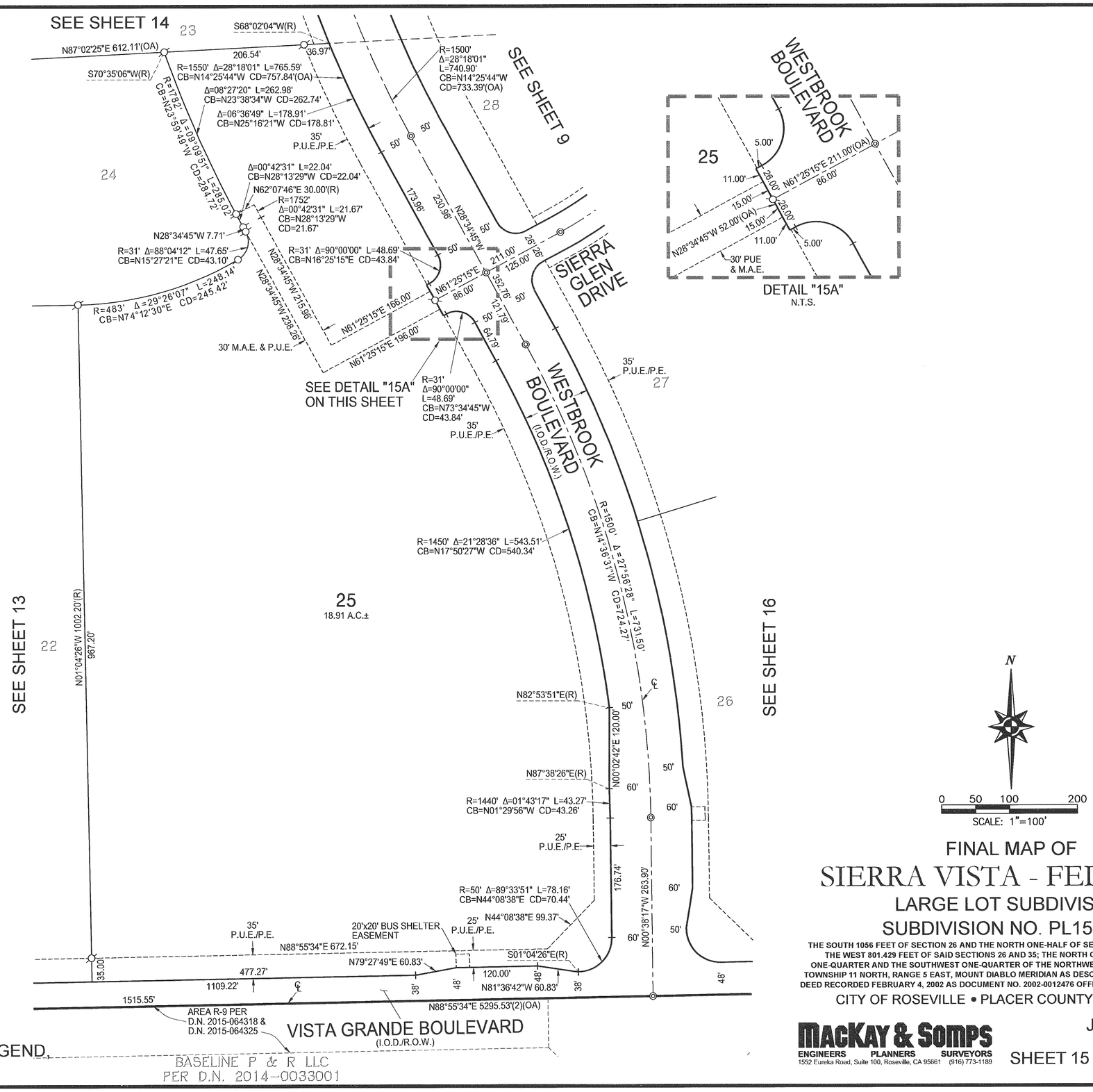

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 17

SEE SHEET 9

SEE SHEET 18

SEE SHEET 19

SEE SHEET 15

SEE SHEET 25

SEE SHEET 34

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

27
19.23 A.C.±

26
20.46 A.C.±

N87°02'25"E 1106.51'(OA)
927.46'
877.18'

R=600' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'

R=581' Δ=31°36'19" L=320.49'
CB=N71°14'15"E CD=316.44'

R=31' Δ=92°33'17" L=50.08'
CB=N46°40'57"W CD=44.81'

N34°33'54"W(R)
N47°03'37"E 85.00'
N50°03'17"E 102.79'

R=526' Δ=11°21'58" L=104.35'
CB=N55°44'16"E CD=104.17'
R=500' Δ=11°21'58" L=99.19'
CB=N55°44'16"E CD=99.03'

R=31' Δ=90°00'00" L=48.69'
CB=N16°25'15"E CD=43.84'

N28°34'45"W 250.96'
N61°25'15"E 86.00'
211.00'
125.00'
352.76'(OA)
121.79'
64.79'
44.00'

35' P.U.E./P.E.

Δ=11°28'49" L=310.57'
CB=N22°50'20"W CD=310.05'

R=1500' Δ=27°56'28" L=731.50'
CB=N14°36'31"W CD=724.27'

N72°54'04"E(R) 169.56'(OA)
134.56'
35.00'

N88°55'34"E 1154.21'(OA)
1141.71'

R=1550' Δ=25°10'22" L=680.99'(OA)
CB=N15°59'34"W CD=675.53'

Δ=13°41'33" L=370.42'
CB=N10°15'09"W CD=369.54'

R=1585' Δ=16°27'39" L=455.36'
CB=N08°52'06"W CD=453.80'

N86°35'37"E(R)
N11°42'26"W 61.14'
N88°48'58"E(R)
20'x20' BUS SHELTER EASEMENT
R=1560' Δ=00°32'45" L=14.86'
CB=N00°54'39"W CD=14.86'

N00°38'17"W 263.90'
N08°49'27"E 60.83'
105.14'
N00°38'17"W 120.26'

S89°21'43"W(R)
R=50' Δ=90°26'09" L=78.92'
CB=N45°51'22"W CD=70.98'
N45°51'22"W 98.62'

N86°18'37"W 120.42'
220.00'
1515.55'
1317.25'
820.31'
496.93'

N04°16'21"E 110.37'
613.63'
965.14'
N00°24'18"W 1415.68'
351.51'
220.00'

R=31' Δ=89°19'52" L=48.33'
CB=N44°15'38"E CD=43.58'

N88°55'34"E 5295.53'(2)(OA)

AREA R-9 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

BASELINE P & R LLC
PER D.N. 2014-0033001

12.5' P.U.E.
20' P.U.E./P.E.
12.50'

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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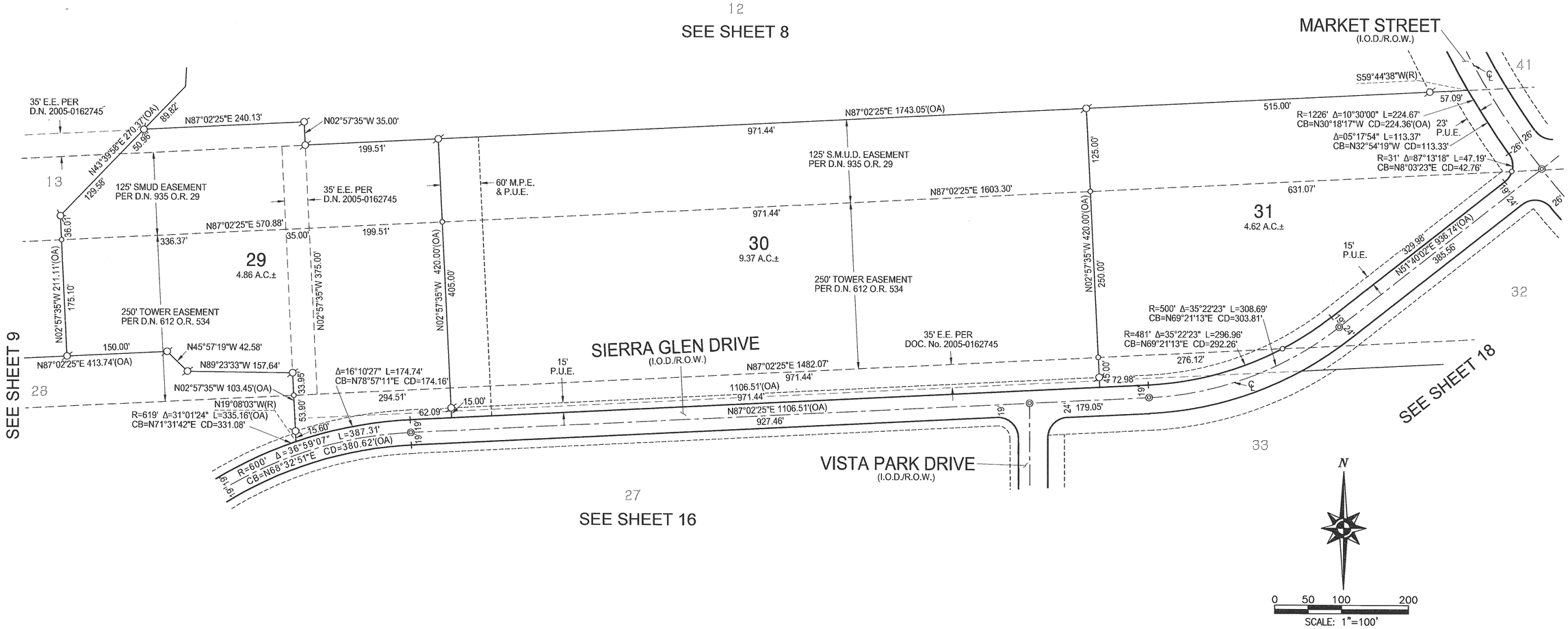

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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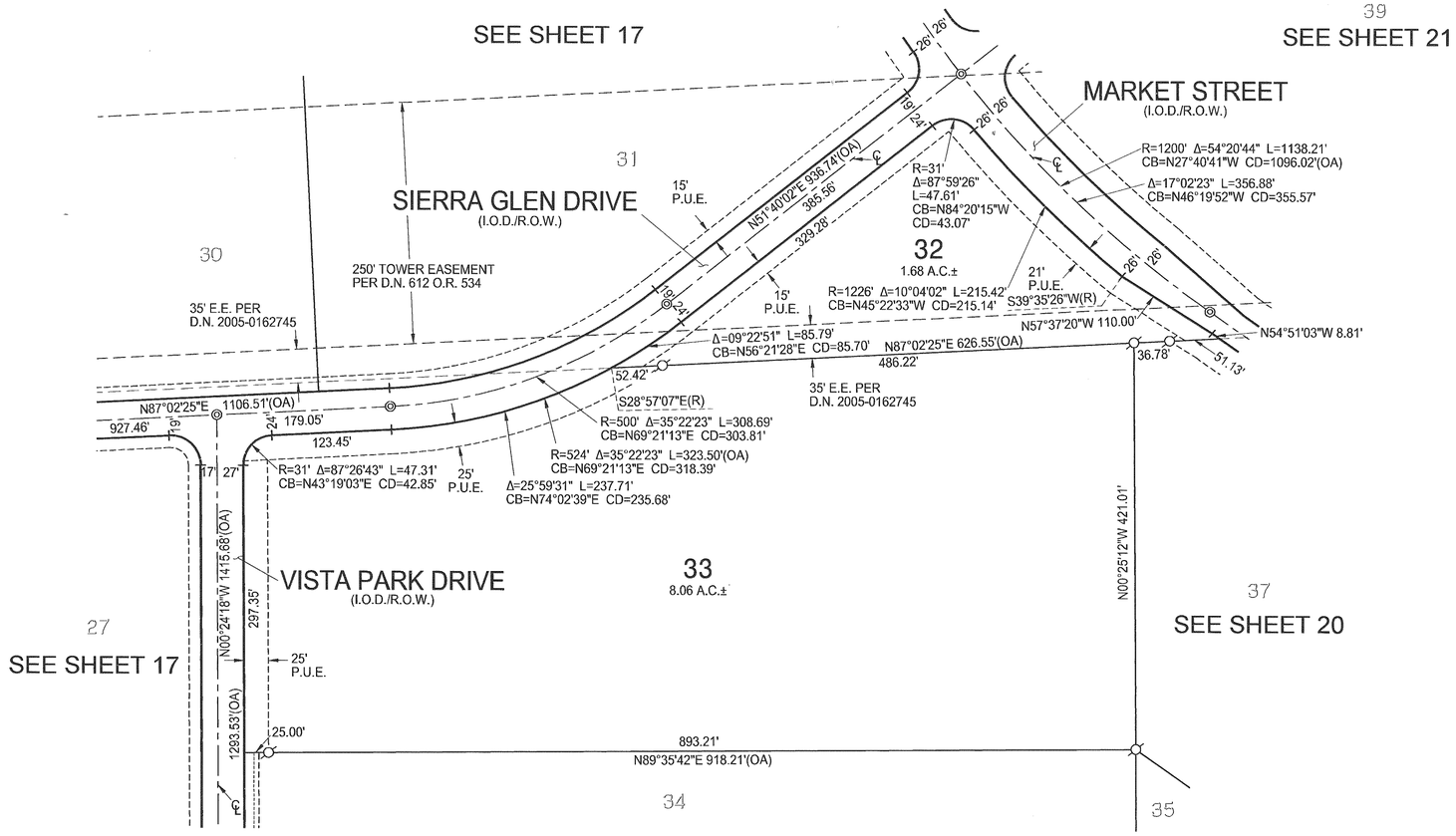

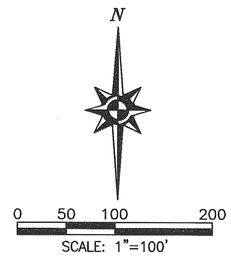

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 18

33

25.00'

893.21'

N89°35'42"E 918.21'(OA)

421.01'

N54°51'03"W 525.87'

37

SEE SHEET 20

27

17'

27'

1293.53'(OA)

12.5'
P.U.E.

10'
P.E.
SEE NOTE 4
ON SHEET 4

SEE SHEET 16

N00°24'18"W 1415.68'(OA)

996.18'

34
21.59 A.C.±

N00°25'12"W 1446.95'(OA)

975.94'

129.35'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)

N00°25'12"W 165.80'

391.92'

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

15'
P.U.E.

R=783.00' Δ=054°25'51" L=743.85'(OA)
CB=N27°38'08"W CD=716.19'

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

VISTA PARK DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

136.01'

N03°52'09"E 120.34'

1340.64'(2)(3)(OA)

13
DD MAPS 26

26

17'

35
8.59 A.C.±

N00°25'12"W 723.87'(OA)

544.52'

36
5.71 A.C.±

26'
P.U.E.

545.52'

N00°25'12"W

220.00'

27'

27'

℄

R=31' Δ=90°40'08" L=49.06'
CB=N45°44'22"W CD=44.10'

35'
P.U.E.

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

50'
P.U.E.

40'
P.U.E.

20'x20' BUS SHELTER
EASEMENT

R=31' Δ=90°30'41" L=48.97'
CB=N44°50'08"E CD=44.04'

N80°37'44"E 60.83'

S00°05'28"W(R)

146.74'

120.00'

N80°26'48"W 60.83'

50.00'

50.00'

448.66'

427.77'

1023.16'

438.51'

496.93'

1317.25'

38'

48'

N88°55'34"E 5295.53'(2)(OA)

N89°54'32"W 1320.39(2)

AREA R-10 PER
D.N. 2015-064318 &
D.N. 2015-064325

AREA R-10 PER
D.N. 2015-064323 &
D.N. 2015-064333

AREA E-10 PER
D.N. 2015-064333

AREA R-3 PER
D.N. 2015-064323 &
D.N. 2015-064333

BASELINE P & R LLC
PER D.N. 2014-0033001

BARBACCIA TRUST
PER D.N. 2004-0153428
PARCEL A
15 P.M. 143

DF PROPERTIES
PER 32 O.R. 693
PARCEL B
15 P.M. 143

FD 2" ALUMINUM MONUMENT
STAMPED AS WEST 1/4 COR FOR
SECTION 35 PER(2)

T11N R5E
35 | 36
2005 RCE 45333

RE-SET WITH MONUMENT WELL
STAMPED:

T11N R5E
35 | 36
2017 LS 7944

N

0 50 100 200

SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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JANUARY 2018

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SEE SHEET 18

SEE SHEET 21

SEE SHEET 19

N87°02'25"E 100.17'

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER D.N. 2005-0162745

N87°02'25"E
36.78'
51.13'
35.64'
8.81'
97.22'

60' P.U.E./P.E.

30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4

N54°51'03"W 563.91'
540.17'
548.99'(OA)

MARKET STREET
(I.O.D./R.O.W.)

N00°23'36"E 328.72'
AREA E-20(2)
N00°23'36"E 334.58'

25.00'
100.00'
512.00'(3)
1195.12'
808.12'(3)
N89°36'24"W 1320.12'(2)(3)

268.05'(3)
N00°26'07"W 1333.68'(2)(OA)

N00°25'12"W 1446.95'(OA)
421.01'

1025.94'

N54°51'03"W 525.87'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

629.32'

Δ=48°02'12" L=656.46'
CB=N30°49'58"W CD=637.41'
R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'
R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

N77°52'16"E(R)

N00°25'12"W 1340.64'(2)(3)(OA)

SEE DETAIL "20A" ON THIS SHEET

N00°25'12"W 723.87'(OA)
129.35'
594.52'

165.80'
N83°11'08"E(R)
391.92'
N89°54'32"W 422.15'(OA)
15' P.U.E.

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

32
33
34
35
36
37
38
39
11 DD MAPS 26
12 DD MAPS 26
13 DD MAPS 26
14 DD MAPS 26
9 DD MAPS 26

37
8.74 A.C.±

38
12.06 A.C.±

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)
R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)
N77°52'16"E(R)
N89°54'32"W 422.15'(OA)
30.23'
N83°11'08"E(R)
165.80'
N00°25'12"W 1340.64'(2)(3)(OA)
545.52'

DETAIL "20A"
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BRANSTON DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

SEE SHEET 22

SEE SHEET 23

SEE SHEET 18

SEE SHEET 20

SEE SHEET 20

SEE DETAIL "21A" ON THIS SHEET

R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'

N07°48'59"W 95.49'

R=1050' Δ=22°11'19" L=406.63'
CB=N86°43'20"W CD=404.09'

R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

N85°01'14"E 103.90'

103.90'

N70°34'20"E 100.00'

100.00'

R=481' Δ=33°21'12" L=280.00'
CB=N68°20'38"E CD=276.07'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'

R=769' Δ=14°26'53" L=193.92'
CB=N77°47'47"E CD=193.40'

R=1031' Δ=33°47'59" L=608.21'
CB=N87°28'20"E CD=599.42'

R=1050' Δ=33°47'59" L=619.41'
CB=N87°28'20"E CD=610.47'(OA)

15' P.U.E.

DRAINAGE EASEMENT
PER DOC. No. 2006-0122389
SEE SHEET 23

N75°37'40"W 256.37'

256.37'

N86°25'23"W 152.38'

152.38'

R=750' Δ=10°47'43" L=141.31'
CB=N81°01'32"W CD=141.10'

R=769' Δ=10°47'43" L=144.89'
CB=N81°01'32"W CD=144.67'

R=481' Δ=16°35'06" L=139.23'
CB=N78°07'50"W CD=138.74'

R=500' Δ=15°46'08" L=137.61'
CB=N78°32'19"W CD=137.17'

N87°02'25"E 2169.57'(OA)
2143.66'

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E

250' TOWER EASEMENT
PER D.N. 612 O.R. 534

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 100.17'

AREA E-20(2)

N00°23'36"E 328.72'

N00°23'36"E 334.58'

25.00'

100.00'

1195.12'(OA)

512.00'(3)

N89°36'24"W 1320.12'(2)(3)(OA)

N00°26'07"W 1333.68'(2)(3)

168.15'

125.12'

410.40'(3)

250.24'

135.03'

268.05'(3)

N51°40'02"E 996.74'(OA)

493.57'

311.08'

182.49'

25.91'

R=31' Δ=91°57'33" L=49.75'
CB=N05°41'16"E CD=44.58'

23' P.U.E.

R=1174' Δ=10°45'09" L=220.32'
CB=N45°40'05"W CD=220.00'

R=1200' Δ=17°02'23" L=356.88'
CB=N46°19'52"W CD=355.57'

S38°57'20"W(R)

N48°48'10"W 110.00'

35.64'

97.22'

532.46'(OA)
496.82'

N54°51'03"W 563.91'

60' P.U.E./P.E.

41 42 43 40 39 38 32 33 37

40
13.17 A.C.±

39
20.89 A.C.±

DETAIL "21A"
N.T.S.

43 40

N18°35'35"E(R)

446.70'

425.93'(3)

21.11'

20.14'

N19°20'44"E(R)

20.24'

N20°09'42"E(R)

16.06'

152.09'(3)

N00°26'07"W 1333.68'(2)(3)(OA)

R=500' Δ=06°18'11" L=55.00'
CB=N67°30'10"W CD=54.98'(3)(TIE)

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26|25 35|36 1967 R C E 13444

RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26|25 35|36 2017 RP L S 7944

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 79

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 80

N89°18'15"W 5279.53'(2)(3)(OA)
N89°18'15"W 2639.76(BNDY)
1471.28'

N00°30'19"W 207.94'
24.01'
23.98'
N02°10'00"E 149.66'
57.94'

30' P.U.E./P.E.

MARKET STREET (I.O.D./R.O.W.)

Δ=12°41'42" L=262.12'
CB=N06°51'10"W CD=261.58'

R=1183' Δ=18°41'15" L=385.84'(OA)
CB=N09°50'56"W CD=384.14'

N90°00'00"E 41.70'
N75°34'56"W 129.46'
N59°52'08"W 149.51'
N76°33'23"E 136.57'
N69°56'26"E 154.17'(OA)
123.95'
30.22'

S76°47'59"W(R)
Δ=05°59'32" L=123.72'
CB=N16°11'47"W CD=123.67'
Δ=37°18'21" L=781.33'
CB=N19°09'29"W CD=767.60'
S70°48'26"W(R)
N26°32'48"W 110.00'
S65°28'31"W(R)
21' P.U.E.
R=1174' Δ=10°45'09" L=220.32'
CB=N29°54'04"W CD=220.00'

R=31' Δ=93°03'20" L=50.35'
CB=N81°48'18"W CD=44.99'
N87°02'25"E 186.99'

R=1200' Δ=54°20'44" L=1138.21'
CB=N27°40'41"W CD=1096.02'(OA)

R=1174' Δ=03°42'13" L=75.89'
CB=N33°25'32"W CD=75.87'

Δ=01°17'52" L=11.75'
CB=N52°18'58"E CD=11.75'

15' P.U.E.
492.61'(OA)
364.60'
936.74'(OA)
551.16'
126.01'
N51°40'02"E
125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

385.56'

Δ=32°03'20" L=290.37'
CB=N68°59'34"E CD=286.60'
R=519' Δ=33°21'12" L=302.12'(OA)
CB=N68°20'38"E CD=297.87'
N37°02'06"W(R)
98.86'(OA)
83.73'
15.13'
12.5' P.U.E.
20' P.E.
R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

R=731' Δ=14°26'53" L=184.33'
CB=N77°47'47"E CD=183.85'
R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'
R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'
R=1069' Δ=09°00'22" L=168.03'
CB=N75°04'31"E CD=167.86'

103.90'
N85°01'14"E
103.90'
100.00'
N70°34'20"E
100.00'

23.00'
62.28'
23.00'
N00°41'43"E
62.28'

BRANSTON DRIVE (I.O.D./R.O.W.)

R=1200' Δ=08°30'42" L=178.27'
CB=N03°33'38"W CD=178.11'
R=1223' Δ=08°30'42" L=181.69'
CB=N03°33'38"W CD=181.52'
12.5' P.U.E.
46.63'
N82°11'01"E(R) 4.00'
R=31' Δ=87°23'41" L=47.29'
CB=N35°52'52"E CD=42.83'
N07°48'59"W
95.49'

42
14.51 A.C.±

41
4.35 A.C.±

40
SEE SHEET 21

SEE SHEET 8

SEE SHEET 23

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

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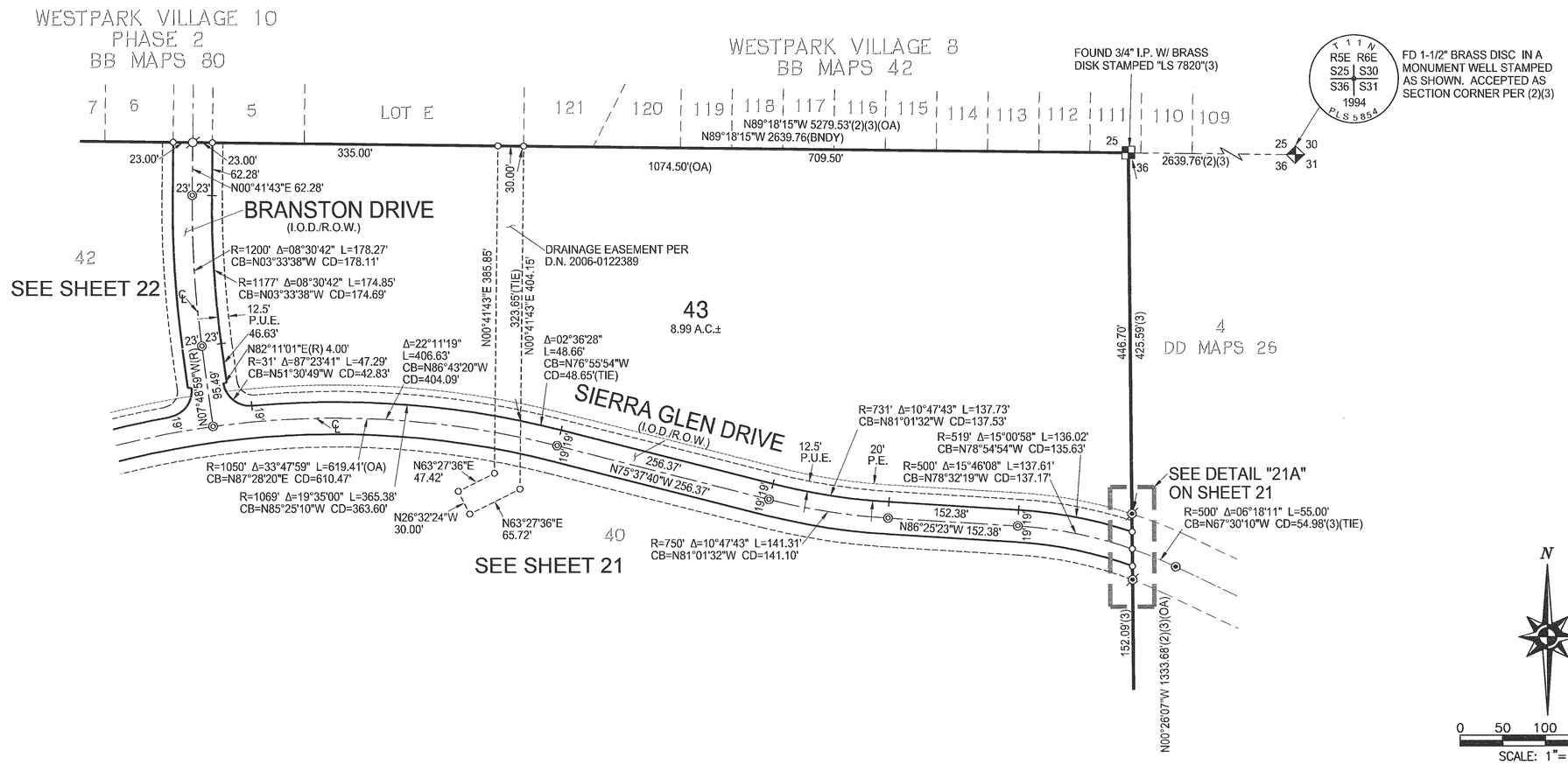

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

COUNCIL COMMUNICATION

CC #: 1171
File #: 0702

Title:	Golf Course Maintenance - Services Agreement Amendment
Contact:	Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to Golf Maintenance Services Agreement with Brightview Golf Maintenance, Inc.

BACKGROUND

On June 5, 2015, a Request for Proposals (RFP) was released for golf services, including grounds maintenance, for the Woodcreek Golf Club and Diamond Oaks Golf Course. The City and Brightview Golf Maintenance, Inc. entered into a 5 year agreement on December 16, 2015 that allows for up to three (3) additional five (5) year terms to provide golf course maintenance services at both golf courses.

Brightview Golf Maintenance, Inc. was selected based on their extensive background and experience maintaining both Woodcreek and Diamond Oaks as well as golf courses throughout California and across the US. Brightview Golf Maintenance, Inc. has been a partner of the City for over fifteen years and has a good understanding of what is expected by the City of Roseville; creating relationships between the City and our contract partners, maintaining or exceeding standards, while staying within the approved golf budgets. Brightview Golf Maintenance, Inc. continues to provide innovative approaches and techniques to maintain and improve golf course conditions and playability for residents and customers to enjoy.

FISCAL IMPACT

Golf course maintenance expense is budgeted within the golf course operations budgets within the Golf Course Fund (2599). This expense is offset by revenues generated at the golf course as part of the financial agreement with the City's golf operator, SRI Golf, Inc. The funds for this contract have been allocated through the FY2020-21 golf operating budgets and will be included in all future operations through FY2025-26. The total financial impact for the City of Roseville is $8,580,000 over the next five (5) years with a base bid of $1,462,713 annually. This bid allows for annual adjustments up to 5%. Additionally, the total contract allows for extra work to be performed

outside the base bid for capital improvements and emergency maintenance and repair work ($100,000 annually).

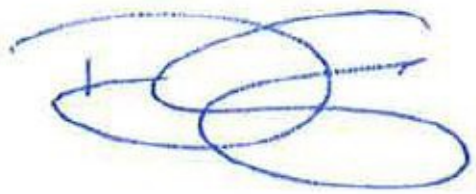
ENVIRONMENTAL REVIEW

The proposed project involves the maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-484

Brightview Golf Course Maintenance Agreement

RESOLUTION NO. 20-484

APPROVING THE THIRD AMENDMENT TO GOLF MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BRIGHTVIEW GOLF MAINTENANCE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Third Amendment to Golf Maintenance Services Agreement for golf course maintenance services, between the City of Roseville and Brightview Golf Maintenance, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said third amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO

GOLF MAINTENANCE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Brightview Golf Maintenance, Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR's predecessor previously entered into a Golf Maintenance Services Agreement dated December 16, 2015 and amended January 16, 2019 and March 18, 2020 ("Agreement") regarding Golf Course Maintenance Services ("Project"); and

WHEREAS, after execution of the Agreement and with CITY's consent, the Agreement was assigned from ValleyCrest Golf Maintenance, Inc. to CONTRACTOR; and

WHEREAS, CITY desires to amend the Agreement to extend the term for an additional five (5) years and to include updated Exhibits.

WHEREAS, CONTRACTOR is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"The term of this Agreement shall be extended, commencing on January 1, 2021

and expiring on December 31, 2025. CITY may elect to extend the term, at its sole discretion for up to two (2) additional five (5) year terms by giving written notice to CONTRACTOR no later than sixty (60) days before the initial or renewal term ends."

2. Section 2 of the Agreement is amended to read as follows:

"CONTRACTOR shall perform, at the direction of the CITY, the scope of services ("Work") described in the General Conditions set forth in EXHIBIT "A," in accordance with the maintenance standards set forth in EXHIBIT "B" and Resource Inventory and Facility Maintenance Responsibility List set forth in EXHIBIT "D," all of which are attached hereto and incorporated herein by this reference."

3. The first paragraph of Section 3 of the Agreement is amended to read as follows:

"Compensation for the Work for the term of this Agreement shall not exceed eight million, five hundred eighty thousand dollars ($8,580,000) subject to adjustments for changes in the Work as may be directed in writing by CITY pursuant to Section 6."

4. Exhibit "C" and Exhibit "E", attached hereto, and incorporated herein by reference, supersede the original Exhibit "C" and Exhibit "E" of the Agreement.

5. Section 30 of the Agreement is amended to read as follows:

"Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONTRACTOR
Parks, Recreation & Libraries ATTN: Rob Nakamura 316 Vernon Street, #400 Roseville, CA 95678	Brightview Golf Maintenance ATTN: Gregory Pieschala 27001 Agoura Road, Suite 350 Calabasas, CA 91301

Either party may amend its address for notice by giving notice to the other party in writing."

6. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONTRACTOR has caused this Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation & Libraries Director

BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation

BY: _____

its: Gregory A. Pieschala, President

and

BY: _____

its: _____

EXHIBIT “A”

EXHIBIT A

Revised November 2020

General Conditions

Grounds Maintenance Operations

The City is seeking an experienced and capable firm interested in managing both the Woodcreek Golf Club and Diamond Oaks Golf Courses' grounds maintenance operations. The Contractor shall manage and account for all costs of operating the grounds maintenance operations. These include staffing, maintenance, equipment, supplies, insurance, all taxes, janitorial services and supplies, and all permits licenses required by law.

Grounds maintenance at both courses includes all golf course maintenance and landscape maintenance around the clubhouse, in the parking lots and streetscapes included on the golf course property. There is also a fenced maintenance yard and building(s).

A. General Services

The Contractor shall

1. Obtain and maintain in full force and effect through the term of this Agreement any and all applicable permits and business licenses which may be required by any law, including administrative regulations and local ordinances. The Contractor must obtain the following licenses for the duration of the contract:
   a) C-27 Landscape Contractor License
   b) City of Roseville Business License
   c) California State Pest Control Business License
   d) Pest Control Advisory License
   e) Qualified Applicator License (includes Placer County Registration)
2. In compliance with SB 854, the Contractor is required to register with Department of Industrial Relations (DIR) and comply with all requirements of a public works project.
3. Comply with all applicable rules and regulations adopted by the City, and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Contractor's operations. Any penalties, fines or fees imposed on the City by any state or federal agency arising out of Contractor's negligence or intentional misconduct shall be responsibility of the Contractor.
4. Contractor shall register facility with CERS (California Environmental Reporting System) and comply with storage, labeling and disposal requirements of any hazardous materials as required.
5. Conduct its operations in a first-class businesslike, efficient, courteous, and accommodating manner.
6. Be solely responsible for providing all services, equipment, supplies and personnel for the administration, staffing, and operation of the grounds maintenance of both Golf Courses.

7. The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process. The following shall be treated as "extra work":
   a) Renovations
   b) Landscape Conversions/Enhancements
   c) Tree Mitigation Planting/Tree Removal
   d) Repair of Vandalism
   e) Capital Improvement Projects/Bridge Repairs
8. Be in full operation to provide golf course maintenance no later than a certain time period negotiated between the City and Contractor following the commencement date of the contract award. The City reserves the right to extend this time frame if necessary.
9. Work cooperatively and collaboratively with Golf Operations Contractor, Food and Beverage Operations Contractor and City management staff to provide a positive golf experience for all users.

8. Hours of Operation

1. The Contractor shall perform the required maintenance services between the hours of 5:30 a.m. and 6:00 p.m., Sunday through Saturday. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City. The Contractor shall coordinate with the Golf Operations staff as needed to facilitate maintenance needs and tee times.
2. During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to the golf course. Please refer to the "Inclement Weather Policy".

C. Personnel Requirements

The Contract is intended to be a "partnership" between the City, the City's Golf Operations and Food and Beverage Operations Contractors and the Contractor. The Contractor and its employees represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed.

1. City will rely upon information provided by proposer when awarding contract for these services. City acknowledges Contractors may change ownership from time to time. However, when owners are principals to services provided, written approval of the City must be obtained.
2. This is a prevailing wage project. Contractor shall comply with all applicable prevailing wage laws during the course of the Contract.
3. Salaries shall be within or above the 75th percentile of GCSAA survey of Sacramento area courses.

4. Grounds Maintenance Operations at each course shall be supervised by a full-time Class A Superintendent to conduct day-to-day operations at minimum.
5. All Contractor assigned Superintendents must be qualified, trained, and capable of providing adequate supervision and direction of all Contractor's employees, provide agronomic direction, and must demonstrate verbal and written communication skills sufficient for the work required herein. Typical qualifications for this position would be 3 - 5 years of experience as a Golf Course Superintendent and an Associates Degree in Horticulture, Agronomy, or a related field **or** 3-5 years experience as an Assistant Golf Course Superintendent with a Bachelors Degree in Horticulture, Agronomy, or a related field.
6. Contract supervision shall be immediately available at all times Contractor employees are working on sites, must be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.
7. Contractor shall provide sufficient employees in order to provide outstanding service and meet public demand for prompt, courteous, and efficient service.
8. Contractor's personnel shall at all times while on duty at the Golf Course be clean and neatly groomed, courteous, efficient and attired in a suitable uniform. The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo.
9. Contractor's personnel shall perform its operations in a businesslike manner, without rudeness or discourtesy to any person, or use of profanity. Contractor shall maintain a high standard of services to the public, to the satisfaction of the City.
10. Contractor shall provide training for all employees. Training must include, but is not limited to, the following:
    a. Interfacing with customers in a friendly and positive way
    b. Resolving complaints to a customer's satisfaction
    c. Working with internal customers and partners
    d. Phone service skills
    e. Safety in the workplace
11. The Contractor shall interview all existing maintenance employees for possible retention.
12. The City shall approve any changes to the staffing structure.
13. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

D. Technology Requirement

The Contractor shall provide their own computers and all hardware, including but not limited to phones, computers, printers, and peripherals as needed to perform operations.

1. The Contractor must provide their own phone system.
2. The Contractor must provide their own internet connection and service.
3. All computers and software must be PCI compliant and have the latest antivirus software and security patches. City staff may do periodic verifications for security of computers.
4. Use of existing raceways is encouraged. Any modifications to the building for new wiring or adding new wiring locations must be approved or coordinated by City of Roseville and are at the vendor's expense.
5. City may provide a computer for exclusive use of City's irrigation software. Contractor must provide the required internet connection.
6. City will also provide Irrigation System Radios, currently FCC licensed through May 5, 2025
   a) One (1) Kenwood Nexedge NXR-710 VHF/UHF digital base repeater at Diamond Oaks
   b) Two (2) Kenwood NX-340U Nexedge radios, one (1) at Woodcreek and one (1) at Diamond Oaks
7. City will maintain fire alarm system.
8. The City recommends the Contractor obtain a security system which shall be at the Contractor's expense. The Contractor must also obtain an alarm permit.

E. Utilities

The Contractor shall contract directly and be responsible for utilities related to their business operations. Although City pays on course utilities as described on pages A19-20, Contractor shall be responsible for telephone services and internet services at a minimum.

F. Safety

1. Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under the Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

   The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

G. Water Management Program

1. All required scheduling and operation of the irrigation system reflecting weather changes and water needs will be covered under the Contract. Contractor shall make all adjustments to frequency and length of watering periods.
2. Any malfunction of controllers and/or pump station components must be reported to the City along with a proposal for correction with costs.
3. All systems shall be programmed as needed to maintain turf and plants in a healthy, vigorous condition.
4. The irrigation program is to be sufficient to keep the plant material healthy without excessive water use.
    a) Irrigation programs shall incorporate the following conditions:
        i. Meet City Water Management requirements.
        ii. Reflect actual requirements of soil and plants.
        iii. Eliminate runoff onto streets, sidewalks, and other non-target areas.
        iv. Maximize public use of City property.
5. Recycled water is used in some areas of the golf courses. Contractor's staff shall be trained in the proper techniques for working with recycled water and it is the responsibility of the Contractor to insure compliance with all safety and health precautions. Additionally, Contractor's supervisory and irrigation staff will be required to attend a one (1) time, one (1) hour, training provided by the City of Roseville free of charge. Every two (2) years a new training will be made available, by the City, for new staff members.
6. A complete irrigation system check shall be performed annually, December through February. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring.
7. All as-built irrigation plans and maps shall be regularly maintained and updated to be as accurate as possible.
8. City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to water/electricity waste or negligence by the Contractor. **If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.** If there is a difference of opinion between the City and the Contractor as to the whether or not there has been waste due to the negligence of the Contractor, the opinion of the City will prevail.
9. Labor costs for the repair and maintenance of the complete irrigation system (excluding the pump system) and irrigation controller shall be the responsibility of the Contractor.
10. The City will maintain and repair the lake fill infrastructure system and shall pay for parts damaged or worn out as a result of normal wear and tear.
    a) If any part of the system or controller is damaged due to Contractor neglect, the Contractor shall be responsible for all labor and parts required to return system to "like-new" condition.

b) Decisions regarding repair verses replacement will be made by the Contractor and the City jointly. In the event that there is a disagreement with regards to how to proceed the City's choice will prevail.

c) All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.

11. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within five (5) working days of the repair or replacement in order for the Contractor to be compensated for the repair or replacement.
12. Routine maintenance of the pump stations shall be included in the Contractor's base bid. Maintenance shall include general cleaning and monitoring of all equipment.

    a) The Contractor shall oversee annual preventative maintenance programs for the pump stations; oversight is included in the base bid. The City is responsible for costs associated with required repairs, replacement parts, and components which shall be considered "Extra Work."

H. Plant Loss

It is one of the Contractor's prime responsibilities to prevent loss of plants due to pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, irrigation issues, or poor management practices.

1. Contractor shall be continuously alert in locating and defining problems and shall exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.
2. Contractor shall replace, at the Contractor's cost, any dead, stunted, or damaged plants, including turf, that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions.

    a) Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.
3. The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. This type of situation will be treated as "extra work." Contractor shall report all such conditions to the

City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

4. The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.
5. Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City as "extra work."
6. All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.
7. At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

I. Course Maintenance

Please refer to Grounds Maintenance Standards provided in Exhibit B for specific details regarding requirements listed below.

1. Agronomic Calendar

On an annual basis the Grounds Maintenance Contractor shall provide the City with an agronomic calendar for the upcoming year. This calendar shall include timing for pre and post emergent herbicide applications, fertilizer applications, aerification schedules, soil amendment application, preventative pesticide and fungicide programs, overseeding programs, etc. Additionally, the calendar shall call out a specific product, or ratio, that will be used in various areas of the golf courses and in coordination with play. The Agronomic Calendar must be approved by the City. Discussions regarding the proposed timeline, impact on conditioning, and impact on playability shall occur with the City and with the City's Golf Operations and Food and Beverage Operations Contractor(s).

Turf Aeration

The Contractor shall perform aeration of turf as part of the base bid and as outlined in Exhibit B, "Grounds Maintenance Standards". Exact methods used are to be proposed by the Contractor, as part of this **RFP** process.

a) Contractor, on an annual basis, shall provide recommendations that reflect the needs of the plant, the golf course, and the playability. Discussions regarding the proposed methods, impact on conditioning, and impact on playability shall occur with the City and with the City's Golf Operations and Food and Beverage Operations Contractor(s). The City reserves the right to make the final decision on aerification practices based on input from all parties.

1. Fertilization

The Contractor will be responsible for performing all fertilizations of turf and landscape. The City recommends these minimum fertility requirements, for both golf courses, based on prior practice.

Greens/Collars	4 lbs N; 4 lbs K
Tees/Approaches	4 lbs N; 3 lbs K
Fairways/Surrounds	3 lbs **N;** 2 lbs K
Roughs	2 lbs N; 1 lbs K
Landscaping	5 lbs N; 4 lbs K

These are minimum requirements. The Contractor is responsible for determining the full fertility requirements of the plant and to implement fertility programs designed to be of maximum benefit to the plant and overall golf course conditioning. An annual fertility program is required to be submitted to the City as part of the Agronomic Calendar for approval.

2. Tree Pruning and Inventory

Trees shall be maintained and pruned per the tree maintenance requirements as outlined in Exhibit B.

a) The Contractor shall prune golf trees for clearance as part of the base bid. Proper overhead clearance is deemed to be eight feet (8') over all cart paths, walkways, bridges and parking lots. Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate. "Golf Trees" include any and all trees located within the boundaries of the maps on pages A15-18. Additionally, trees located within the designated "Open Space/Preserve" areas are not the responsibility of the contractor as part of the base bid, but may be considered extra work. Generally speaking "Golf Trees" will be within 20 yards of maintained turf, excluding trees in the open space preserves.

b) The City maintains a current electronic inventory of every City owned tree. If any tree work is performed ranging from pruning to removal, the City's Urban Forester must be notified prior to work, and at the conclusion of work, so that proper records can be maintained. The Contractor will be required to identify the tree on an aerial map with notes of the species, estimated size, and provide the map to the Urban Forester.

c) The Contractor shall routinely inspect trees for hazardous conditions and report any hazardous condition to the City immediately upon discovery. The City will determine the appropriate actions needed. Corrective action shall not be contained in the base bid and will be considered "extra work".

d) Emergency items, such as storm damage, do not require advanced notification. However, every effort should be made to notify the Urban Forester within twenty-four (24) hours of tree activity. The Contractor shall consider the removal of all fallen trees and dead trees as "Extra Work".

3. Open Space / Preserve Maintenance

All work in Open Space/Preserve areas must be coordinated and approved with the City of Roseville Open Space Superintendent to determine access points, methods and materials, day and time of work.

The following tasks are part of the base bid:

a) Install 30' fire breaks annually each Spring prior to June 15th, per City of Roseville Fire Department guidelines. See Fire break maps, page A15-18.

b) All outlets and inlets of drainage culverts should be cleared annually (50') from exit and entrance points, per MOU's between the City of Roseville and the California Department of Fish and Wildlife Service. (available upon request)

c) Remove all trash and debris from Open Space and Preserve areas as observed

d) Report any illegal dumping or alterations by the public to Open Space Superintendent.

4. Lake Maintenance

The Contractor shall maintain all lakes, ponds, and waterways as described in Exhibit B "Maintenance Standards" as part of their base bid with the following exceptions:

a) Parts and/or replacement lake aerifiers shall be paid for by the City at the agreed upon markup over cost.

b) The City reserves the right to purchase all materials and products and supply them to the Contractor for installation.

c) Items that can be removed by hand, from creeks, shall be part of the Contractor's base bid.

d) The Contractor shall inform the City of any item blocking the channel that must be mechanically removed. The City of Roseville Open Space Division will assume responsibility for removing such debris.

5. Bunker Sand

Current condition of bunkers is not up to standards. Contractor shall work with City to develop a plan and timeline to bring bunkers up to standards listed in Exhibit B at both courses. Separate from this plan, the Contractor shall be responsible for the replacement of bunker sand in the base bid. Type of sand will be agreed upon by City and Contractor.

6. Golf Course Marking and Access Restriction

a) The Contractor shall be responsible for the installation, maintenance, and proper management of golf course marking and access restriction.

b) The Contractor shall provide hazard markers, OB Markers, stake and rope, directional signage, closure signage, etc. as part of the base bid.

7. Golf Accessories

Golf accessories include but are not limited to: Cups, Flags, Sticks, Tee Markers, Divot Containers, Yardage Markers, Bunker Rakes, etc.

a) Installation and replacement of such items shall be included in the base bid. All accessories shall be maintained in "like new" condition. Replacement schedules and expectations can be found in the "Grounds Maintenance Standards," Exhibit B. The quality of golf accessories shall be maintained throughout the Contract. If there is a difference of opinion between the City and the Contractor as to the quality of replacement products used, the opinion of the City will prevail.

8. Golf Course Restrooms

The Contractor shall include maintenance and stocking of on-course restrooms and maintenance facility restrooms in their base bid. Restrooms located within or directly outside of pro shops and restaurants shall be the responsibility of the City's Golf Operations and Food and Beverage Operations Contractor(s).

a) The Contractor shall maintain interior areas, wall to wall and ceiling to floor, including indoor lighting, as specified and outlined in Exhibit D. Contractor shall maintain and operate premises in the same condition as exists, excepting only reasonable wear and tear arising from the use to provide the services herein.

9. Signage

The Contractor shall include basic maintenance (cleaning and inspection) to all permanent golf course signage and labor for installation of replacement signage in their base bid. All replacement signage and

materials shall be paid for by the City at the agreed upon markup over cost. The City reserves the right to purchase all materials and products and supply them to the Contractor for installation.

10. Equipment

a) The Contractor accepts the "AS IS" condition of the property and any equipment and appliances provided. The Contractor shall comply with the "Resource Inventory and Facility Maintenance Responsibility List" as outlined in Exhibit D.

b) The Contractor shall provide all furnishings, fixtures, equipment, soft goods, at its own expense to fulfill the requirements herein. All furnishings, equipment, etc., furnished by the Contractor, shall be of good quality and suitable for its purpose.

c) The Contractor shall provide equipment maintenance and repair of all existing equipment related to the operation of maintenance services. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

d) The Contractor shall provide an annual equipment inventory and replacement plan.

11. Site Amenities

Site amenities include but are not limited to: benches, clocks, tables, ball washers, on course trash receptacles, etc.

a) All site amenities shall be kept in "like new" condition at all times. Proper maintenance practices shall be implemented to reach this desired outcome.

b) All amenities shall be assessed for replacement or refurbishment on a quarterly basis. Refurbishment shall be part of the Contractor's base bid. The Contractor shall be responsible for providing all labor, as part of the base bid, for replacements. All replacements shall be paid for by the City at the agreed upon markup over cost. The City reserves the right to purchase all materials and products and supply them to the Contractor for installation. Decisions regarding refurbishment verses replacement will be jointly made by the Contractor and the City.

12. Parking Lots

a) The Contractor shall be responsible for the overall cleanliness of the Maintenance Facility parking lots.

b) The Contractor shall maintain fuel tanks and all related permits per Placer County Air Pollution Control District requirements.

c) All materials shall be properly stored and covered to prevent contamination and miscellaneous debris.

d) The Contractor shall be responsible for all landscaping associated with all golf course public parking lots. Golf Course public parking lot surfaces shall be the responsibility of the City's Golf Operations Contractor. The City is responsible for all parking lot lighting.

13. Cleanliness

a) Contractor shall, at its own expense, keep the Maintenance premises clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and Contractor shall prevent any such matter or material from being or accumulating upon said premises.

b) Contractor shall supply its own janitorial service, including window washing and emptying refuse containers and shall keep the area used and occupied by it in a neat, clean, and sanitary condition at all times. Maintenance area cleaning shall take place at least once per day or more often as needed. Contractor shall comply with maintenance standards as noted in Exhibit 8.

c) Any subcontractor used to perform maintenance or cleaning shall be licensed.

d) Disposal of refuse must be handled in one of two ways. All refuse shall be delivered by the Contractor, or its service provider, to the MRF/WPWMA facility or placed in a dumpster serviced by the City of Roseville.

e) Water shall be utilized by Contractor in the most efficient manner possible, and Contractor expressly agrees to comply with all City water conservation programs. Contractor shall keep updated on and comply with current drought stage and related restrictions.

14. Locks and Keys

a) The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

b) The Contractor shall report all lost or stolen keys or locks to the City as soon as possible after discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

c) Keys/remotes will be returned upon termination or cancellation of the contract.

d) No building lock shall be rekeyed without prior approval from the City.

J. Outcome-based Contract and Inspection Resolution Process

City will regularly inspect the Contractor's work and rate it according to the Grounds Maintenance Standards attached as Exhibit B or according to negotiated standards as a result of contract negotiations. Contractor will be paid for work rated as "meets standards." Contractor will not be paid for work rated as "below standard" until

conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet the agreed upon standards, it will be considered "below standard." Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas, as deemed by the City, if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining the golf courses as outlined in Exhibit B and the General Conditions listed herein. The cost of maintaining those areas, to the designated standard, shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect all areas of the golf course at least monthly and will discuss inspections with City. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor or the City. Inspection results shall be electronically submitted to the City.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th day of the month. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard", regardless of fault. Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in. Additionally the Contractor will provide by email weekly status reports to the City to provide ongoing and up to date information about the golf courses.

For any area (see definitions below) of the golf course that fails to meet City standards as a result of some action that is the Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the area back to compliance. Should the City discover an area that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the area back into compliance. The following penalty may result:

A. The monthly payment for the specific area(s) will be withheld by the City until the area is back in conformance with City standards.
B. If conformance is reached within thirty (30) days of notice, the City will release one hundred percent (100%) of the payment.
C. If conformance is not reached within thirty (30) days of notice, payment for that specific area will be forfeited.

If the City has to notice the Contractor a second time at the same area within twelve (12) months of the initial notice, the following penalty will occur:

A. The City will withhold the monthly payment for the area. If the conformance is reached within fifteen (15) days of notice by the City, the City will release fifty percent (50%) of the payment, keeping fifty percent (50%) as a penalty.
B. The City may assess liquidated damages of five hundred dollars ($500.00) per day for every day after the initial fifteen (15) day period until conformance is reached or the Contract is terminated.

"Area" shall be known as, and payment rate withheld shall be, by golf hole:

1. Green Complex - 4% of monthly base contract price
2. Tee Complex - 3% of monthly base contract price
3. Fairway - 2% of monthly base contract price
4. Rough - 1 % of monthly base contract price
5. Lake - 1% of monthly base contract price
6. Facilities - 1% of monthly base contract price

* Each category shall include all assets within the designated location. i.e: trees, paths, shrubs, etc.

The parties will observe the following problem resolution process:

1. Written notice of the problem.
2. Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

K. Revenue Loss Reimbursement

Course conditions are paramount to revenue generation for both golf and food/beverage operations. If course conditions are adversely affected (such as, but not limited to, limits on play or partial or full course closure) due to Grounds Maintenance Contractor negligence resulting in a related revenue loss to the course as a whole, Contractor shall be responsible for such revenue loss. City will work with all partners to quantify the amount and duration of the loss. Contractor shall compensate City for revenue loss regardless of which partner realized such loss. City will work with partners to distribute this reimbursement.

Diamond Oaks Golf Course					
Site General Location: 349 Diamond Oaks Road					
Description:	Greens	Tees	Fairways	Roughs	Sand Traps
Total Estimated Golf Course Acreage:	2.17 Acres	2.01 Acres	40.8 Acres	58.4 Acres	1.6 Acres

Golf course property located within blue lines.

Diamond Oaks Golf Course	Fire Break Map
Site General Location: 349 Diamond Oaks Road	
Total Estimated Linear Feet: 15,445	

Required fire breaks identified by red lines.

Woodcreek Golf Club					
Site General Location: 5880 Woodcreek Oaks Blvd					
Description:	Greens	Tees	Fairways	Roughs	Sand Traps
Total Estimated Golf Course Acreage:	3.2 Acres	3.925 Acres	32 Acres	78.1 Acres	2.6 Acres

Golf course property located within red lines. Property included inside of blue lines is considered Open Space/Preserve.

Woodcreek Oaks Golf Club	Fire Break Map
Site General Location: 5880 Woodcreek Oaks Blvd	
Total Estimated Linear Feet: 15,860	

Required fire breaks identified by red lines.

EXHIBIT “B”

EXHIBIT B

Revised November 2020

Maintenance Standards
Woodcreek & Diamond Oaks Golf Courses
Grounds Maintenance Operations

Greens Complex: *Includes putting surface, surrounds, collars, approaches, and greenside bunkers. Green surfaces shall be smooth and actively growing as well as weed, disease, and stress free. Quality mowing patterns shall be visible. All other turf shall be even, lush green, and be cleanly edged. Minor weed patches may be present. The entire complex shall be safe, clean, firm enough for all traffic, free of standing water, presentable, and playable. Greenside bunkers shall be raked, cleanly edged, and debris free. All amenities shall be clean and in "like new" condition. Greens maintenance programs and strategies shall be presented to and agreed upon by the City.*

Greens Maintenance

- Greens shall be maintained in a manner that results in a stimp reading range of 8.5 - 10.0 with a monthly average of 9.0
- Turf height shall be maintained at a height acceptable to industry standard and in a manner that results in an average stimp reading of 9.0
- Mowing shall occur at minimum of 5 times per week or as needed to maintain an average stimp reading of 9.0. Greens shall be prepped for play daily as conditions allow including but not limited to mowing, rolling, or removing excess moisture.
- Mowing shall occur on Saturday and Sunday as conditions allow.
- 98% turf coverage is acceptable
    - 2% weed infestation shall be acceptable (excludes Poa Annua)
    - 0% bare or scalped area shall be acceptable
- Pin locations shall be changed daily
- Cups, Flags, and Sticks shall always be clean, in good repair, and presentable with a minimum of 3 complete flag change outs per year and 2 complete cup and pin change outs per year
- All grass clippings and debris shall be removed whenever present
- Aerate a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile. Core aerate and fill minimum once annually
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Regular verti-cutting and topdressing shall occur for thatch control, playability, and overall plant health
- Test soil annually. Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours and before damage occurs

Collar and Approach Maintenance

- Turf shall be maintained at a maximum height of .675"
- Mowing will occur a minimum of 2 times per week during the growing season and as needed to maintain a uniform playing surface in the off season (November - March)
- 90% turf coverage shall be acceptable for Approaches

    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- 98% turf coverage is acceptable for Collars
    - 2% weed infestation shall be acceptable (excludes Poa Annua)
    - 0% bare or scalped area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of sprinkler heads and drainage boxes shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile. Core aerate and fill.
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours
- Tee marker locations to be changed daily to challenge golfers and to spread wear and turf stress.

Surrounds Maintenance

- Turf shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of twice weekly
- 90% turf coverage shall be acceptable
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually. Submit copies of reports to City upon completion.
- Additional testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - Dry areas should be limited to less than 10% of the total area
    - Firm enough for foot and mower traffic
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours

Tee Complex: *Tee* surfaces *shall be level and actively growing,* as *well* as, *weed free with teeing markers properly located. Quality mowing patterns shall be visible. All turf* areas *shall be even, lush green, and be cleanly edged. The entire complex shall be safe, clean, firm enough for all traffic, free of standing water, presentable, and playable. All amenities shall be clean and in "like new" condition.*

Tee Maintenance

- Turf shall be maintained at a maximum height of .675"
- Mowing will occur a minimum of 2 times per week during the growing season and as needed to maintain a uniform teeing surface in the off season (November - March)
- Turf Coverage - Par 4's and S's - Woodcreek Oaks Golf Course
    - 90% turf coverage shall be acceptable
    - Up to 5% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Turf Coverage - Par 4's and S's - Diamond Oaks Golf Course
    - 80% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Turf Coverage - Par 3's - Woodcreek Oaks Golf Course
    - 60% turf coverage shall be acceptable
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 35% bare area shall be considered acceptable
- Turf Coverage - Par 3's - Diamond Oaks Golf Course
    - 60% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 35% bare area shall be considered acceptable
- All bare areas must be covered in a sand and seed mixture
- Divots on Par 3's shall be filled with sand and seed daily
- Divots on Par 4's and S's shall be filled weekly
- Tee Markers shall be moved daily
- Warm season turf shall be over seeded annually to ensure quality surfaces at contractors expense with 10 pounds of perennial rye per 1000ft/sq
- Remove grass clippings and debris if it may impact plant health or playability
- Edging of yardage markers and/or plaques shall occur monthly or as needed to ensure crisp edges
- Tee amenities shall always be clean, in good repair, and presentable
- Aerate a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Test soil annually. Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours

Fairways: *Fairway turf shall be even, green, tightly mowed with visible quality patterns, and be cleanly edged. Minor weed patches and* stress *may be present. The fairway shall be safe, clean, firm enough*

for all traffic, free of standing water and stress, presentable, and playable. All amenities shall be clean and in "like new" condition.

Fairway Maintenance

- Turf shall be maintained at a maximum height of .875"
- Mowing will occur a minimum of 2 times per week during the growing season and as need to maintain a uniform playing surface during the off season (November - March)
- 90% turf coverage shall be acceptable
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Test soil annually Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - Wet areas should be limited to less than 10% of the total area
    - Dry areas should be limited to less than 10% of the total area
    - Total wet/dry areas combined shall not exceed 15% of the total fairway area
    - Firm enough for foot and mower traffic
    - Apply wetting agents, as needed, to assist in uniform soil moisture
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 48 hours or before damage occurs
- Divots shall be filled with seed and sand mix weekly or more frequently as needed during peak season 200 yard in to the green

Rough Maintenance

- Turf shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of once weekly
- 80% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually. Submit copies of reports to City upon completion.
- Additional testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - Wet areas should be limited to less than 10% of the total area

- Dry areas should be limited to less than 10% of the total area
- Total we/dry areas combined shall not exceed 15% of the total rough area
- Firm enough for foot and mower traffic

- Inspect routinely for insects and disease and respond to outbreaks that pose a serious threat to the overall condition of the golf course

Bunkers & Surrounds: *All bunkers shall be presentable and playable, free of debris and standing water, and cleanly edged. Rakes shall be appropriately placed and be in "like new" condition. Bunker surrounds (3' radius around bunker edges) shall be even, lush green, tightly mowed and cleanly edged around bunker faces. The entire complex shall be safe, clean, and firm enough for all traffic*

Bunker Maintenance

- 90% turf coverage shallbe acceptable for bunker surrounds
  - Up to 10% weed infestation shall be acceptable
  - Up to 5% bare area shall be acceptable
- Bunkers shall be raked a minimum of 5 times per week
- Bunkers shall be raked on Saturday and Sunday
- Remove dirt and organic debris as it is discovered
- Ensure a minimum sand depth of 2" along on faces, slopes, and edges and a minimum of 4" throughout the rest of the bunker surface
- Edging of bunkers shall occur monthly or as needed in order to ensure crisp edges
- Wear areas around the perimeter of bunkers shall be repaired within 30 days of discovery
- Bunker rakes shall be clean, in good repair, and presentable
- Bunker rakes shall be placed a maximum of 45' apart with a minimum of 2 rakes for every bunker. The Golf Superintendent and Golf Professional may jointly increase the maximum distance for specific bunkers if deemed appropriate by both parties.
- Removal of standing water inside green side bunkers shall be initiated immediately upon discovery
- Removal of standing water inside all other bunkers shall be initiated within 24 hours of discovery
- Storm damage repair shall occur within 5 days of the completion of the storm event
- Annual bunker audits shall occur to ensure proper depth of sand

Landscape Maintenance (Golf Course plantings, Clubhouse, Parking Lots, Streetscapes}

- Lawns shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of once weekly
- 95% turf coverage shall be acceptable
  - Up to 5% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 2% bare area shall be acceptable
- Edging shall occur monthly or as needed to ensure crisp edges
- Prune / Trim shrubs, groundcover, and ornamental grasses as dictated by species
- Shrubs along fences and walls shall be maintained 1' below the top of the wall or fence
- Remove organic biomass upon discovery
- Remove debris upon discovery
- Apply fertilizer to plant species only if plant health dictates
- All landscape areas shall be 98% weed free
- Aerate as needed
- Remove hazardous debris from pathways immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Repair/ replace fading, indistinct, or broken instructional/directional signage within 7 days of discovery

- Inspect regularly for insects and diseases. Respond to outbreaks within 48 hours
- All surfaces shall be maintained with the appropriate cover material. ie: bark, rock, etc.
- Dead plants shall be removed immediately upon discovery
- Removed plants shall be replaced with 30 days of removal
- Landscape bark shall be maintained to a minimum of 2" deep
- Landscape bark shall be replenished as needed to maintain minimum depth

Tree Maintenance

- All Golf Course trees shall be pruned on a 5 year pruning cycle or as directed otherwise by the City of Roseville Urban Forester.
- Tree Pruning shall occur per the City of Roseville's Tree Pruning standard and as directed by the City of Roseville Urban Forester including other tree maintenance work and Plant Health Care.
- A level II risk assessment of trees that overhang target areas such as pathways, greens, structures, bath rooms, resting areas and parking spots, maintenance roads, tees and greens shall be conducted by the contractor at least twice a year and as necessary; the level II risk assessment shall be conducted by an ISA certified Arborist with current Tree Risk Assessment Qualification, TRAQ.
- All tree work including tree removals shall be coordinated and approved by the City of Roseville Urban Forester.
- A minimum 8' overhead clearance shall be maintained over all cart paths, walkways, and bridges and parking lots; when clearance pruning is performed the tree needs to be pruned on the other side to assure the tree is balanced.
- When performing tree pruning, tree maintenance, tree planting and plant healthcare the contractor shall have an ISA certified Arborist with current certification on site.
- Water sprouts need to be removed on a regular basis up to a height of 15'.
- Tree stakes and ties shall be routinely inspected, adjusted as needed and removed after the third growing season.
- Tree basins shall be kept weed free.
- Invasive roots that impact playability or threaten infrastructure shall be removed annually; root removal or root pruning must be approved by the City's Urban Forester.
- Stumps shall be ground within one week of tree removal and performed per City of Roseville pruning standards; all roots that present a tripping hazard must be traced, ground or removed. Wood shavings need to be removed and the stump hole must be backfilled with premium screened topsoil.
- Trees must be regularly inspected for insects and diseases. Response to diseases must be performed within 48 hours and approval must be obtained by City of Roseville Urban Forester.
- Trees shall be inspected on a regularly basis for dead, hazardous limbs, and hangers; over one inch in diameter. Branch removal shall take place immediately upon discovery.
- Dead trees must be removed within 7 days of discovery and shall be approved by City of Roseville Urban Forester. The tree shall be inspected for active wildlife nests prior to removal.
- Fallen trees must be immediately removed within an area of play.
- Fallen trees must be removed within 5 days if within an area of non-play unless environmental conditions prevent such activity.
- Tree Planting must be coordinated and approved by City of Roseville Urban Forester and performed according to Parks & Recreation Construction standards and must meet the City of Roseville Tree Planting list. The Urban Forester must approve the tree species and planting locations prior to planting.
- Newly planted trees must be maintained and watered biweekly for at least three years to assure establishment. A drip system for watering the trees is highly recommended.

- All tree work must be coordinated with the Golf Course Superintendent to determine access points, day and time of work.

Restroom Maintenance - On Golf Course

- Restrooms shall be cleaned and stocked daily
- Floors will be swept and moped daily
- Walls will be spot cleaned daily
- Ceilings will be dusted weekly
- Toilets will be scrubbed and disinfected daily
- Sinks will be scrubbed and disinfected daily
- Trash will be emptied daily
- Doors and stalls will be cleaned daily
- Human waste shall be removed, and the area disinfected, immediately upon discovery
- There is to be at least one full roll of toilet paper in each dispenser at the conclusion of the cleaning service
- Paper towel machines shall have at least ½ roll remaining at the conclusion of the service
- Graffiti is to be removed immediately upon discovery and documented

Storm Cleanup

- Inspect drain covers before all forecasted rain events and immediately after rain events
- Remove debris and organic materials from drain covers upon discovery
- Maintain water inlet height at 100% of design standard
- Initiate all storm damage repairs within 2 days of the event
- Initiate repairs that restrict playability immediately

Irrigation System Maintenance and Management

- Fully inspect irrigation systems monthly
- Spot inspect irrigation system daily
- Initiate repairs to non-functioning systems upon discovery
- Ensure all control boxes are clean, in good repair, and presentable
- Ensure all valve box covers are clean, in good repair, and presentable
- Edging of sprinkler heads, valve boxes, etc. shall occur monthly or as needed to ensure crisp edges
- Pump stations shall be visited daily to ensure proper operation
- Pump stations shall be kept clean and free of debris at all times
- Pump stations to be inspected, tested, and serviced by trained professional annually prior to spring season
- Irrigation management shall conform to all City, State, and Federal guidelines for recreational water usage
- Every effort shall be made to ensure that the golf course is properly irrigated to maintain plant health and playability
- All broken or malfunctioning parts and components shall be replaced with like products
- Maintain the integrity of the entire irrigation system including the central control components and associated programs
- Maintain accurate and up to date records of system changes and operation

Litter Control

- Pick up litter and empty containers daily
- Organic litter shall be removed before impact to plant health or playability occurs
- At a minimum organic litter shall be removed bi-weekly for golf course aesthetics

Cart Path Maintenance

- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Repair/ replace fading, indistinct, or broken instructional/directional signage within 14 days of discovery
- Edging of paths shall occur monthly or as needed to ensure crisp edges
- Yardage markers shall be clean, in good repair, and presentable
- Access restriction shall be routinely used to prevent wear patterns and damage from occurring along the edges of the paths

Site Amenity Maintenance

- Inspect tee markers, trash containers, ball washers, and other site amenities daily
- Site amenities shall always be clean, in good repair, and presentable
- Initiate repairs within 24 hours of discovery

Fence and Gate Maintenance / Access Restriction

- Inspect fences, gates, and bollards at least once monthly
- Initiate safety-related repairs immediately, and initiate other repairs within 5 days of discovery
- Access restriction (stake, rope, etc) shall be utilized to properly control and/or limit traffic
- Access restriction shall be maintained on a continual basis
- Components of access restriction shall always be clean, in good repair, and presentable

Sign Maintenance

- Golf Course signage, yardage markers, safety flags, etc shall always be clean, in good repair, and presentable at all times
- Inspect and clean monument signage weekly
- Initiate repairs/ replacement of damaged or worn signs and markers within 5 days of discovery

Vandalism

- Initiate repairs immediately upon discovery for major incidents (safety or playabilty)
- Initiate repairs within 2 days for minor incidents
- Report, document, and photograph damage as necessary

Driving Range Maintenance

- Driving range tee shall be maintained at a maximum height of .675"
- Driving range tee and target green mowing shall occur a minimum of 2 times per week during the growing season and as need to maintain a uniform surface in the off season (November - March)
- Driving range turf mowing shall occur weekly
- Turf Coverage - Driving Range Tee
    - 75% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 20% bare area shall be considered acceptable
- Turf Coverage - Driving Range Turf
    - 80% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- All range tee bare areas shall be covered in a sand and seed mixture
- All divots shall be filled with sand and seed daily
- Location indicators shall be moved daily

- Teeing surface shall be over seeded annually at contractors expense with 10 pounds of perennial rye per 1000ft/sq
- Teeing surfaces shall be free of debris
- Remove grass clippings and debris if it may impact plant health or usability
- Edging of yardage markers and/or plaques shall occur monthly or as needed to ensure crisp edges
- Amenities shall always be clean, in good repair, and presentable
- Aerate the teeing surface a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile
- Aerate all other range turf annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Inspect tee area and target greens daily for insects, disease, and stress, and respond to outbreaks within 24 hours
- Specific day selection for the "pick' shall be determined by the Golf Course Superintendent and the Golf Professional on a semi-annual basis

FootGolf Course Maintenance

- Mow and maintain Footgolf Greens and Tees at agreed upon height
- Install replacement cups as needed to keep in good repai.
- Maintain turf around tee markers and FootGolf signage as needed
- Report FootGolf amenities in need of repair to Pro Shop
- *NOTE: Daily set up of flags and signage is the responsibility of the Pro Shop.*

Bridge Maintenance

- Inspect all bridges weekly
- Initiate safety-related repairs immediately, and initiate other repairs within 5 days of discovery
- Re-apply protective coating as dictated to protect construction materials used
- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery

Facility Maintenance

- Office areas shall always be clean, orderly, and presentable to the public
- Break rooms and restrooms shall always be clean, orderly, and presentable to the public
- Non functional equipment shall be placed in a designated location
- All materials shall be properly stored
- All fuel tanks shall be inspected and permitted to comply with all local, State, and Federal laws, regulations, and guidelines
- Inspect all drains monthly. Remove debris to ensure proper drainage and flow as needed
- All doors shall be properly marked for hazardous materials
- All fire extinguishers shall be in place and properly charged at all times
- All debris and garbage shall be in proper disposal containers and routinely removed
- All tools, equipment, and supplies shall be neatly stored in their designated areas
- Employee safety and labor law materials shall be posted and easily accessible to all staff
- MSDS sheets and safety stations shall be easily accessible to all staff and shall be appropriately identified
- All doors and gates shall be secured at locked at the conclusion of every working day

Equipment Maintenance

- All carts and equipment shall be clean, in good working order, and presentable whenever on the golf course
- All non operational carts and equipment shall not be within plain view of guests

- All efforts shall be made to remove non operation equipment from the golf course immediately upon discovery

Golf Course Hazard Marking

- All hazards shall be staked with the appropriate color designation as outlined by the USGA
- All stakes shall be clean, in good repair and presentable at all times
- Broken, faded, or generally poor conditioned markers shall be repaired or replaced with 10 days of discovery

Wetland/Drainage Areas

- Maintenance of all wetland and drainage areas shall conform to all City, State, and Federal guidelines, regulations, and/or laws
- Unless otherwise restricted, vegetation in wetland and drainage areas shall lowered to a height of 6" or less annually
- Water flow shall be maintained per golf course design guidelines
- Inspect monthly for compliance
- Respond to all out of compliance items within 30 days of discovery or as legally required

Hardscapes (Parking Lots, Breeze Ways, Patios, etc)

- All patio areas shall be inspected and cleaned daily
- Pressure washing of non-parking lot areas shall be pressure washed seasonally
- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Inspect weekly for compliance

Lakes,Ponds,Creeks

- Aerifiers and fountains shall be kept operational at all times
- Lakes and ponds should be a minimum of 95% algae and aquatic weed free
- Inlets and overflows shall be free of debris at all times
- Repairs to non operational equipment shall be initiated within 48 hours of discovery
- Creeks shall be free of debris that poses a flood risk to private property or damage to private or public property
- Creeks shall be assessed monthly for debris and blockages
- All water edges shall be trimmed to blend to rough and surrounds.
- All discharges into waterways shall conform to all City, State, and Federal guidelines, regulations, and/or laws

Open Space/ Preserve Maintenance

- Maintain natural appearance to open space areas
- A level II risk assessment of Open Space/Preserve trees that overhang target areas such as fences, private property, greens, structures, bath rooms, resting areas and parking spots, maintenance roads, tees and greens shall be conducted by the contractor at least once a year and as necessary; the level II risk assessment shall be conducted by an ISA certified Arborist with current Tree Risk Assessment Qualification, TRAQ
- All tree work including tree removals shall be coordinated and approved by the City of Roseville Urban Forester. (See section on Tree Maintenance)
- Dead trees must be removed within 7 days of discovery and shall be approved by City of Roseville Urban Forester. The tree shall be inspected for active wildlife nests prior to removal.
- Trees that pose a high risk to people or property shall be removed within 24 hours. Removal needs to be approved by City of Roseville Urban Forester.

- Open Space areas must be inspected twice a year for insects and diseases. Response to diseases must be performed within 48 hours and approval must be obtained by City of Roseville Open Space Superintendent
- Litter shall be removed as discovered
- Open Space signage: vandalism or damage should be reported to Open Space Superintendent
- Install fire breaks annually per City of Roseville Fire Department guidelines. See Exhibit C4, Fire break map.
- Post and maintain appropriate signage and access restriction for each individual area
- Seasonal mowing shall occur in designated areas as agreed upon
- See the City of Roseville "Open Space / Preserve Management Plan" for specific details and requirements
- Biological monitoring of vernal pools shall occur annually
- Vernal pools shall be identified and environmentally sensitive areas and has access restricted.
- Creek Maintenance shall be completed following the guidelines set forth in the City's MOU for Creek Maintenance with the California Department of Fish and Wildlife Service
- All work in Open Space/Preserve areas must be coordinated and approved with the City of Roseville Open Space Superintendent to determine access points, methods and materials, day and time of work
- Grazing is utilized by the City in preserve areas. Contractor shall work with City to coordinate grazing plan

Nursery Areas

- Nursery turf shall be maintained at a maximum height of½" for Bentgrass and Bermuda and shall be maintained at a maximum of 1.5" for all other cool season turf varieties
- All bare areas must be covered in a sand/soil and seed mixture to ensure a uniform and presentable surface
- All areas of removal shall be prepared for new germination within 15 days of removal
- Remove grass clippings and debris if it may impact plant health
- Aerate annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Irrigate for consistent soil moisture to achieve plant health
  - No wet areas
  - No dry areas
  - Firm enough for foot and mower traffic
  - Apply wetting agents to assist in uniform soil moisture
  - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours
- Every effort shall be made to ensure that the turf quality of the nursery area matches or exceeds that of the playable turf on the golf course

Fertility

- Fertility programs shall be utilized to meet the requirements of individual plants and promote health and aesthetics
- Annual fertility programs shall be developed based on soil, plant species, available water, environment, intended area use, and long term health of the plant

Rodent / Pest Control

- Rodent / Pest control programs shall be utilized to control damage to the golf course and to increase the playability of the golf course

- Annual rodent/pest control programs shall be developed based on species to be controlled, current damage being caused, potential damage to be caused, golf course conditioning, and golf course playability

ITEMS BELOW ARE MAINTAINED BY ANOTHER CONTRACTOR AND NOT THE RESPONSIBILITY OF THE PRO SHOP OPERATIONS CONTRACTOR.

Breezeway Restroom Maintenance

- Restrooms shall be cleaned and stocked daily
- Floors will be swept and moped daily
- Walls will be spot cleaned daily
- Mirrors shall be cleaned daily
- Ceilings will be dusted weekly
- Toilets will be scrubbed and disinfected daily
- Sinks will be scrubbed and disinfected daily
- Trash will be emptied daily
- Doors and stalls will be cleaned daily
- Deodorizers shall be refilled as needed
- Bulletin Boards shall be updated daily
- Human waste shall be removed, and the area disinfected, immediately upon discovery
- There is to be at least one full roll of toilet paper in each dispenser at the conclusion of the cleaning service
- Paper towel machines shall have at least ½ roll remaining at the conclusion of the service
- Graffiti is to be removed immediately upon discovery and documented
- Cleaning logs shall be completed daily with the time of service and completed by whom

FootGolf Course Maintenance

- Daily set up of flags and signage

Driving Range Maintenance

- Driving range mats shall be utilized to ensure turf quality and minimum standards
- Driving range mats shal,I be clean, in good repair, and presentable
- Driving range mats in disrepair shall be repaired/removed/replaced within 48 hours of discovery
- Driving range light foot-candle levels will be maintained to preserve original design
- Repairs/bulb replacement will be initiated within 24 hours of discovery
- Repairs to ballasts, screens, netting, and other infrastructure shall be initiated within 48 hours of discovery
- Golf balls shall be removed from driving range tees and target greens daily
- The driving range shall be "picked" weekly. All golf balls shall be removed in order to prevent damage to mowing equipment, operators, and the general public

Open Space/Preserve Maintenance

- See the City of Roseville "Open Space / Preserve Management Plan" for specific details and requirements
- Biological monitoring of vernal pools shall occur annually
- Vernal pools shall be identified and environmentally sensitive areas and has access restrict

EXHIBIT “C”

2021
EXHIBIT C
AMENDED

FINANCIAL PROPOSAL
OPTION C – Grounds Maintenance Services

Base Bid:

Diamond Oaks Golf Course	$ 731,356.50
Woodcreek Golf Club	$ 731,356.50
Total	**$ 1,462,713.00**

Extra Work:

Labor	**Rate per hour**
Equipment Operator / Common Labor	$24.00
Skilled Technician (Irrigation, Chemical Application, Etc.)	$45.00
Supervision	$65.00
Sod preparation and installation (per square foot)	$1.00-$2.50 based on variety

Mark up for parts not included in base bid:
N/A – no mark up will be applied to parts.

EXHIBIT “D”

EXHIBIT D

Resource Inventory and Facility Maintenance Responsibility List
Woodcreek & Diamond Oaks Golf Courses
Golf Course Maintenance Yard

Revised November 2020

OWNS = *Identifies ownership of the asset*

CLEANS = *To keep the asset free of debris and in "like new" condition*

REPAIRS = *To repair, fix, or replace parts in effort to keep asset in "like new" condition and working safely*

MAINTENANCE FREQUENCY = *Identifies the minimum standard to maintain, clean, and/or service to keep the asset in "like new" condition to prevent expensive repairs or replacements*

REPLACES = *Identifies who will replace asset as necessary or required*

LIFECYCLE = *Refers to the anticipated lifespan for the asset based on normal wear and tear*

	OWNS	CLEANS	REPAIRS	MAINT FREQUENCY	REPLACES	LIFECYCLE
Grounds/Blacktoi>_ Areas						
Blacktop Surface	CITY	CONTRACTOR	CITY	As Necessary	CITY	City Scheduled
Wash Bay	CITY	CONTRACTOR	CITY	City Scheduled	CITY	City Scheduled
Sea Containers (Storage)	CITY	CONTRACTOR	CITY	As Necessary	CITY	As Necessary
Fences, Gates	CITY	CONTRACTOR	CITY	As Necessary	CITY	As Necessary
Fuel Tanks	CITY	CONTRACTOR	CITY	As Required	CITY	As Necessary
Exterior Lighting	CITY	CITY	CITY	As Necessary	CITY	As Necessary

NOTES: Routine blacktop cleaning and sweeping to be provided by CONTRACTOR as needed to be kept in neat and safe condition. Asphalt repairs or renovations including resurface to be scheduled by the CITY. Exterior light lamps, ballasts, starters and bulbs to be replaced and repaired by CITY as needed to maintain a safe facility. Dumpster and dumpster surrounds shall be kept neat, clean, and free of debris. Fuel tanks and all permits to be maintained by CONCTRACTOR per Placer County Air Pollution Control District requirements.

Building Structure						
Roof	CITY	CITY	CITY	Clean Annually	CITY	50 Years
Roof (Drains and Gutters)	CITY	CITY	CITY	Clean Annually	CITY	50 Years
Walls (Exterior Paint)	CITY	CONTRACTOR	CITY	As Necessary	CITY	8-10 Years
Interior Walls, Ceilings	CITY	CONTRACTOR	CONTRACTOR	Clean Monthly	CONTRACTOR	5-7 Years
Doors, Roll-up Doors (Exterior Paint)	CITY	CONTRACTOR	CITY	As Necessary	CITY	8-10 Years
Flooring	CITY	CONTRACTOR	CONTRACTOR	Daily	CONTRACTOR	10 Years
Windows	CITY	CONTRACTOR	CITY	Monthly	CITY	Re-Model
Restrooms	CITY	CONTRACTOR	CONTRACTOR	Daily	CITY	Re-Model

NOTES: Facility roofing, inclusi\€ of drains and gutters, shall be inspected monthly and cleaned annually or more frequently as necessary to keep the roof and drains free of debris. The exterior of facilities (including doors) will be painted as scheduled by the CITY's Building Maintenance Division. Interior walls, ceilings and woodwork/trim shall be cleaned monthly and painted by CONTRACTOR every 10 years or more frequently as needed. Windows and restrooms shall be part of CONTRACTOR cleaning schedule as required.

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	OWNS	CLEANS	REPAIRS	MAINT FREQUENCY	REPLACES	LIFECYCLE
Appliances|Equipment/Furnishings						
Refrigerator, microwa-.es, etc.	CONTRACTOR	CONTRACTOR	CONTRACTOR	As Necessary	CONTRACTOR	As Necessary
Office, Break room furniture	CONTRACTOR	CONTRACTOR	CONTRACTOR	As Necessary	CONTRACTOR	As Necessary
Cabinets, Counters, Sinks	CIIY	CONTRACTOR	CONTRACTOR	Daily	CONTRACTOR	As Necessary
Window Coverings	CIIY	CONTRACTOR	CONTRACTOR	Monthly	CONTRACTOR	10 Years
Fire Extinguishers	CIIY	CIIY	CIIY	Annual	CIIY	As Necessary

NOTES: "Built In" appliances and cabinetry shall be owned by the CIIY, but maintained by CONTRACTOR. Non "built in" appliances and furnishings purchased by CONTRACTOR shall remain the property of CONTRACTOR.

Systems						
HVAC (Quarterly Service)	CIIY	CIIY	CIIY	Quarterly	CIIY	12-15 Years
Fire Alarm (Detectors, Strobes, Panel)	CIIY	N/A	CIIY	Annually	CIIY	30 Years
Fire Sprinkler System	CIIY	*NIA*	CIIY	5 years	CIIY	5 Years
Security Alarm	CONTRACTOR	N/A	CONTRACTOR	As Necessary	CONTRACTOR	As Necessary

NOTES: CIIY to perform quarterly service on HVAC Systems by a licensed technician and perform all necessary repairs as needed. CIIY to replace HVAC System e-.ery 12 to 15 years. CONTRACTOR to perform annual inspection on fire alarm equipment including detectors, strobes, pull stations, and electrical panel by a certified technician. CIIY will test and inspect Fire Sprinkler System every 5 years. CONTRACTOR to install and maintain any security alarm systems.

Electrical						
Wiring, Outlets, Switches, Fuses	CIIY	**N/A**	CIIY	As Necessary	CIIY	As Necessary
Interior Lighting (Fixtures and Bulbs)	CIIY	CONTRACTOR	CONTRACTOR	As Necessary	CONTRACTOR	As Necessary
Exterior Lighting	CIIY	CIIY	CIIY	As Necessary	CIIY	As Necessary

NOTES: CIIY to repair all electrical malfunctions including fuses, outlets, switches as necessary. CONTRACTOR to replace/repair interior bulbs and fixtures as necessary. Lighting upgrades to be completed as part of any future CIIY approved renovations or remodels.

	OWNS	CLEANS	REPAIRS	MAINT FREQUENCY	REPLACES	LIFECYCLE
Plumbing						
Hot Water Heater	CIIY	***NIA***	CIIY	As Necessary	CIIY	8-12 Years
Plumbing - Water Lines	CIIY	**N/A**	CIIY	As Necessary	CIIY	Re-Model
Plumbing - Fixtures	CIIY	CONTRACTOR	CIIY	As Necessary	CIIY	As Necessary
Sewer	CIIY	**N/A**	CIIY	As Necessary	CIIY	Re-Model

NOTES: CIIY to repair all plumbing malfunctions including water heater, water/sewer lines, and fixtures as necessary. Plumbing upgrades to be completed as part of any future CIIY approved renovations or remodels.

EXHIBIT “E”

Exhibit "E"

11/10/2020

Fixed Asset Inventory

Diamond Oaks Golf Course

Equipment Class	Description	Date Acquired	Model Year	Use	Proposed Replacement Year
1B-3/4 Ton Pickup	Ford F250 SC XL	11/1/2001	2002	Truck	
4D-Trenchers, Wheel	Dingo 420 TX	12/24/2003	2004	Trencher	
5E-Trailers, Utility	Aros Utility Trailer	8/1/1982	1982	Trailer	
5K-Trailers, Misc.	Dingo Trailer	12/29/2003	2004	Trailer	
7E-Fairway Mower	Toro 6500D Reelmaster	8/27/2004	2004	Fairway Mower	2022
7E-Fairway Mower	Toro 6500 Reelmaster	11/12/2014	2013	Utility Mower/Verticut	
7F-Greens Mower	Toro 3150 Greensmaster	1/22/2020	2019	Greens Mower	
7F-Greens Mower	Toro 3100 Greensmaster	5/12/2016	2016	TCA Mower	
7F-Greens Mower	Toro 3500D Groundsmaster	2/28/2017	2017	Trim Mower	
7F-Greens Mower	Toro 3150Q Greensmaster	8/1/2019	2019	TCA Mower	
7F-Greens Mower	Toro 4500D Groundsmaster	9/29/2011	2011	Rough Mower	2022
7F-Greens Mower	Toro Groundsmaster Mower	7/1/2014	2012	Trim Mower	
8C-Blower	Toro 800 Debris Blower	1/31/2018	2018	Blower	
8D-Bunker Rake	Toro Sandpro Bunker Rake	7/1/2002	2002	Bunker Rake	
8H-Sprayers	Norwesco 750 Gal Sprayer	8/4/2014	2014	Mix Tank	
8H-Sprayers	Toro 1250 Multi Pro Sprayer	2/23/2006	2006	Sprayer	2023
8H-Sprayers	Toro 1250 Multi Pro Sprayer	7/1/2014	2012	Sprayer	
8I-Spreader	Toro 420 Turf Tender	12/17/2007	2007	Topdresser	
8K-Utility Truck Vehicle	Toro E2050 Workman	7/25/2006	2006	Lightweight Utility Vehicle	2022
8K-Utility Truck Vehicle	Toro 2110 Workman Utility Cart	4/24/2007	2007	Lightweight Utility Vehicle	2025
8K-Utility Truck Vehicle	Toro 3200 Workman Utility Cart	12/21/2007	2007	Heavy Duty Utility Vehicle	
8P-Miscellaneous attachments	Gill S72 Seeder	9/1/2003	1999	Seeder	
8P-Miscellaneous attachments	Toro Groomer Attachment	5/15/2009	2009	Groomers	
8Q-Miscellaneous other	TP10 Equipment Lift	9/1/2003	1999	Hydraulic Lift	
8Q-Miscellaneous other	Truturf Turf Roller	6/8/2009	2009	Greens Roller	2025
8Q-Miscellaneous other	Toro Verticut Units	Jan-20	2020		

5 Year Equipment Additions

8K-Utility Truck Vehicle	Toro Workman GTX	9/28/2016	2016	Lightweight Utility Vehicle	
8H-Sprayers	Toro 5800 Multi Pro Sprayer	8/25/2014	2014	Sprayer	
8K-Utility Truck Vehicle	Clubcar Turf 2	7/1/2016	2016	Lightweight Utility Vehicle	
8C-Blower	Pro Force Debris Blower	9/15/2016	2016	Blower	
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart			Heavy Duty Utility Vehicle	2021
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart			Lightweight Utility Vehicle	2021
8P-Miscellaneous attachments	Neary Reel Grinder	1-May	1998	Grinder	
8P-Miscellaneous attachments	Neary Bedknife Grinder	May-19	1998	Grinder	

Exhibit "E"

11/19/2020

Fixed Asset Inventory
Woodcreek Golf Club

Equipment Class	Description	Date Acquired	Model Year	Use	Proposed Replacement Year
1B-3/4 Ton Pickup	Ford F250 SC XL	9/12/2007	2008	Truck	
3B-Skiploaders	Ford 2120 Utility Tractor Load	11/22/1993	1993	Loader	
3N-Utility Tractor	Kubota 5640 Utility Trailer	3/24/2014	2014	Utility Tractor	
5E-Trailers, Utility	Misc Utility Trailer	8/1/2001	2001	Gooseneck Trailer	
7E-Fairway Mower	Toro 5610 Reelmaster	8/1/2015	2015	Fairway Mower	
7E-Fairway Mower	Toro 6500D Reelmaster	7/21/2006	2006	Fairway Mower	2023
7E-Fairway Mower	Toro 5610 Reelmaster	7/1/2014	2013	Fairway Mower	
7F-Greens Mower	Toro 3150 Greensmaster	9/22/2005	2005	Trim Mower	2024
7F-Greens Mower	Toro 3500D Groundsmaster	7/24/2006	2006	Trim Mower	2022
7F-Greens Mower	Toro 4500D Groundsmaster	6/28/2006	2006	Rough Mower	2025
7F-Greens Mower	Toro 3150 Greensmaster	7/1/2014	2013	Greens Mower	
8B-Aerifier	Toro 648 Pro Core Aerifier	9/10/2007	2007	Aerifier	2026
8C-Blower	Pro Force Debris Blower	5/9/2014	2014	Blower	
8D-Bunker Rake	Toro 5020 Sand Pro	2/3/2006	2006	Cart Path Edger	2022
8H-Sprayers	Toro Multi Pro Sprayer	8/25/2014	2014	Sprayer	
8H-Sprayers	Norwesco 750 Gal Sprayer	8/4/2014	2014	Mix Tank	
8I-Spreader	Lely Spreader	2/26/2018	2018	Spreader	
8J-Top Dresser	Dakota 410 Turf Tender	6/21/2005	2005	Topdresser	
8K-Utility Truck Vehicle	Toro Workman Utility Cart	8/15/2005	2005	Lightweight Utility Vehicle	2021
8K-Utility Truck Vehicle	Club Car 252 Turf Cart	6/17/2009	2009	Lightweight Utility Vehicle	2026
8K-Utility Truck Vehicle	Toro 3200 Workman Utility Cart	7/1/2014	2010	Heavy Duty Utility Vehicle	
8K-Utility Truck Vehicle	Club Car Utility Cart	6/29/2010	2010	Lightweight Utility Vehicle	2023
8K-Utility Truck Vehicle	Club Car Turf 2	7/1/2014	2013	Lightweight Utility Vehicle	2026
8K-Utility Truck Vehicle	Club Car Turf 2	7/1/2014	2013	Lightweight Utility Vehicle	2026
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart	1/1/2002	2001	Heavy Duty Utility Vehicle	2022
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart	4/1/2002	2002	Lightweight Utility Vehicle	2021
8Q-Miscellaneous other	Neary Bedknife Reel Grinder	2/26/2007	1998	Grinder	
8Q-Miscellaneous other	Golf Lift GL9 Equipment Lift	4/27/2007	2003	Hydraulic Lift	
8Q-Miscellaneous other	DMI Speed Roller	4/8/2010	2009	Greens Roller	2025
9G-Two-way Radio Equipment	Freedom Radio System	8/9/2002	2002	Irrigation Radios	

5 Year Equipment Additions

8K-Utility Truck Vehicle	Clubcar Turf 2	7/1/2016	2016	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart			Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart			Heavy Duty Utility Vehicle	2021
8B-Aerifier	Toro 648 Pro Core Aerifier			Aerifier	2022
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart			Lightweight Utility Vehicle	2021
8Q-Miscellaneous other	QAS Bunker Pump	1/20/2020		Bunker Pump Attachment	

COUNCIL COMMUNICATION

CC #: 1174
File #: 0704-01

Title: Pistachio Park - Notice of Completion
Contact: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Accept the Pistachio Regional Park Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Pistachio Regional Park (formerly parksite F-56) and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. This 44-acre joint-use citywide park site located in the West Roseville area on West Park Drive. The Phase 1 project included a baseball field, two softball fields, restroom building, parking lot, walkways, landscape and irrigation. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

The project was funded with monies from West Roseville Citywide Park Fund (Fund 3304). Construction of this first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, funding for initial maintenance costs will be shared between the Roseville Joint Union High School District and the City of Roseville until December 2024. Long-term costs for maintenance will be budgeted in the General Fund.

ENVIRONMENTAL REVIEW

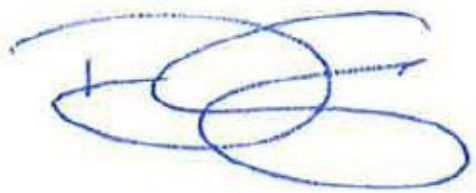
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

This Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Heather Buck, Park Development Analyst

Jill Geller, Director, Parks, Recreation & Libraries



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-487

Notice of Completion

RESOLUTION NO. 20-487

ACCEPTING THE PUBLIC WORK KNOWN AS THE PISTACHIO REGIONAL PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Pistachio Regional Park Project, has been approved and the public work accepted.

2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

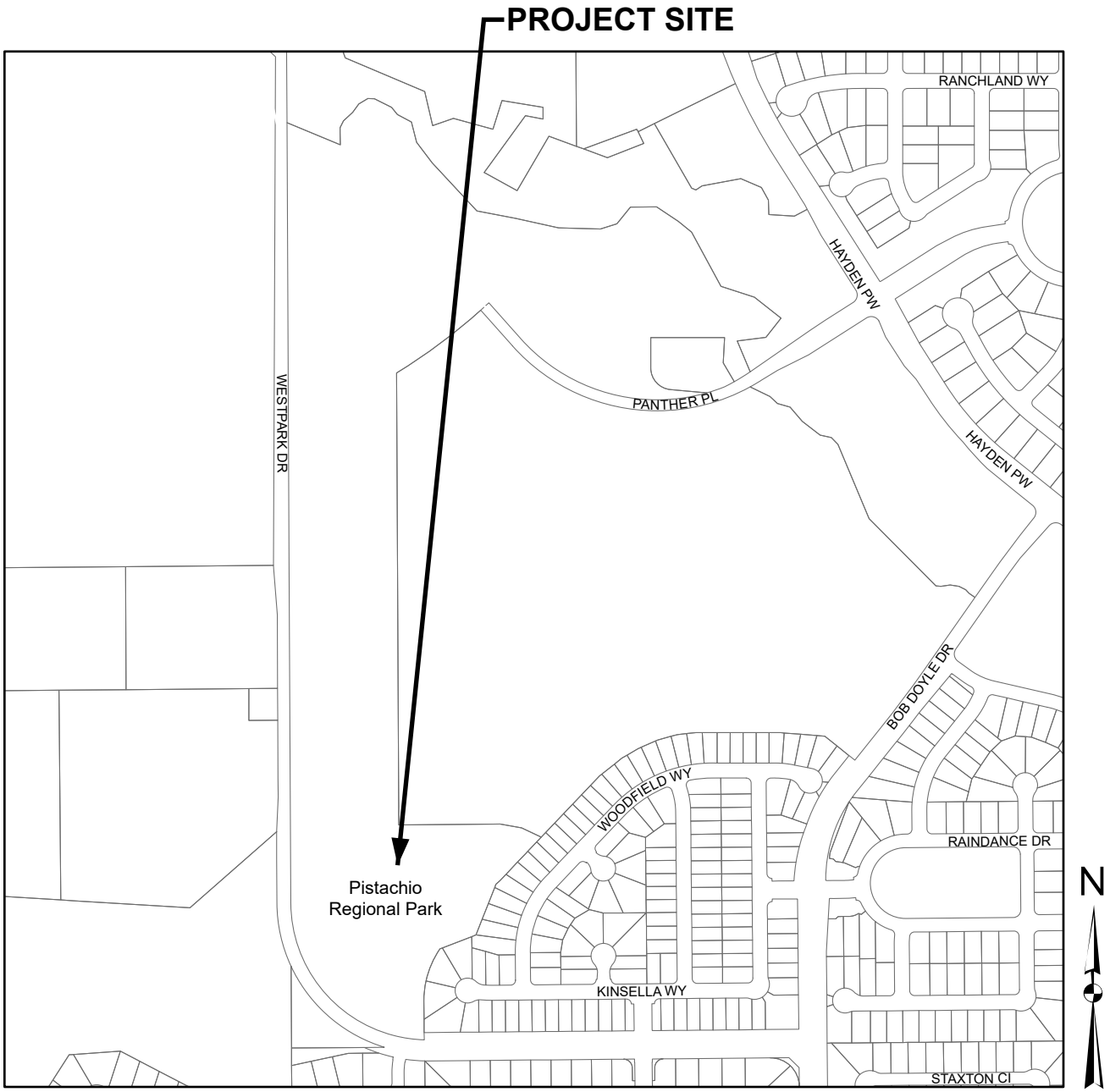
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

Pistachio Regional Park

The project included a baseball field, two softball fields, a restroom building, parking lot, walkways, landscape and irrigation.



COUNCIL COMMUNICATION

CC #: 1179
File #: 0400-04-12-1

Title:	Sierra Vista Village JM-20B - Phase 2 - Notice of Completion
Contact:	Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village JM-20B - Phase 2, CWJ#190100, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

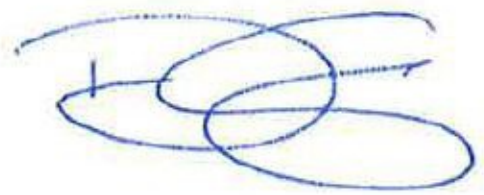
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-492

Notice of Completion

Exhibit A

Final Map

RESOLUTION NO. 20-492

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-20B – PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Village JM-20B - Phase 2 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 96 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

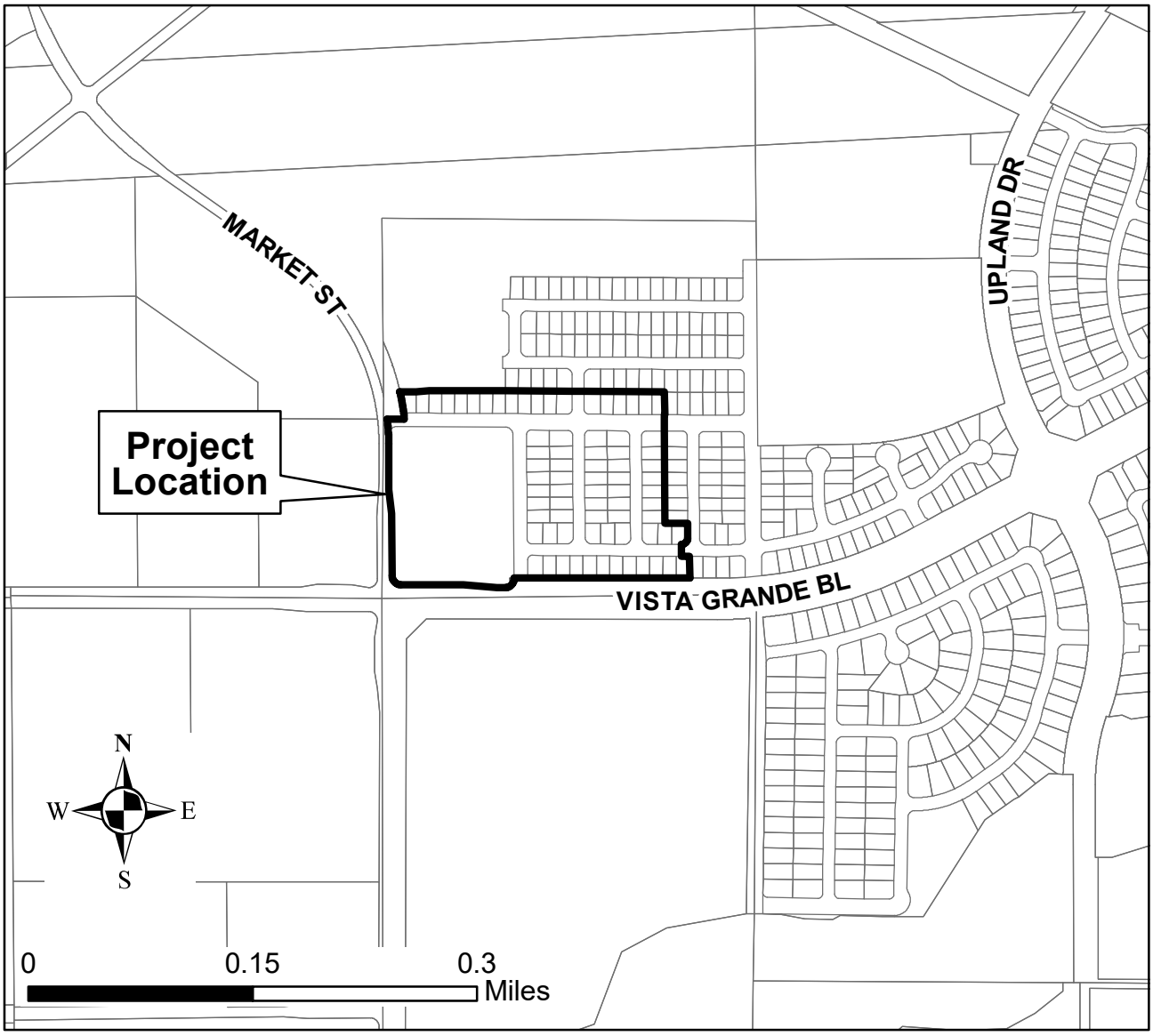
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista Village
JM-20B - Phase 2



BOOK EE OF MAPS, PAGE 96

PLAT OF
SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH 2020

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 7

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-20B - PHASE 2" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVE AND STREETS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOW HEREON AND DESIGNATED "P.E." (PEDESTRIAN EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SKIPPERLING STREET, WHIRLABOUT STREET, CHECKERSPOT STREET, SWALLOWTAIL DRIVE AND GOSSAMER STREET.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: John L Mourier III
PRINT NAME: John L. Mourier III
TITLE: President

BY:
PRINT NAME: Rod Yamanaka
TITLE: CFO

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON February 19, 2020, BEFORE ME, Karen Headley (PRINT NAME AND TITLE OF OFFICER) A NOTARY PUBLIC

PERSONALLY APPEARED John L. Mourier III and Rod Yamanaka

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES Oct 16, 2022
MY PRINCIPAL PLACE OF BUSINESS IS IN Placer COUNTY.

NOTARY PUBLIC

Karen Headley
PRINT NAME

EQUITABLE INTEREST HOLDER STATEMENT:

MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS AN EQUITABLE INTEREST HOLDER AS DESCRIBED IN THAT DOCUMENT RECORDED NOVEMBER 8, 2019, INSTRUMENT NO. 2019-0089186, CONSENTS TO THE RECORDATION OF THIS MAP.

MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: John L Mourier III
PRINT NAME: John L Mourier III
TITLE: President

BY:
PRINT NAME: Rod Yamanaka
TITLE: Acting Manager

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON March 9, 2020, BEFORE ME, Karen Headley (PRINT NAME AND TITLE OF OFFICER) A NOTARY PUBLIC

PERSONALLY APPEARED John L. Mourier III and Rod Yamanaka

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES Oct 16, 2022
MY PRINCIPAL PLACE OF BUSINESS IS IN Placer COUNTY.

NOTARY PUBLIC

Karen Headley
PRINT NAME

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE JM-20B - PHASE 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MOURIER CONSTRUCTION, INC. IN FEBRUARY, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2021, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE 2/25/20

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2021

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES 12/31/2021
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20B - PHASE 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 3/18/20

MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-20B - PHASE 2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED 4/16/20

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2021

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/21
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20B - PHASE 2" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE RIGHT OF WAY LISTED WITHIN NOTE 7 ON SHEET 2.

DATED 4/16/2020

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY:
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT 37 MINUTES AFTER 11 O'CLOCK A M. ON THE 4th DAY OF May, 2020 AND RECORDED IN BOOK EE OF MAPS, AT PAGE 96.

DOCUMENT NO. 2020-0040668

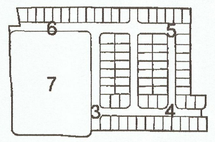
FEE $101.00

Ryan Ronco
COUNTY RECORDER OF PLACER COUNTY

BY:
DEPUTY

JOB NO. 17-05-020

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C8	34.88'	22.00'	90°49'44"	N 44°58'45" E	31.34'



SHEET INDEX

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

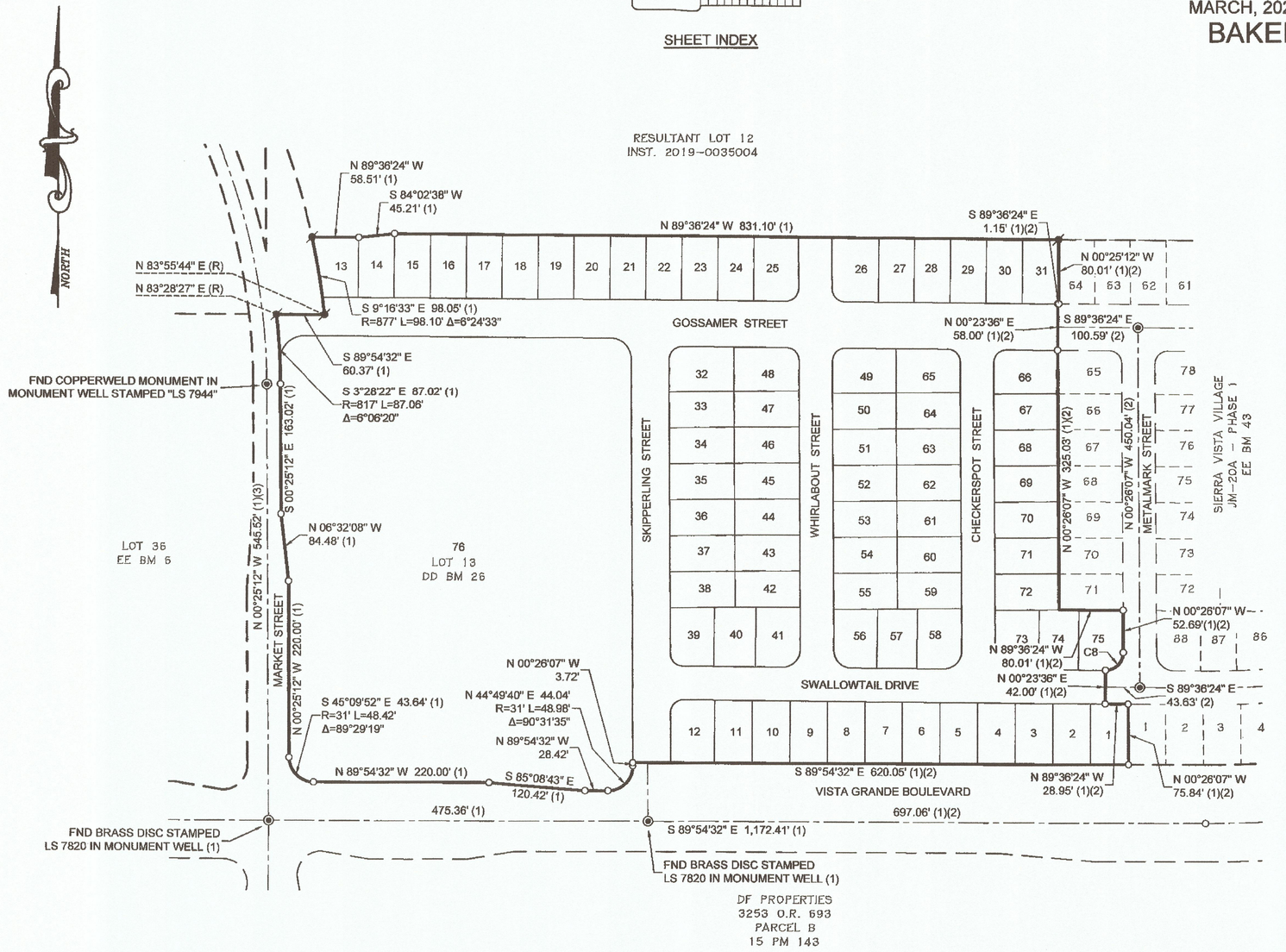
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 100'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 7



NOTES:

1. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
2. THIS SUBDIVISION CONTAINS 15.156 ACRES MORE OR LESS, CONTAINING 75 RESIDENTIAL LOTS NUMBERED 1-75 AND 1 LARGE LOT, LOT 76.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-810).
5. ALL REAR PROPERTY CORNERS AND ANGLE POINTS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH METAL CAP STAMPED "LS7820". IN THE EVENT OF A CONFLICT WITH A RETAINING WALL OR FENCE, A 3.0' WITNESS CORNER SHALL BE SET ONLINE.
6. ALL FRONT PROPERTY CORNERS SHALL BE MONUMENTED WITH A 1" BRASS DISK STAMPED "LS7820", 1.0' FROM PROPERTY CORNER INTO THE SIDEWALK ON A PROJECTION OF PROPERTY LINE AT FRONT AND/OR SIDE LOT LINES PRODUCED.
7. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE PARCELS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING RIGHT OF WAY IS HEREBY ABANDONED: THAT PORTION OF RIGHT OF WAY DEDICATED ON THE FINAL MAP OF THE VILLAGES AT SIERRA VISTA RECORDED AS DD BM 26. SAID RIGHT OF WAY IS LOCATED WITHIN THE SOUTHEAST CORNER OF LOT 76 AND IS NOT SHOWN HEREON.

LEGEND:

P.U.E. ..... PUBLIC UTILITY EASEMENT

P.E. ..... PUBLIC ACCESS EASEMENT

(R) ..... RADIAL LINE

O ..... DIMENSION POINT, NOTHING FOUND OR SET

◎ ..... SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 7820

⌀ ..... FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER DD BM 26

◉ ..... FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER EE BM 43

(1) ..... RECORD PER DD BM 26

(2) ..... RECORD PER EE BM 43

(3) ..... RECORD PER EE BM 6

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF METALMARK STREET, BEING N 00°26'07" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER EE BM 43.

JOB NO. 17-05-020

BOOK EE OF MAPS, PAGE 96

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

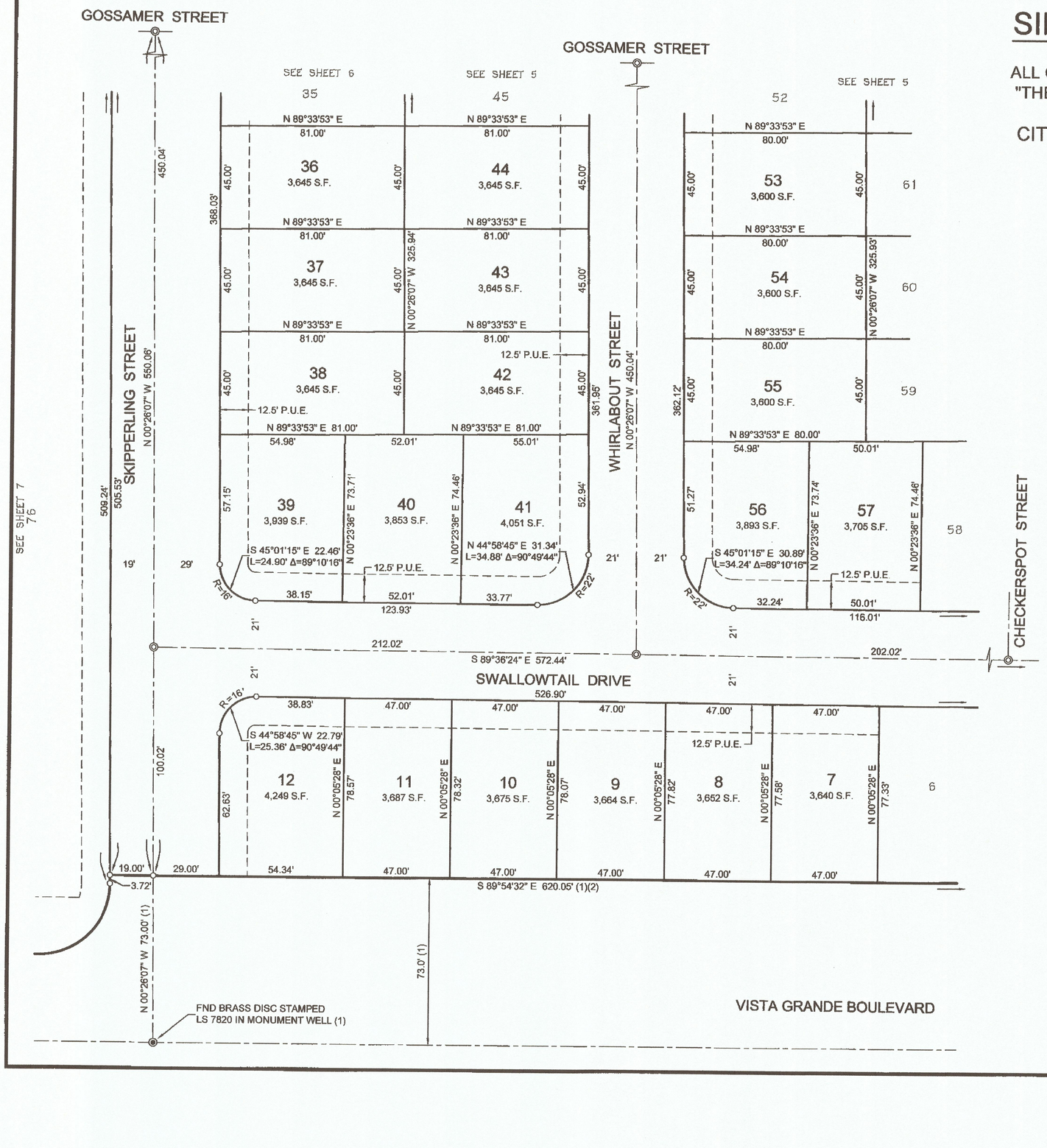
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 30'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 7



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

JOB NO. 17-05-020

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

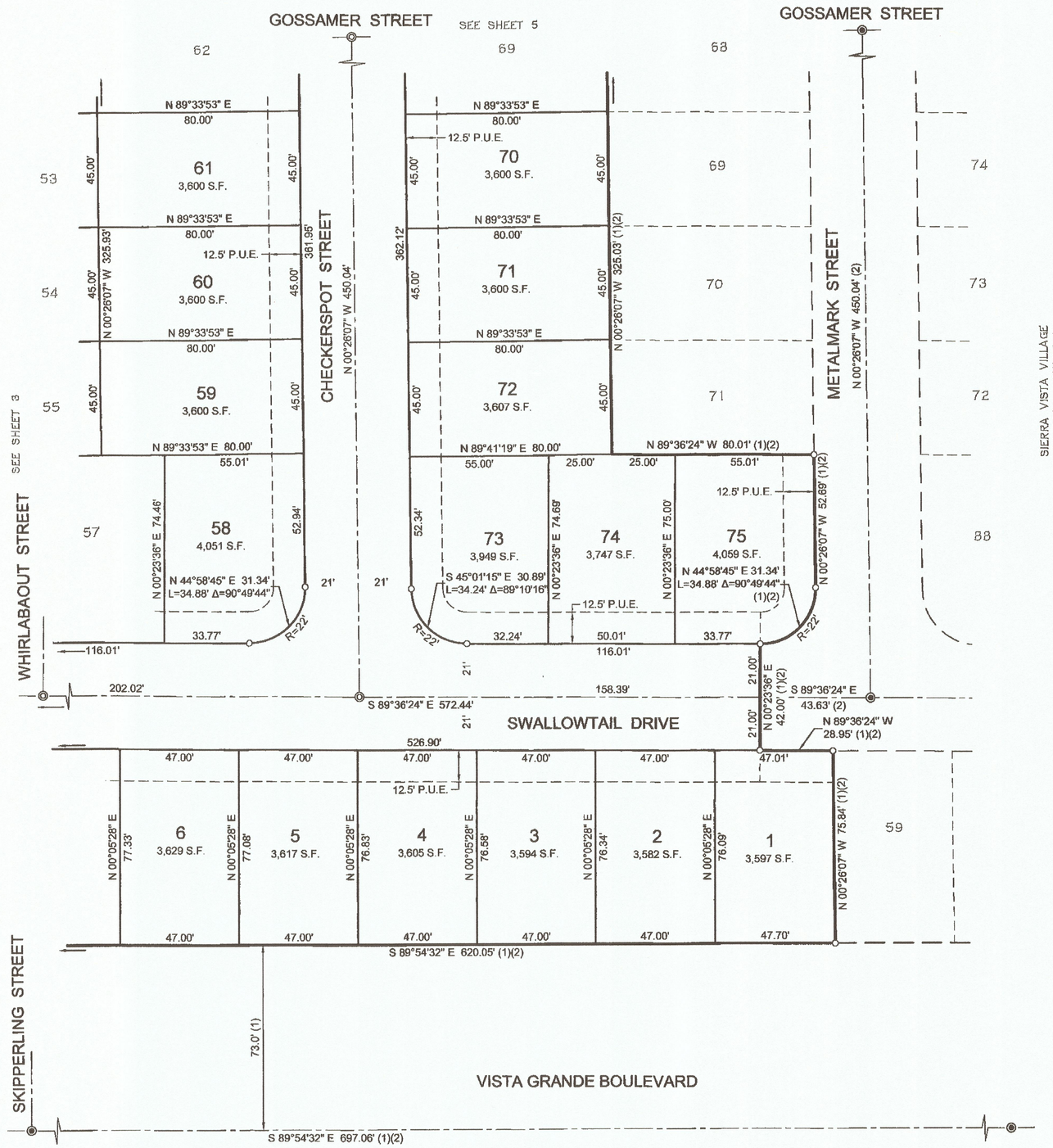
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 30'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 4 OF 7



JOB NO. 17-05-020

BOOK EE OF MAPS, PAGE 96

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

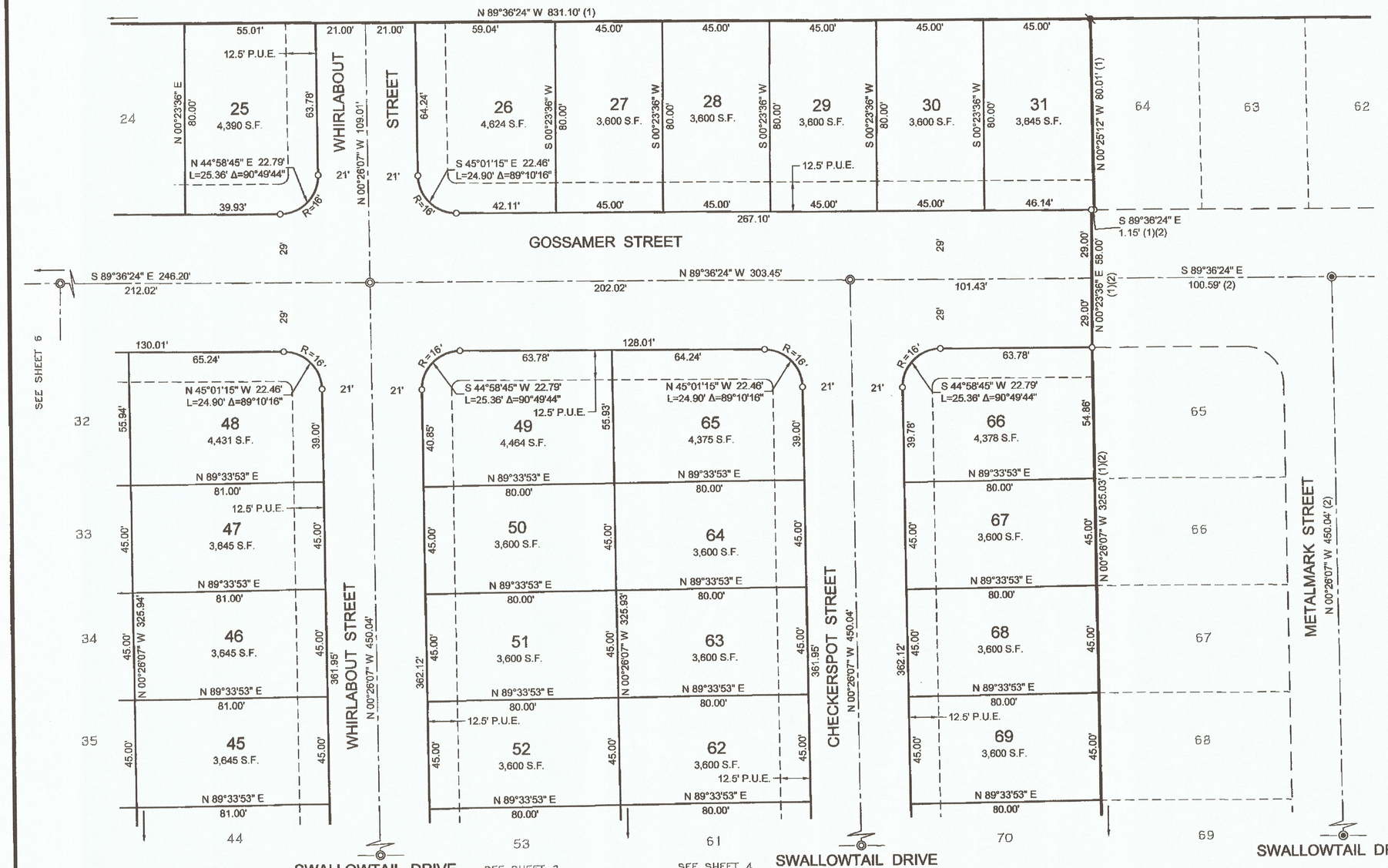
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 30'

BAKER WILLIAMS ENGINEERING GROUP

RESULTANT LOT 12
INST. 2019-0035004



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

JOB NO. 17-05-020

BOOK EE OF MAPS, PAGE 96

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	80.24'	800.00'	5°44'49"	N 3°17'37" W	80.21'
C3	28.30'	817.00'	1°59'05"	N 1°24'45" W	28.30'
C4	51.69'	817.00'	3°37'30"	N 4°13'02" W	51.68'
C5	7.07'	817.00'	0°29'45"	N 6°16'40" W	7.07'
C6	21.83'	877.00'	1°25'34"	N 6°47'03" W	21.83'
C10	98.10'	877.00'	6°24'33"	S 9°16'33" E	98.05'

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

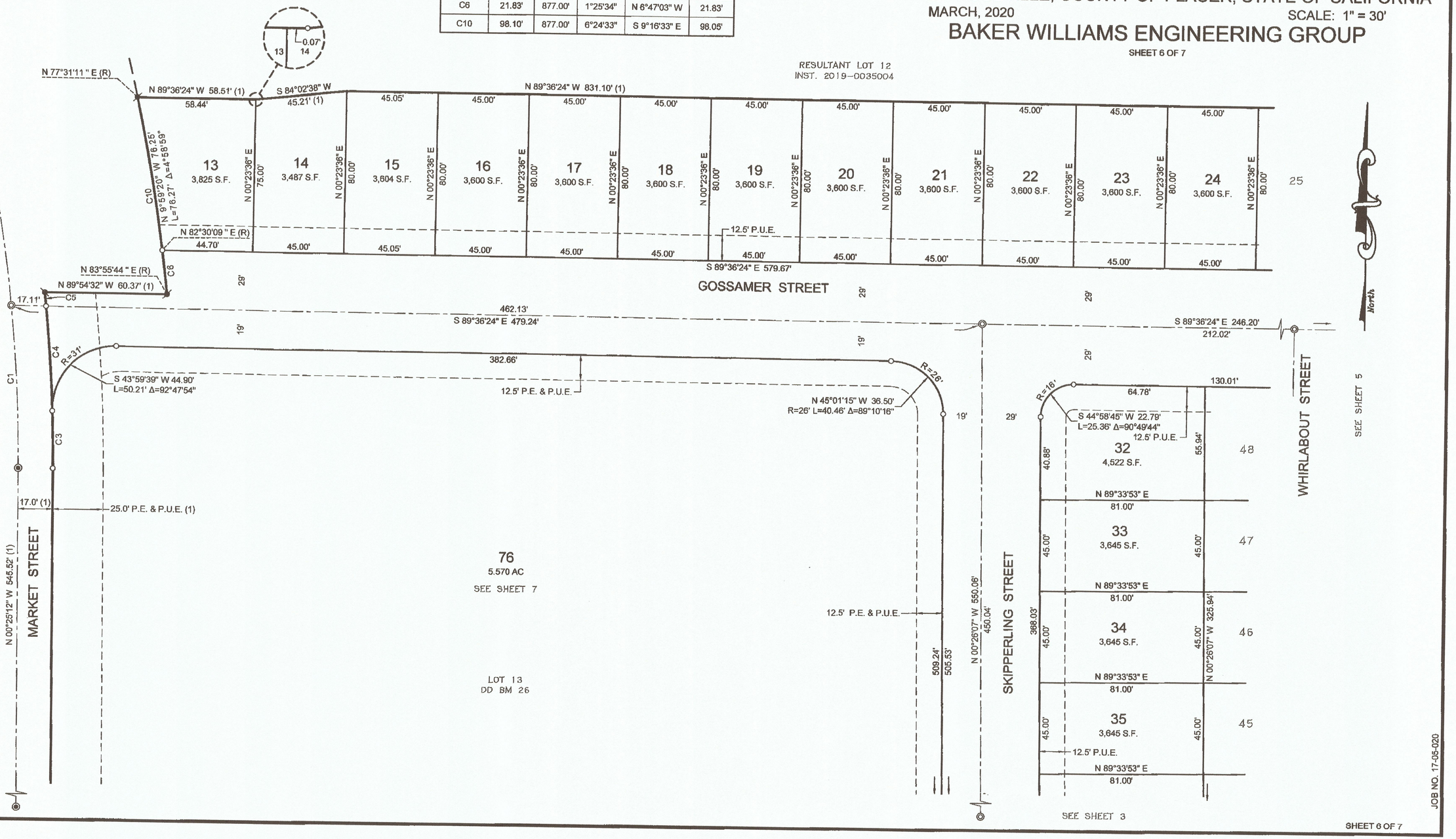
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 30'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 6 OF 7



JOB NO. 17-05-020

SHEET 6 OF 7

BOOK EE OF MAPS, PAGE 96

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

PLAT OF

SIERRA VISTA VILLAGE JM-20B - PHASE 2

SUBDIVISION NO.: 2012PL-038

ALL OF LOTS 13 AND 14 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

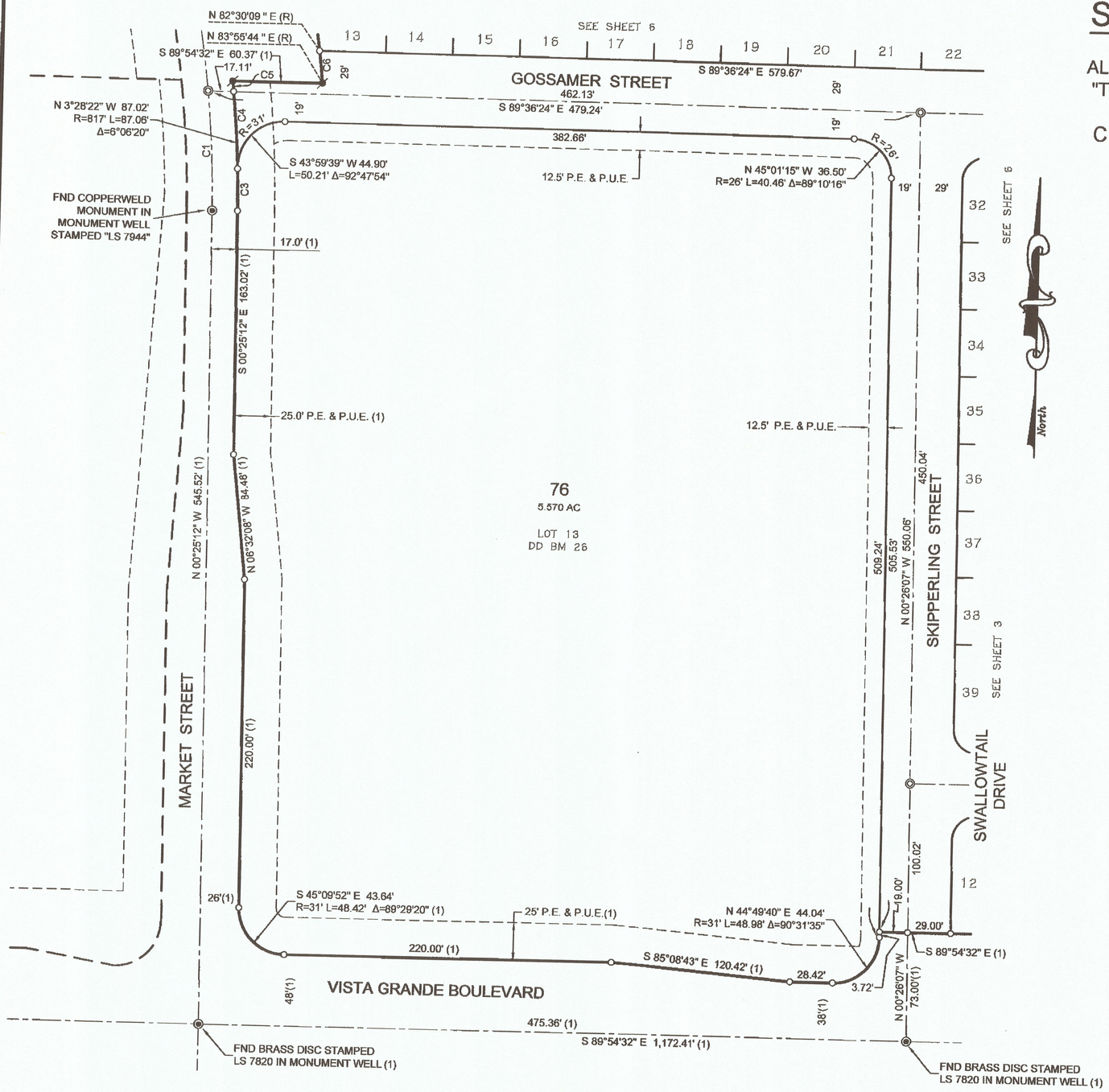
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MARCH, 2020 SCALE: 1" = 50'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 7 OF 7



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	80.24'	800.00'	5°44'49"	N 3°17'37" W	80.21'
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C5	7.07'	817.00'	0°29'45"	N 6°16'40" W	7.07'
C6	21.83'	877.00'	1°25'34"	N 6°47'03" W	21.83'

JOB NO. 17-05-020

SHEET 7 OF 7

COUNCIL COMMUNICATION

CC #: 1168
File #: 0200

Title:	Financial Advisory Services - Professional Services Agreement Amendment
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a Third Amendment to the Professional Services Agreement by and between the City of Roseville and Hilltop Securities Inc. for financial advisory services.

BACKGROUND

From time to time, the City has the need for financial advisory services related to issuing bonds that are highly technical and require the services of a financial advisor with specialized expertise. Each bond transaction can be complex and requires a specialized skillset to help the City mitigate risk, make informed decisions and achieve the lowest overall cost of capital. In addition, the City also has the need for a wide variety of financial advisor expertise and advice in the many financial functions the City is involved with on a daily basis. The City contracted with First Southwest Company, LLC on February 18, 2015 and the second amendment of the professional services agreement expires on February 21, 2021. Hilltop Securities Inc. is the successor-in-interest to First Southwest Company, LLC. City staff recommends extending the agreement with Hilltop Securities Inc. for one additional year, to February 17, 2022, to provide continuity of their services in support of the Environmental Utilities Department's Water Infrastructure Finance and Innovation Act (WIFIA) loan underwriting process, in addition to the community facility district and other financial support they provide to the Finance Department.

FISCAL IMPACT

The professional services agreement has two components. The first component continues with the current annual retainer of $75,000 for providing general financial advisory services, resulting in a total not-to-exceed amount of $525,000 through February 17, 2022. The budget for the retainer is included in the Finance Department's approved FY2020-21 General Fund budget. The second component is for providing specific financial advisory services rendered in the process of issuing a bond. The agreement continues with the current flat fee of $25,000 per bond issuance. These expenses are a component of what is called "bond issuance costs". Payment of bond issuance

costs are typically contingent upon issuance of bonds and are routinely paid from bond proceeds, thus they are not an expense to the General Fund. The total dollar value of this component of the agreement will be dependent upon the number of bond issuances during the year.

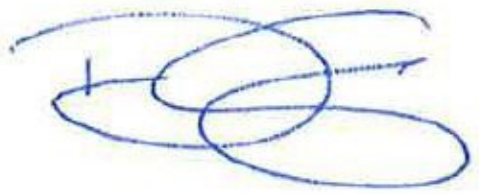
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a third amendment to professional services agreement for financial advisory services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-481

3rd Amended PSA

RESOLUTION NO. 20-481

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILLTOP SECURITIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement for financial advisory services, by and between the City of Roseville and Hilltop Securities Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said third amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Project: Financial Advisory Services

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Hilltop Securities Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and First Southwest Company, LLC previously entered into a Professional Services Agreement dated February 18, 2015, amended on February 1, 2017, and amended on December 20, 2017 ("Agreement") regarding Financial Advisory Services ("Project"); and

WHEREAS, Hilltop Securities Inc. is the successor in interest to First Southwest Company, LLC; and

WHEREAS, CITY desires to amend the Agreement to continue Project services for an additional one (1) year which would extend the term through February 17, 2022; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall continue to provide services as described in the Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"Consistent with EXHIBIT "B" of the Agreement, CITY shall pay annually a non-contingent retainer of seventy-five thousand dollars ($75,000) in consideration of services for the additional one (1) year period as set forth in this Third Amendment to Agreement. This brings the total not to exceed contract amount to five hundred twenty-five thousand dollars ($525,000)."

3. Section 15 of the Agreement is amended to add the following sentence:

"Subject to the termination provisions of Section 15 of the Agreement, the term is extended by an additional one (1) year."

4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

HILLTOP SECURITIES INC., a Delaware corporation

BY: _____

its: Managing Director

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST: and

BY: _____

BY: _____ its: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

CERTIFICATE OF CORPORATE SECRETARY

I, Brian Wittneben, Secretary of Hilltop Securities Inc., a Delaware corporation (the "Company"), do hereby certify as follows:

Based upon authority granted at a meeting of the Board of Directors of the Company held on October 23, 2019, the following named person is duly authorized to (i) act on behalf of the Company in connection with a certain Professional Services Agreement dated February 18, 2015, as amended (the "Agreement"), by and between Hilltop Securities Inc. and the City of Roseville, California and (ii) to execute any and all amendments to such Agreement.

Name	***Title***
Terry Mass	Regional Managing Director

EXECUTED as of this 16th day of November, 2020.

Brian L. Wittneben, Secretary

COUNCIL COMMUNICATION

CC #: 1172
File #: 0900-04-01

Title: 2020 Residential Resurfacing Project - Notice of Completion
Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the 2020 Residential Resurfacing Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The City has a proactive residential street maintenance program designed to seal, protect, and preserve existing pavement by completing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps the City residential streets in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. Staff tracks which residential street segments have been resurfaced in prior years so that various segments are proactively resurfaced when needed.

The scope of the 2020 Residential Resurfacing Project consisted of resurfacing various streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The project streets are shown on Exhibit A.

The Public Works Engineering Division has made the final inspection of the 2020 Residential Resurfacing Project and has found the work to be completed in accordance with the improvement plans and City Specifications and is now ready for acceptance. As required by the Specifications and Faithful Performance Bond, the Contractor shall guarantee the installation of all improvements for a period of 12 months from the date of the Notice of Completion.

FISCAL IMPACT

The project was awarded at the October 7, 2020 City Council meeting for a contract amount of $669,585, with a construction contingency (change order authority) of 10% ($66,959). The final

contract amount is $647,047.76 (no contingency dollars spent). The cost savings was a result of minor quantity changes due to adjustments in actual quantities of the construction bid items.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Acceptance of the 2020 Residential Resurfacing Project as complete meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jesse Khatkar, Assistant Engineer

Jason Skykowski, Public Works Director

_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-485

NOC

Exhibit A

RESOLUTION NO. 20-485

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2020 RESIDENTIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 2020 Residential Resurfacing Project, has been approved and the public work accepted.

2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

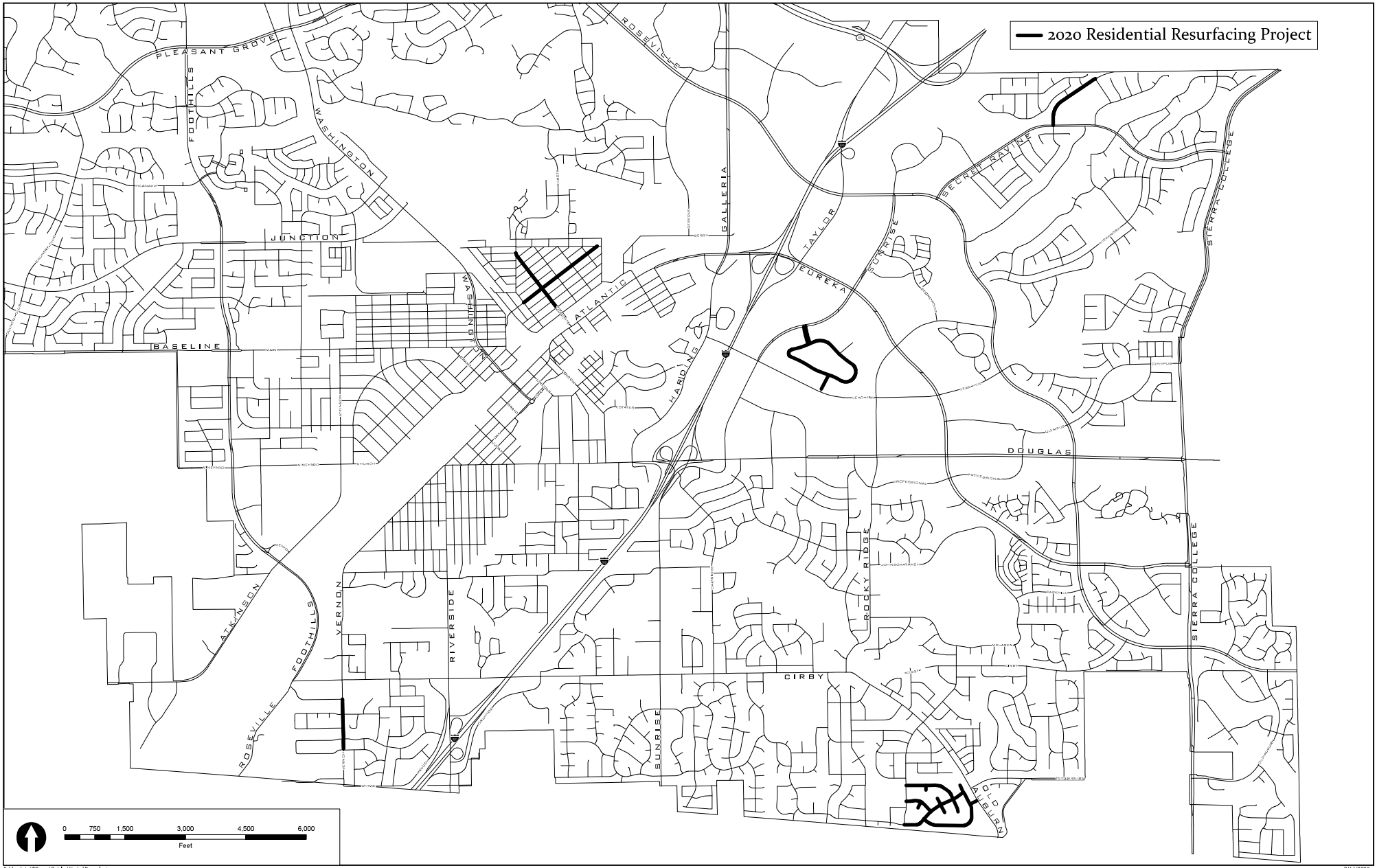
Place Notary Seal and/or Stamp Above

Signature of Notary Public

CITY OF ROSEVILLE CALIFORNIA

2020 Residential Resurfacing

Public Works - Engineering



S:\Arcdata\TCamp\Public Works\Resurfacing.aprx

7/14/2020

COUNCIL COMMUNICATION

CC #: 1170
File #: 0702

Title:	Golf Course Operations - Agreement Amendment
Contact:	Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the First Amendment to Agreement with SRI Golf, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On June 5, 2015, a Request for Proposals (RFP) was published for golf services for the Woodcreek Golf Club and Diamond Oaks Golf Course. This RFP was published to include all functions performed in the daily operations (Pro-Shop) and all food/beverage operations and maintenance of both City owned golf courses.

SRI Golf, Inc. was selected to provide the daily operations (Pro-Shop) and food/beverage services. The City and SRI Golf, Inc. entered into a five (5) year agreement on June 15, 2016 that allows for up to three (3) additional five (5) year terms. SRI Golf, Inc. was selected based on their extensive background and experience in the Roseville golf market and their experience operating other restaurant and banquet facilities at multiple courses in the Central Valley and Bay Area. SRI Golf, Inc. has been a partner of the City for over twenty years and has a good understanding of what is expected by the City of Roseville. SRI Golf, Inc. continues to provide innovative approaches and techniques to managing operations to serve the Roseville and surrounding community. SRI Golf, Inc. continues to provide high quality customer service and good value to customers.

FISCAL IMPACT

The funds for this contract have been allocated through the FY2020-21 golf operating budgets and will be included in all future operations budgets through FY2025-26. Both golf courses are managed in the Golf Course Fund (2599). This Special Revenue Fund is structured so that golf revenues offset expenses including maintenance, utilities, indirect expense, debt service, loan payments, and capital improvements. The total financial impact for the City of Roseville will be based on revenues generated through a fixed annual fee and percentages of revenues generated

from golf rounds sold, cart rentals, and range sales as outlined in the contract agreement.

With the recent and ongoing COVID-19 pandemic impacts to golf and food and beverage operations, this amendment acknowledges that both parties agree to an opportunity to renegotiate compensation as defined in Section 4 of the Agreement when such impacts are known and can be documented.

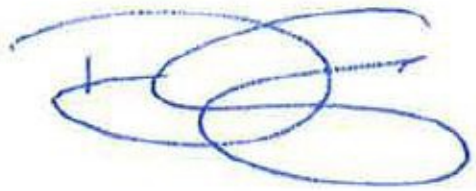
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The First Amendment to the Agreement with SRI Golf, Inc. meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rob Nakamura, Parks, Recreation, & Libraries Superintendent

Jill Geller, Director, Parks, Recreation & Libraries



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-483

SRI Golf Inc. First Amendment

RESOLUTION NO. 20-483

APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SRI GOLF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Agreement for golf course operations, between the City of Roseville and SRI Golf, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO AGREEMENT

Professional Golf Services for Woodcreek Golf Club and Diamond Oaks Golf Course

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and SRI Golf, Inc. and Sports Restaurant of Roseville, Inc., California corporations (collectively "CONCESSIONAIRE"); and

W I T N E S S E T H:

WHEREAS, CITY and CONCESSIONAIRE previously entered into an Agreement dated June 15, 2016 ("Agreement") regarding professional golf services for the convenience and enjoyment of the public; and

WHEREAS, CITY desires to amend the Agreement to extend the term of the Agreement; and

WHEREAS, CONCESSIONAIRE is willing and able to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 15 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY is exercising its option to extend the term of the Agreement for an additional five (5) year period commencing January 1, 2021 and ending on December 31, 2025".

2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

3. With the recent Covid-19 pandemic, operations for golf and food and beverage services have been affected. Just as is currently in practice, CITY and CONCESSIONAIRE will continue to abide by applicable governmental agency rules or guidelines that relate to the professional golf services agreed upon in the Agreement. The parties agree that these guidelines for health and safety may impact the performance of the Agreement. Thus, where mandates and/or recommendations by any governmental agency reduce seating and gathering sizes of patrons, or otherwise adversely impact the financial performance of any operations at Woodcreek Golf Club and/or Diamond Oaks Golf Course, CITY and CONCESSIONAIRE will agree to an opportunity to renegotiate compensation as defined in Section 4 of the Agreement when such impacts are known and can be documented.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONCESSIONAIRE has caused this First Amendment to Agreement to be executed.

[SIGNATURES ON NEXT PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Parks, Recreation & Libraries Director

SRI GOLF, INC., a
California corporation

BY: _____

its: VP

and

BY: Milagros D. Marshall

its: SECRETARY

SPORTS RESTAURANT OF ROSEVILLE
INC., a California corporation

BY: _____

its: VP

and

BY: Milagros D. Marshall

its: SECRETARY

COUNCIL COMMUNICATION

CC #: 1178
File #: 0900-04-02

Title: Oak Ridge Drive Bridge Replacement Project - Joint Use Agreement
Contact: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving the Joint Use Agreement (JUA) with Pacific Gas and Electric (PG&E), and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

At the June 17, 2020 meeting, Council authorized the construction of the Oak Ridge Drive Bridge Replacement Project. Included as part of the project is the relocation of an existing 4 inch PG&E gas distribution line. The relocation is required due to a direct conflict with the new bridge structure and the location of the existing gas line. During the project design, it was determined that the best option for the new crossing would be to attach the new line to the underside of the bridge to cross Linda Creek. The execution of the JUA provides the terms of use and also documents the easement rights for future maintenance access for PG&E.

FISCAL IMPACT

The cost to relocate the gas line was $248,943. The Federal Highway Bridge Program fund will cover 100% of the cost. No General Fund resources were used for this work.

ENVIRONMENTAL REVIEW

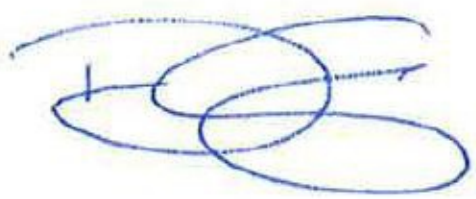
Project level CEQA compliance for the Oak Ridge Drive Bridge Replacement Project was accomplished with the preparation of the Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration (Adopted: October 21, 2015) (SCH No. 2015072040). Because the project is consistent with the project evaluated in the Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration will be implemented. As such,

no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Associate Engineer

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-491

Joint Use Agreement

RESOLUTION NO. 20-491

APPROVING A JOINT USE AGREEMENT FOR THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PACIFIC GAS AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Joint Use Agreement for the Oak Ridge Drive Bridge Replacement Project, between the City of Roseville and Pacific Gas and Electric, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND RETURN TO: ***PACIFIC GAS AND ELECTRIC COMPANY*** ***245 Market Street, N10A, Room 1015*** ***P.O. Box 770000*** ***San Francisco, California 94177*** Location: City/Uninc_____ Recording Fee $_____ Document Transfer Tax $ _____ [ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911). [ ] Computed on Full Value of Property Conveyed, or [ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale [ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax _____ Signature of declarant or agent determining tax	(SPACE ABOVE FOR RECORDER'S USE ONLY)
LD# 2110-06-10087	AGREEMENT

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called “Agreement”, entered into this day of January 6th, 2020, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the CITY OF ROSEVILLE, hereinafter called "Agency",

RECITALS

A. PG&E occupies certain rights of way and easements, hereinafter referred to as "PG&E's easement", described as follows:

The eight feet (8’) of Lots A and B lying contiguous to and easterly of Oak Ridge Drive defined as Public Utility Easement and shown upon the Plat of Meadow Oaks Unit No. 1 filed for record March 10, 1960 in Book F of Maps at page 70,

and the Plat of Meadow Oaks Unit No. 2 filed for record September 22, 1960 in Book G of Maps at page 12, Placer County Records.

B. Agency has acquired certain rights of way and easements for the Oak Ridge Drive Bridge Replacement project over Linda Creek in the vicinity of Assessor Parcel Numbers (APN's) 470-050-017-000 and 470-050-018-000, City of Roseville, County of Placer, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

C. PG&E's facilities installed pursuant to PG&E's easement will interfere with the Oak Ridge Drive Bridge Replacement Project, and Agency desires to eliminate such interference.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. The location of PG&E's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "New Location", described as follows:

Relocated 4" plastic gas line, a portion of which will be within an 8" steel casing, will be attached to the bridge on a hanger assembly. Facility will consist of a 4" plastic gas line within the Oak Ridge Drive right-of-way, as shown on the attached drawing PM 35113822, Sheet 3 of 3.

2. Agency acknowledges PG&E's easement in said New Location and the priority of PG&E's right over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said New Location for all of the purposes for which PG&E's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said New Location where such work will be performed in, on or over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said New Location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said New Location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such

easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. PG&E does hereby surrender and quitclaim to Agency all of PG&E's right, title and interest under and by virtue of PG&E's easement in the old location within said Agency right of way and not included in said New Location.

5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of the Oak Ridge Drive Bridge Replacement Project between Rampart Drive and Vinmar Court over, along and upon PG&E's easement in the New Location subject to PG&E's right and easement to use said New Location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the New Location to any use which Agency shall make of said area.

6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said New Location. Both Agency and PG&E shall use said New Location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said New Location by the other party.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY

By_____

Jenice Montes

Supervisor

Land Rights Services - North

Date _____

CITY OF ROSEVILLE

By_____

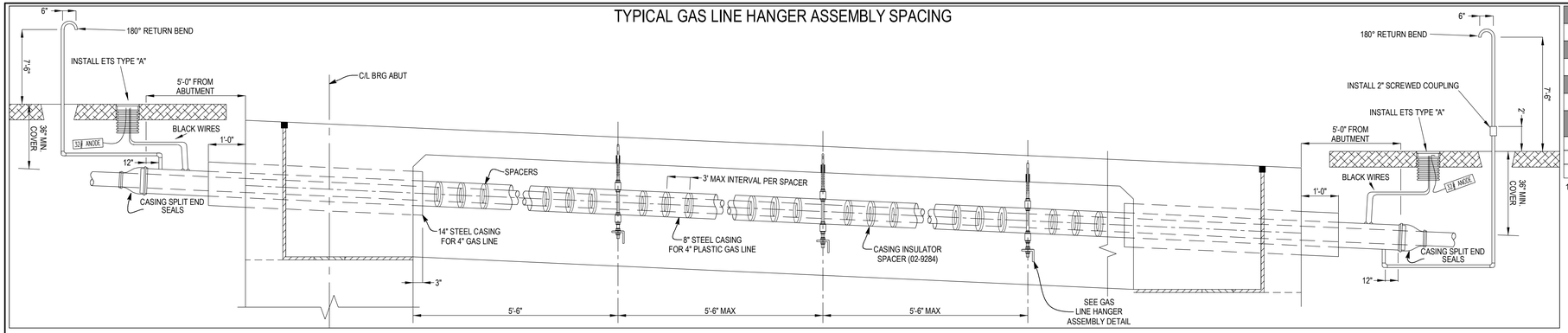
Dominick Casey

City Manager

Date _____

Attach to LD: 2110-06-10087
The Area, Region or Location (operating area): Area 6
Land Service Office: Auburn
Line of Business: Gas Distribution (53)
Business Doc Type: Easements
MTRSQ: 21.10.06.12.21, 22, 23, 24
FERC License Number(s): N/A
PG&E Drawing Number(s): 0931G91102
PLAT No.: 2467A8
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 11J
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed): N/A
Order #: 35113822
JCN: N/A
County: Placer
Utility Notice Numbers: N/A
851 Approval Application No.: N/A
Prepared By: JXIC
Checked By: M7M5
Approved By:
Revised by:

TYPICAL GAS LINE HANGER ASSEMBLY SPACING



Print Test Supervisor Name	Phone Number	Date	LAN ID

Company Name (if third party)

Make, Range, and Serial No. of Pressure Gauge	Date Last Calibrated

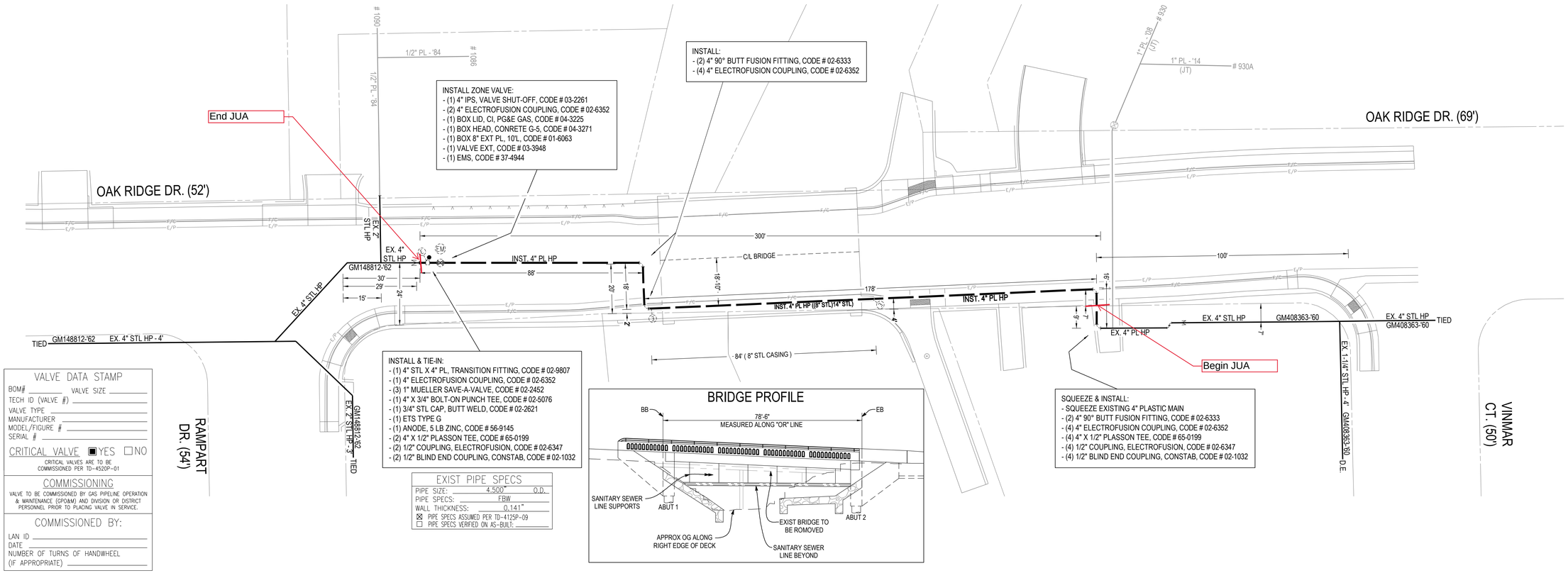
Size (in.)	WT(in.)/ SDR	Length (ft.)	Description (Pipe Type, Manufacture, Date, Grade)	Duration	Start Time	End Time	Test Pressure (psig)[1]

1. Round to the nearest tenth of psig.

WELDING INSPECTED PER PG&E WELDING MANUAL TD-4160M
VISUAL ☐
RADIOGRAPHIC ☐
MAGNETIC PARTICLE
INSPECTOR
DATE

CO:
SD:
NOTIF: 115785092
Other: ----
SHEET: 3 OF 3
PM: 35113822
REV:

PG&E GDED ESTIMATING
850 STILLWATER RD.
WEST SACRAMENTO, CA
PACIFIC GAS AND ELECTRIC COMPANY



VALVE DATA STAMP

BOM# _____ VALVE SIZE _____
TECH ID (VALVE #) _____
VALVE TYPE _____
MANUFACTURER _____
MODEL/FIGURE # _____
SERIAL # _____
CRITICAL VALVE ■YES ☐NO
CRITICAL VALVES ARE TO BE COMMISSIONED PER TD-4520P-01

COMMISSIONING
VALVE TO BE COMMISSIONED BY GAS PIPELINE OPERATION & MAINTENANCE (GPO&M) AND DIVISION OR DISTRICT PERSONNEL PRIOR TO PLACING VALVE IN SERVICE.

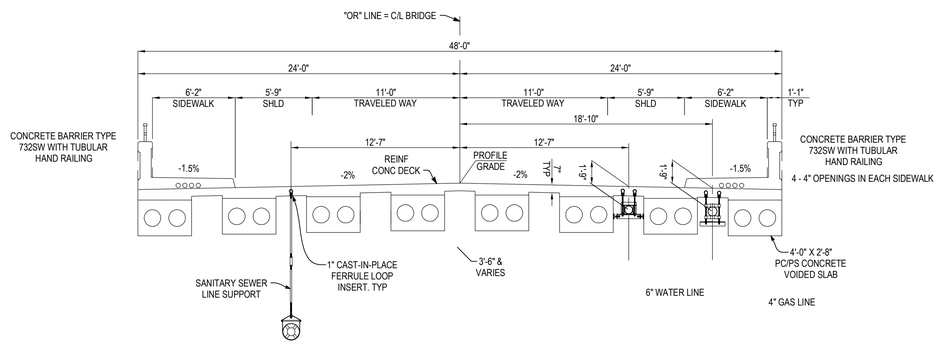
COMMISSIONED BY:
LAN ID _____
DATE _____
NUMBER OF TURNS OF HANDWHEEL (IF APPROPRIATE) _____

EXIST PIPE SPECS

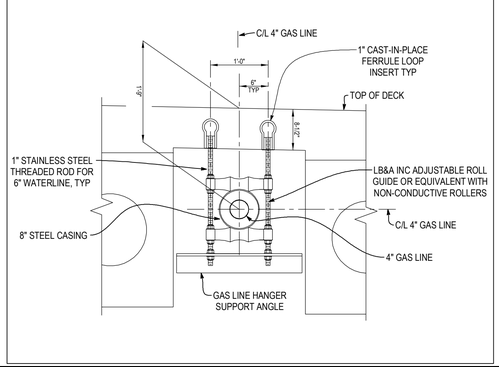
PIPE SIZE: 4.500" O.D.
PIPE SPECS: FBW
WALL THICKNESS: 0.141"
☒ PIPE SPECS ASSUMED PER TD-4125P-09
☐ PIPE SPECS VERIFIED ON AS-BUILT: _____

BRIDGE PROFILE

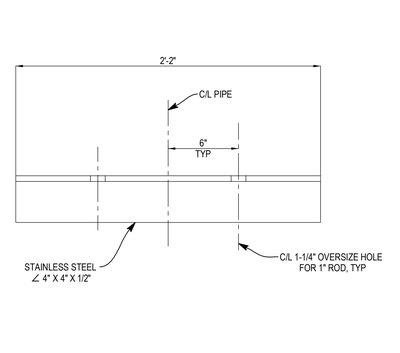
TYPICAL BRIDGE SECTION



GAS LINE HANGER ASSEMBLY DETAIL



GAS LINE HANGER SUPPORT ANGLE



NO.	DATE	DESCRIPTION	APVD BY
		REVISIONS	
1	11.18.2019	ISSUED FOR 30% / 90% ENGINEERING REVIEW	L2H5
2	11.25.2019	ISSUED FOR FINAL	G4GB
3	11.25.2019	ISSUED FOR CONSTRUCTION	G4GB

EST: DAVID DELUNA
ADE: BRUCE AVERY
SUPV: GABRIEL GOMEZ III
ENGR: LUCAS HUEZO
PM: DANNY MACCARTHY
SCALE: 1"=20'
DATE: 11.25.2019

JOB DATA

CITY:	ROSEVILLE
COUNTY:	PLACER
PLAT:	2467-A8
CPA:	15-S009
TBA:	H9
MAOP:	60 PSIG
NOP:	55 PSIG
APD:	35 PSIG
FZ:	15-04-B

51E - WRO RELOCATE MAIN & SVC'S
RELOCATE GAS MAIN DUE TO BRIDGE CONSTUCTION
OAK RIDGE DR.
ROSEVILLE, CA

INCH 0 1 2

COUNCIL COMMUNICATION

CC #: 1177
File #: 0900-04-02

Title:	Oak Ridge Drive Bridge Replacement Project - Temporary Construction Easement
Contact:	Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving the temporary construction easement and authorizing the City Manager to execute the temporary construction easement and all related documents on behalf of the City of Roseville.

BACKGROUND

On September 18, 2019, Council approved seven temporary construction easements (TCE) for properties adjacent to the Oak Ridge Drive Bridge Replacement Project. Subsequent to the approval, the design engineer determined that an additional area of 334 square feet of parcel APN 470-070-053 would be impacted by the bridge construction.

The City's consultant, Paragon Partners, has negotiated the additional easement on behalf of the City. The cost of the additional TCE is $1,000. The owner has signed a memorandum agreeing to the TCE amount.

FISCAL IMPACT

The total price for the TCE is $1,000. The project is fully funded by the Federal Highway Bridge Program (HBP). No General Fund resources will be used on this project.

ENVIRONMENTAL REVIEW

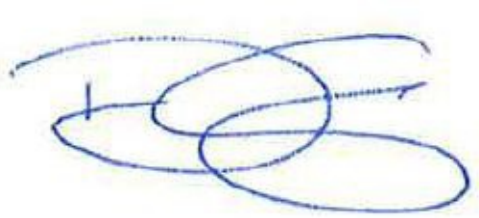
Adoption of the attached resolution to approve the temporary construction easement for the Oak Ridge Drive Bridge Replacement Project is an action that is subject to CEQA. Project level CEQA compliance for the Oak Ridge Drive Bridge Replacement Project was accomplished with preparation of the *Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration* (Adopted: October 21, 2015) (SCH No. 2015072040). Because the project is consistent with the project evaluated in the *Oak Ridge Drive Bridge Replacement*

Project Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the *Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration* will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Associate Engineer

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-490

1086 Oak Ridge Drive

RESOLUTION NO. 20-490

APPROVING A TEMPORARY CONSTRUCTION EASEMENT FOR
THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, on September 18, 2019, Council approved seven temporary construction easements for properties adjacent to the Oak Ridge Drive Bridge Replacement Project; and

WHEREAS, it has been determined that an additional area of 334 square feet of parcel APN 470-070-053 would be impacted by the bridge construction, and will require a temporary construction easement; and

WHEREAS, City Council has reviewed the temporary construction easement.

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that the temporary construction easement required for the Oak Ridge Drive Bridge Replacement project is hereby approved and the City Manager is authorized to execute the agreement, and all related documents on behalf of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

APN: 470-070-053

CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT

Sara Trott, an unmarried woman ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1086 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on July 1, 2020 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

BY: _____
Dominick Casey
City Manager
City of Roseville

GRANTORS:

BY: _____

PRINT NAME: Sara Trott

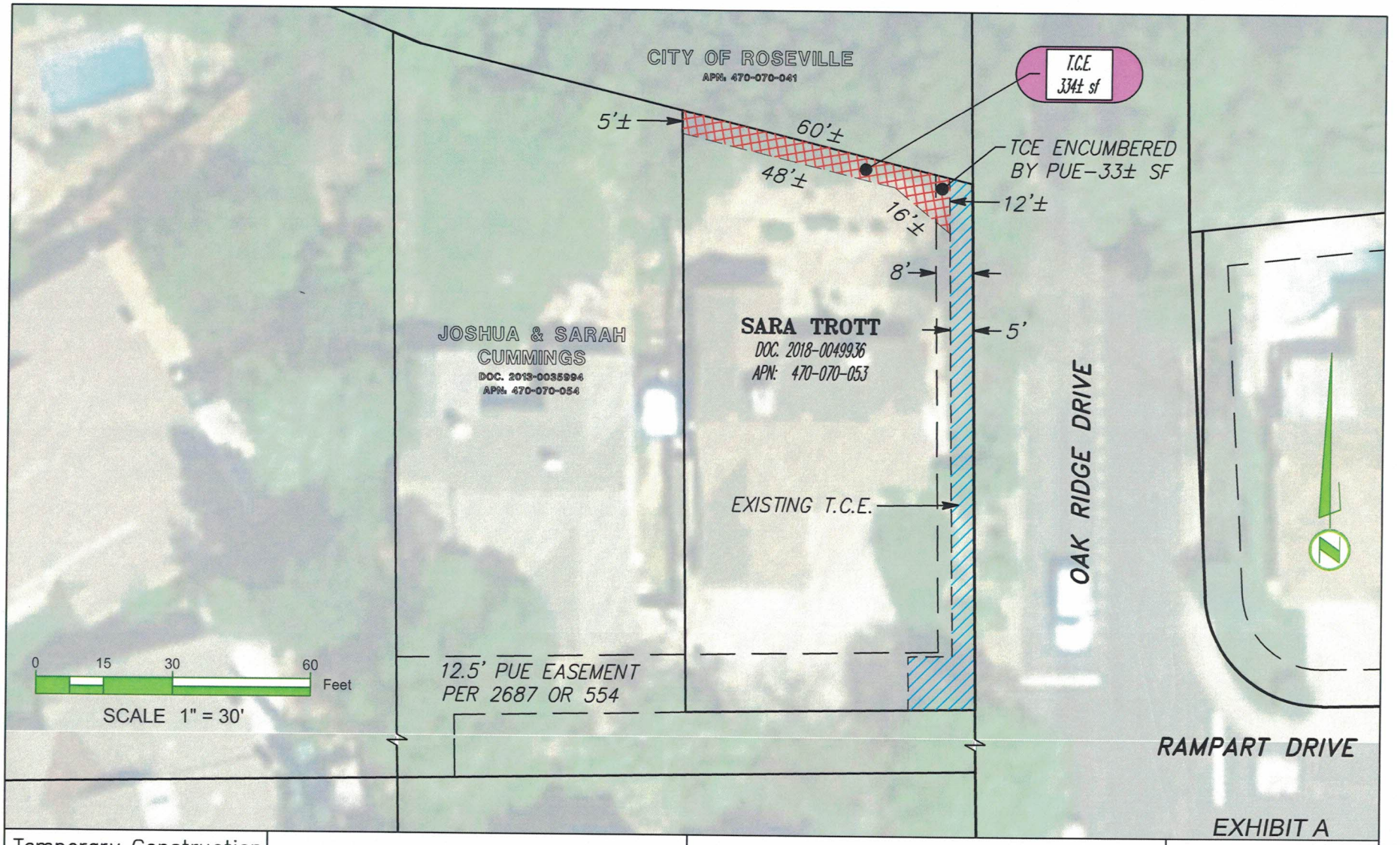
DATE: 10/28/2020

and

BY: _____

PRINT NAME: _____

DATE: _____



Temporary Construction Easement:

334± sf.

Scale: 1" = 30'
Date August 2020
Drawn By AD
Checked By SRM

Temporary Construction Easement

APN 470-070-053
In the City of Roseville
Placer County, California

MARK THOMAS
701 University Avenue #200
Sacramento,CA, 95825

CITY OF ROSEVILLE CALIFORNIA

COUNCIL COMMUNICATION

CC #: 1189
File #: 0721

Title:	Overall Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2021-2023
Contact:	Alison Winter 916-774-5365 awinter@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.22.

RECOMMENDATION TO COUNCIL

The Transportation Commission recommends that the City Council approve the proposed Overall Disadvantaged Business Enterprise (DBE) Goal of 0.02% for U.S. Department of Transportation (DOT) and Federal Transit Administration (FTA) assisted projects during the period of Federal Fiscal Year (FFY) 2021 through 2023.

BACKGROUND

Roseville Transit receives FTA funds for transit operations through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. We also receive FTA Section 5310 grant funds for the Mobility Management Program. As a recipient of U.S. DOT FTA funds, the City of Roseville is required to develop Overall Disadvantaged Business Enterprise Goals on FTA-assisted contracts. These regulations are intended to ensure that disadvantaged businesses are afforded the opportunity to compete fairly in any project, program, or service receiving federal assistance. Pursuant to FTA regulations and methodologies, staff prepared an Overall DBE Goal of 0.02% for federal fiscal years 2021 to 2023, which covers the period from October 1, 2020 through September 30, 2023.
FTA regulations require public review of the DBE goal. This was accomplished as follows:

- Public Notice of the proposed goal was published in local print media and online in English and Spanish, for a 45-day review period of October 2 to November 17, 2020. Public outreach included social media posts and emails to the City's Transit News subscribers that include interested parties such as local businesses, community members, and business associations.
- A separate Notice of Public Hearing was published for the Transportation Commission meeting of November 17, 2020.

City staff did not receive any comments on the proposed DBE goal and no comments were provided at the Transportation Commission meeting. After close of the public hearing, the Transportation Commission voted unanimously to recommend City Council approval of the DBE goal. Please see the Transportation Commission staff report provided as Attachment 1 for more information regarding the DBE program.

FISCAL IMPACT

Establishment of an Overall DBE Goal is required per FTA requirements in order to receive much-needed FTA funds. As noted above, FTA funds subject to the DBE goal include CARES Act funding for transit operations ($2,679,013) and FTA Section 5310 grant funds ($96,000) for the regional Mobility Management Program.

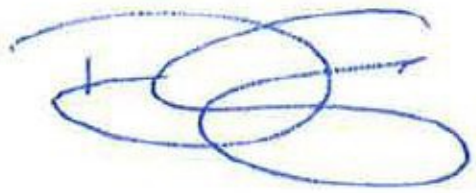
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The DBE Goal meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Alison Winter, Alternative Transportation Analyst

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-501

City of Roseville FTA Overall DBE Goal-Setting Methodology

Transportation Commission Staff Report

RESOLUTION NO. 20-501

ADOPTING THE CITY OF ROSEVILLE'S OVERALL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

WHEREAS, the City of Roseville is required to develop and submit an Overall DBE goal in compliance with requirements of the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA); and

WHEREAS, adoption of a DBE goal is a condition of receiving federal financial assistance; and

WHEREAS, staff has prepared an Overall DBE Goal of 0.02% for federal fiscal years (FFY) 2021 to 2023, which covers the period from October 1, 2020 through September 30, 2023; and

WHEREAS, the City Council has reviewed the City of Roseville's Overall DBE Goal for FFY 2021-2023.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it hereby adopts the City of Roseville's Overall Disadvantaged Business Enterprise Goal.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Federal Transit Administration (FTA) Overall DBE Goal-Setting Methodology

For

FFY 2021-2023
Goal Period

Submitted in fulfillment of:

Title 49 Code of Federal Regulations Part 26

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B. Bidders List 7
C. Disparity Study 7
D. Other Available Evidence 7
V. PROPOSED OVERALL DBE GOAL 7
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VII. PUBLIC PARTICIPATION AND FACILITATION 8

DBE GOAL METHODOLOGY

I. INTRODUCTION

The City of Roseville (City) herein sets forth its Overall Disadvantaged Business Enterprise (DBE) Goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal Year (FFY) goal period of 2021-2023 (October 1, 2020 through September 30, 2023), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 "Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs." The purpose of the DBE goal-setting process is to level the playing field so that DBEs can compete fairly for Department of Transportation-assisted contracts, however, the program must be narrowly tailored in accordance with applicable law.

II. BACKGROUND

The City is a recipient of U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA), funding. As a condition of receiving this assistance, the City signed an assurance that it will comply with FTA's DBE requirements. In accordance with Title 49 CFR Part 26 provisions: Participation by DBEs in USDOT Programs, the City is required to develop and submit a Triennial Overall DBE Goal for its FTA-assisted projects.

The City presents its Overall DBE Goal Methodology for FFY 2021-2023.

III. FTA-ASSISTED CONTRACTING PROGRAM FOR FFY 2021-2023

Table 1 represents the City's FTA-assisted contracting programs, which consists of two (2) projects considered in preparing this goal methodology.

Table 1: FTA-Assisted Projects FFY21/23

PROJECT NAME/DESCRIPTION	TOTAL ESTIMATED CONTRACTED COST
MV Transit Operations	$ 12,847,873
Mobility Management Program	$ 100,518
Total estimated expenditures on FTA-assisted contract	**$ 12,948,391**

Tables 2 and 3 provides a summary of the categories of work with estimated cost breakdown for each project. Categories of work are groups utilizing comparable North American Industry Classification System (NAICS) codes for purposes of weighting the categories of work based on operational budgets.

The MV Transit Operations project include contracted transit services and total estimated project cost is based on the existing contract between MV and the City. The contract began in 2017, with optional service years through FY 24/25. A breakdown by category and estimated expenses are shown below in Table 2.

Table 2: MV Transit Operations

CATEGORY OF WORK	NAICS CODES	ESTIMATED %	ESTIMATED FEDERAL $ BY NAICS
Electrical Contractors and Other Wiring Installation Contractors	238210	0.94%	$ 120,740.38
Other Services to Buildings and Dwellings	561790	0.63%	$ 80,509.61
Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	334220	0.56%	$ 72,342.12
Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	423430	0.36%	$ 46,419.96
Office supplies and stationery stores	453210	1.28%	$ 164,374.56
Cut and Sew Apparel Contractors	315210	0.17%	$ 21,812.34
Bus and other motor vehicle transit systems	485113	96.06%	$ 12,341,673.59
MV Transit Operations - TOTAL			**$ 12,847,872.56**

The Mobility Management Program (Section 5310) budget includes $149,802 in expenses for the two (2) year program. Of the program budget, $49,281 will be expended for staff time (direct costs) for a total of $100,518 in outside procurement. Due to the unique nature of a Mobility Management Program, it was difficult to ascertain a NAICS category; therefore, the contracted services portion of the program budget was allocated into to Temporary Help Services. The categories and estimated cost breakdown are shown below.

Table 3: Mobility Management Project Expenses

CATEGORY OF WORK	NAICS CODES	ESTIMATED % BY NAICS	ESTIMATED FEDERAL $ BY NAICS
Temporary Help Services	561320	92.04%	$ 92,518.00
Commercial Printing (except Screen and Books)	323111	4.97%	$ 5,000.00
Commercial Screen Printing	323113	2.98%	$ 3,000.00
Mobility Management Program Contract - TOTAL			**$ 100,518.00**

IV. GOAL METHODOLOGY

Step 1: Determination of a Base Figure (26.45)[1]

To establish the City's Base Figure of the relative availability of DBEs to all comparable firms (DBE and Non-DBE) available to bid or propose on City FTA-assisted contracting opportunities projected to be solicited during the triennial goal period, the City followed the prescribed federal methodology to determine

[1] 26.45 represents Title 49 CFR Part 26 regulatory goal setting methodology reference.

relative availability. This was accomplished by assessing the *California Unified Certification Program (CUCP) DBE Database of Certified Firms* and the 2018 *U.S. Census Bureau County Business Patterns Database* within the City's market area (defined as Placer and Sacramento Counties) for each of the categories of work defined in Tables 2 and 3.

The City's local market area consists of the geographic area where a substantial majority of contracting dollars are expended and/or where the substantial majority of contractor and subcontractor bids or quotes are located.

In accordance with the formula below, the Base Figure is derived by dividing the number of ready, willing and able DBE firms identified for each work category by the number of all firms identified for each corresponding work category (relative availability), weighting the relative availability for each work category by the corresponding work category weight from Table 2 (weighted ratio), and adding the weighted ratio figures together.

$$\text{Base Figure} = \sum \frac{(\text{Number of Ready,Willing and Able DBEs})}{\text{Number of All Ready,Willing and Able Firms}} \times weight \times 100$$

- ⇨ For the numerator: CUCP DBE Database of Certified Firms
- ⇨ For the denominator: 2012 U.S. Census Bureau's Business Patterns Database

A concerted effort was made to ensure that the scope of businesses included in the numerator was as close as possible to the scope included in the denominator.

The result of the Base Figure calculation for the MV Transit Operations is 0.01%, as shown in Table 4 as follows:

Table 4: MV Transit Operations Project Goal

CATEGORY OF WORK	DBES	ALL FIRMS	CATEGORY WEIGHT	WEIGHTED RATIO
Electrical Contractors and Other Wiring Installation Contractors	3	464	0.94%	0.01%
Other Services to Buildings and Dwellings	1	133	0.63%	0.00%
Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	0	3	0.56%	0.00%
Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	0	51	0.36%	0.00%
Office supplies and stationery stores	0	28	1.28%	0.00%
Cut and Sew Apparel Contractors	0	6	0.17%	0.00%
Bus and other motor vehicle transit systems	0	5	96.06%	0.00%
Base Figure (i.e., Sum of Weighted Ratios for all Work Categories)				**0.01%**

Using the same DBE Goal Methodology, a DBE project goal was estimated for the Mobility Management Program. The project goal is estimated at 1.48%.

Table 5: Mobility Management Program Goal

CATEGORY OF WORK	DBES	ALL FIRMS	CATEGORY WEIGHT	WEIGHTED RATIO
Temporary Help Services	3	464	92.04%	1.48%
Commercial Printing (except Screen and Books)	1	133	4.97%	0.00%
Commercial Screen Printing	0	48	2.98%	0.00%
Base Figure (i.e., Sum of Weighted Ratios for all Work Categories)				**1.48%**

The two FTA-assisted projects for FY 2021-2023 result in a total program expenditure of $13,606,690 on FTA-assisted contracts, of which the MV Transit Operational Expenses account for 99.22% and the Mobility Management Program accounts for 0.78% of the total. The weighted goals by project are shown below.

Table 6: DBE Program Goal

PROJECT NAME/DESCRIPTION	CATEGORY WEIGHT	TOTAL ESTIMATED PROJECT COST	PROJECT DBE GOAL	WEIGHTED DBE GOAL
Mv Transit Operations	99.22%	$ 12,847,872.56	0.01%	0.01%
Mobility Management Program	0.78%	$ 100,518.00	1.48%	0.01%
Total - -Overall DBE Goal and Expenditures		**$ 12,948,390.56**		**0.02%**

Step 2: Adjusting the Base Figure

Upon establishing the Base Figure, the City reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within the market area, in accordance with prescribed narrow tailoring provisions set forth under 49 CFR Part 26.45: Step 2; DBE Goal Adjustment guidelines.

Evidence considered in making an adjustment to the Base Figure included Past DBE Goal Attainments and Other Evidence, as follows:

A. Past DBE Goal Attainments

As historical DBE participation attainments provide demonstrable evidence of DBE availability and capacity to perform, the City proceeded to calculate past DBE participation attainments for the three (3) federal fiscal years, for which DBE attainment data is available. The table below reflects the demonstrated capacity of DBEs (measured by actual historical DBE participation attainments) on FTA-assisted contracts awarded by the City within the last three (3) federal fiscal years.

Table 4

FEDERAL FISCAL YEAR (FFY)	FTA DBE GOAL ATTAINMENT %
2018	1.1%
2019	0.0%
2020	0.0%

The City considered an adjustment to the Base Figure based on recent DBE goal attainments, however, the data does not warrant an adjustment at this time. During the 2018 reporting period, the Louis Orlando construction project achieved a total 1.1% DBE participation. Since no FTA-assisted construction projects are included in the current goal for FFY 2021-2023, this does not warrant an adjustment.

B. Bidders List

The City's bidders list does not provide sufficient data to date to justify an adjustment to the Base Figure. Bidders List information will continue to be collected on future procurements for the potential use in future DBE goal determinations.

C. Disparity Study

The City is not aware of any current disparity studies within their jurisdiction and/or market area to consider in this step of the goal setting analysis.

D. Other Available Evidence

The City is not in possession of other information that would have an impact on the DBE goal assessment.

V. PROPOSED OVERALL DBE GOAL

The City is currently operating a strictly race-neutral DBE Program. As such, the City will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The Final Proposed Overall DBE Goal for FFY 2021-2023 for the City's FTA-assisted contracts is 0.02%. As a part of the prescribed goal-setting methodology, the City must project the percentage of its Proposed Overall DBE Goal that can be met utilizing race-neutral and race-conscious measures.

Race-Conscious & Race-Neutral Projection

The City intends to continue to use race-neutral methods to meet the overall DBE goal of 0.02% for FFY 2021-2023 in accordance with Title 49 CFR Part 26.51.

RACE-CONSCIOUS & RACE-NEUTRAL PROJECTIONS	
DBE Adjusted Base Figure	0.02%
Race-Conscious Component	0.00%
Race-Neutral Component	0.02%

In order to ensure that the City's DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately.

VI. RACE-NEUTRAL IMPLEMENTATION MEASURES

The City is currently implementing a number of race- and gender-neutral remedies to outreach and promote the participation of DBEs and small businesses in the City's FTA-assisted contracting program. The City plans to continue or implement the following race-neutral measures for FFY 2021-2023 and will continue to explore other options for consideration based on the City's success in meeting its overall DBE goals based on these efforts. The City will:

- Arrange timely solicitation, times for the presentation of bids, quantities, specifications, and deliver schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundle large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces.
- Provide technical assistance and other services to small businesses, including DBE firms.
- Provide information and communication programs on contracting procedures and specific contract opportunities.
- Provide assistance to small businesses in overcoming limitations in obtaining bonding, lines of credit and building financing capital.
- Compile a City database of all firms who attend pre-bid/pre-proposal meetings, whether they elect to bid/propose on a project or not. The City will then use that database to further their Outreach efforts on future projects and related events.

Fostering Small Business Participation[2]

The City has incorporated a small business element into the DBE Program. An important part of the City's small business element is its outreach activities. These outreach efforts include active, effective steps to increase small business participation, such as soliciting bids/proposals from DBEs and small businesses, responding to requests for information, participating at pre-bid and pre-proposals meets, and participating at outreach and training events for DBEs and small businesses. The City will collaborate with regional resources by pooling resources and/or creating joint programs for review and approval by FTA.

VII. PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the market area were consulted and provided an opportunity to review the triennial goal analysis and provide input.

The City will issue a Public Notice in general circulation media and minority focused media publishing the Draft Proposed FTA Overall DBE Goal-Setting Methodology for FFY 2021-FFY 2023. The notice will inform the public that the proposed goal and rationale were available for inspection at the City's principal office during normal business hours for 45 days following the date of the Public Notice.

[2] See Title 49 CFR Part 26 Section 26.39 "Fostering Small Business Participation."

TRANSPORTATION COMMISSION COMMUNICATION

Title:	PUBLIC HEARING Overall Disadvantaged Business Enterprise Goal for Federal Fiscal Year (FFY) 2021-2023
Contact:	Alison Winter, Alternative Transportation Analyst (916) 774-5365 awinter@roseville.ca.us

Meeting Date: 11/17/2020
Item #: 6.2.

RECOMMENDATION

Staff recommends that the Transportation Commission:

- Open the public hearing and accept public comments; and
- Recommend the City Council approve the proposed Overall Disadvantaged Business Enterprise (DBE) Goal of 0.02% for U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) assisted projects during the period of Federal Fiscal Year (FFY) 2021 through 2023.

Adoption of an Overall DBE Goal is a requirement of any project, program, or service receiving federal financial assistance.

BACKGROUND

Recipients of DOT-FTA financial assistance for contracts are required to develop and submit an Overall Goal for those contracts. The DOT regulations related to DBE are intended to ensure that disadvantaged businesses are afforded the opportunity to compete fairly for DOT-assisted contracts.

The proposed overall DBE goal reflects staff's determination of the level of DBE participation expected absent the effects of discrimination. A discussion of the methodology for developing the goal is available in the City of Roseville FTA Overall DBE Goal-Setting Methodology. This methodology uses a two-step process to identify the relative availability of DBEs based on evidence of ready, willing, and able DBEs in relationship to all comparable businesses known to be available to compete in the City of Roseville's FTA-assisted contracts.

The Overall DBE Goal for FFY 2018 through 2020 of 3% expired September 30, 2020. During the 2018 FFY reporting period, the Louis Orlando construction project achieved a total of 1.1% DBE participation. DBE participation in FFYs 2019 and 2020 on City of Roseville FTA-assisted contracts was 0.0%.

In accordance with DBE regulations, staff proposes an Overall DBE Goal of 0.02% for FFY 2021 – 2023 (covering the period of October 1, 2020 through September 30, 2023). This proposed Overall DBE Goal was developed in conformance with the federally prescribed two-step methodology process. City of Roseville transportation programs on FTA-assisted contracts during FFY 2021-2023 include MV Transit Operations and the Mobility Management Program.

Roseville Transit's operations (provided under contract with MV Transportation) is receiving FTA funding support under the Coronavirus Aid, Relief, and Economic Security (CARES) Act that was adopted by the Federal Government earlier this year. The CARES Act included a total of $25 billion in FTA funding allocations to help the nation's public transportation systems respond to the COVID-19 pandemic. The City of Roseville received $2,679,013 of this FTA funding to offset increased operational costs and declining revenue streams. On October 21, 2020, the City Council authorized $1,847,759 in FTA revenue to the Transit Fund to address pandemic-related impacts in the current City fiscal year (July 1, 2020-June 30, 2021). The remaining balance of CARES Act funds ($831,254) will be available to address transit revenue shortfalls in the following fiscal year (July 1, 2021-June 30, 2022).

The Mobility Management Program (provided under contract with Paratransit, Inc.) is receiving FTA funding support through the FTA Section 5310 grant program. The City was awarded a competitive Section 5310 grant of $96,000, which will support the Mobility Management Program for two years beginning November of 2020.

Public Notice of the proposed goal was published in local print media and online in English and Spanish, making the document available following October 2, 2020 for review and comment. Public outreach included social media posts and emails to the City's Transit News subscribers that include interested parties such as local businesses, community members, and business associations. As of the date of this report no public comments have been received.

Respectfully Submitted,

Alison Winter, Alternative Transportation Analyst

Jason Shykowski, Public Works Director

ATTACHMENTS:

Description

Roseville FTA Proposed Overall DBE Goal Methodology

COUNCIL COMMUNICATION

CC #: 1173
File #: 0316-04

Title: 2020 Speed Limit Update
Contact: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.23.

RECOMMENDATION TO COUNCIL

This is a request to set the speed limits on certain roads in the City of Roseville. Two options are available for Council's consideration:

1. Approve the attached speed limit ordinance, or
2. Modify the attached speed limit ordinance as desired and adopt a modified speed limit ordinance. Roadway segments with lower speed limits than those recommended may not be radar enforceable.

Staff recommends option 1, approval of the attached speed limit ordinance.

BACKGROUND

State law establishes the process for setting speed limits for roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CaMUTCD) contain the guidelines and processes that must be followed in order to make speed limits radar enforceable. Certain roadways are assigned speed limits by default (called "prima facie" speed limits), such as 25 mph for residential streets and business districts, 15 mph in alleys, and 65 mph on all other roadways. Those do not require any kind of study as they are established by law. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions are required to conduct and approve an Engineering and Traffic Survey (ETS). An ETS is based on two factors; the measured 85thpercentile speed (that speed at which 85% of the traffic is traveling at or below) and whether or not "conditions not readily apparent to motorists" are present.

The California Department of Transportation (Caltrans) has an established set of standards and procedures for conducting an ETS. These standards require that for a speed limit to be radar enforceable, the posted speed limit should be set at the 5 mph increment nearest the 85th percentile speed. The recommended speed limit can be lowered an additional 5 mph if "conditions not readily apparent to motorists" are present. Conditions not readily apparent can be a variety of things such as an accident history, numerous driveways along the roadway, adjacent

land uses, bike lanes, etc. The CVC requires that speed surveys must be conducted every five to ten years, or when there is a major change to a roadway.

Staff has recently completed 21 ETS's (See Table 1). There are 6 new roadways surveyed, 14 surveys with no change recommended, and 1 proposed decrease. The proposed decrease is along Vernon St. from 25 mph to 15 mph due to the addition of on-street dining and numerous pedestrian crossings.

A summary of the speed surveys is shown in Table 1 and a copy of the complete set of speed surveys is available at the City Clerk's Office for Council's review. The CVC requires that posted speed limits be consistent with the results of the ETS to be radar enforceable. Public Works, Police, and the City Attorney are all in agreement that in order for the City to be in compliance with State law, posted speed limits need to be set using the State guidelines.

FISCAL IMPACT

The cost of changing the speed limit signs is included in existing operating budgets.

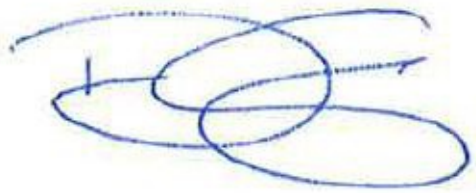
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

2020 Speed Limit ordinance (redline)

Table 1 - 2020 Speed Survey List

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 11.28.010 of Chapter 11.28 of Title 11 of the Roseville Municipal Code is hereby amended to read as follows:

11.28.10 Change in speed limits set by state law.

Pursuant to authority contained in Sections 22357 and 22358 of the Vehicle Code, the city council determines upon the basis of an engineering and traffic survey that the prima facie speed limits set forth in this section would facilitate the orderly movement of vehicular traffic and would be reasonable and safe, except when passing school grounds, and it is determined that a speed limit greater than those here after set forth would be more than is reasonable or safe. It is declared that the prima facie speed limits hereinafter set forth are established according to law:

1. Alexandra Drive:
   a. Between East Roseville Parkway and Secret Ravine Parkway, 35 mph;
2. All-America City Boulevard:
   a. Between Los Vegas Avenue and Washington Boulevard, 25 mph;
3. Angus Road:
   a. Between Fiddyment Road and Casa Sedona Drive, 35 mph;
4. Antelope Creek Drive:
   a. Between Galleria Boulevard and Creekside Ridge Drive, 30 mph,
   b. Between Creekside Ridge Drive and end, 30 mph;
5. Atkinson Street:
   a. Between ~~Foothills Boulevard~~Denio Loop and Church Street, 40 mph,
   b. Between ~~Foothills Boulevard~~Denio Loop and PFE, 45 mph;
6. Atlantic Street:
   a. Between Yosemite Street and Interstate 80, 40 mph;
7. Auburn Boulevard:
   a. Between Riverside and city limits, 35 mph;

8. Automall Drive: 30 mph;

9. Baseline Road:

   a. Between Foothills Boulevard and Fiddyment Road, 45 mph;

10. Berry Street:

   a. Between 156 Berry Street and Galleria Boulevard, 35 mph;

11. Blue Oaks Boulevard:

   a. Between Fiddyment Road and eastern city limits, 45 mph,

   b. Between Fiddyment Road and Hayden Parkway, 50 mph;

12. Bob Doyle Drive:

   a. Between Kennerleigh Parkway and Hayden Parkway, 35 mph;

13. Brady Lane:

   a. Between Vineyard Road and Baseline Road, 40 mph;

14. Brookstone Drive:

   a. Between Westbrook Boulevard (N) and Westbrook Boulevard (S), 30 mph;

15. Casa Sedona Drive:

   a. Between Angus Road and Crocker Ranch Road, 30 mph;

16. Central Park Drive:

   a. Between Fairway Drive and Highland Park Drive, 25 mph;

17. Chase Drive:

   a. Between Roseville Parkway and Heritage Drive, 30 mph;

18. Church Street:

   a. Between Atkinson Street and Washington Boulevard, 35 mph;

19. Cirby Hills Drive:

   a. Between Cirby Way and end, 30 mph;

20. Cirby Way:

   a. Between Foothills Boulevard and Old Auburn Boulevard, 40 mph;

21. Commerce Drive:

a. Vernon Street and Roseville Road, 35 mph;

22. Country Club Drive:

a. Between Baseline Road and Pleasant Grove Boulevard, 35 mph;

23. Crawford Parkway:

a. Between Schellhous Drive and Fiddyment Road, 35 mph;

~~23.~~24. Creekside Ridge Drive:

a. Between Roseville Parkway and end, 25 mph;

25. Crimson Ridge Way:

a. Between Woodcreek Oaks Boulevard and Roseville Parkway, 30 mph;

~~24.~~26. Crocker Ranch Road:

a. Between Blue Oaks Boulevard and Opal Drive, 35 mph;

~~25.~~27. Del Webb Boulevard:

a. Between Fiddyment Road and Blue Oaks Boulevard, 35 mph;

~~26.~~28. Diamond Creek Boulevard:

a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;

~~27.~~29. Douglas Boulevard:

a. Between Vernon Street and 1-80, 30 mph,

b. Between I-80 and Rocky Ridge, 35 mph,

c. Between Rocky Ridge Drive and Sierra College Boulevard, 45 mph;

~~28.~~30. Eastridge Drive:

a. Between Old Auburn Road and Weston Way, 30 mph;

~~29.~~31. East Roseville Parkway:

a. Between Taylor Road and Sierra College Boulevard, 45 mph,

b. Between Sierra College Boulevard and eastern City limits, 40 mph;

~~30.~~32. Estates Drive:

a. Between Folsom Road and Harding Boulevard, 25 mph;

~~31.~~33. Eureka Road:

a. Between Interstate 80 and Sierra College Boulevard, 40 mph;

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~~32.~~34. Fairway Drive:

a. Between northern city limits and Stanford Ranch Road, 40 mph;

~~33.~~35. Fiddyment Road:

a. Between Pleasant Grove Boulevard and northern city limits, 45 mph,

b. Between Pleasant Grove Boulevard and Baseline Road, 50 mph;

~~34.~~36. Fidelity Way:

a. Between Blue Oaks Boulevard and Freedom Way, 30 mph;

~~35.~~37. Folsom Road:

a. Between Vernon Street and Douglas Boulevard, 25 mph;

~~36.~~38. Foothills Boulevard:

a. Between Cirby Way and Blue Oaks Boulevard, 45 mph,

b. Between Blue Oaks Boulevard and northern city limits, 40 mph;

~~37.~~39. Freedom Way:

a. Between Industrial Avenue and Washington Boulevard, 40 mph;

~~38.~~40. Galilee Road:

a. Between Pleasant Grove Boulevard and Industrial Avenue, 35 mph;

~~39.~~41. Galleria Boulevard:

a. Between Harding Boulevard and Roseville Parkway, 45 mph,

b. Between Roseville Parkway and SR-65, 40 mph;

~~40.~~42. Gibson Drive:

a. Between Roseville Parkway (E) and Roseville Parkway (W), 40 mph;

~~41.~~43. Hallissy Drive:

a. Between Washington Boulevard and Pleasant Grove Boulevard, 30 mph;

~~42.~~44. Harding Boulevard:

a. Between Douglas Boulevard and Estates Drive, 30 mph,

b. Between Estates Drive and Lead Hill Boulevard, 35 mph,

c. Between Lead Hill Boulevard and Wills Road, 40 mph;

~~43.~~45. Hayden Parkway:

a. Between Fiddyment Road and Blue Oaks Boulevard, 35 mph;

~~44.~~46. Highland Park Drive:

a. Between Fairway Drive and Pleasant Grove Boulevard, 30 mph,

b. Between Pleasant Grove Boulevard and Stanford Ranch, 35 mph;

~~45.~~47. Hillsborough Drive:

a. Between East Roseville Parkway and Eureka Road, 35 mph;

48. Holt Parkway:

a. Between Fiddyment Road and Pruett Drive, 35 mph;

~~46.~~49. Industrial Avenue:

a. Between Northern city limits and Washington Boulevard, 45 mph;

~~47.~~50. Junction Boulevard:

a. Between Baseline Road and Foothills Boulevard, 45 mph,

b. Between Foothills Boulevard and Washington Boulevard, 40 mph;

~~48.~~51. Kennerleigh Parkway:

a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 35 mph;

~~49.~~52. Kemoy Lane:

a. Between Riverside Avenue and end, 25 mph;

~~50.~~53. Lead Hill Boulevard:

a. Between Harding Boulevard and North Sumise Avenue, 35 mph,

b. Between North Sunrise Avenue and East Roseville Parkway, 40 mph;

~~51.~~54. Main Street:

a. Between Foothills Boulevard and Porter Drive, 35 mph;

~~52.~~55. Market Street:

a. Between Pleasant Grove Boulevard and westerly end, 35 mph;

~~53.~~56. McAnally Drive:

a. Between Foothills Boulevard and Woodcreek Oaks Boulevard, 35 mph;

~~54.~~57. Melody Lane:

a. Between Cirby Way and West Whyte Avenue, 35 mph;

~~55.~~58. Miners Ravine Drive:

a. Between Sierra College Boulevard and Copperleaf Street, 30 mph;

~~56.~~59. Monument Drive:

a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 30 mph;

~~57.~~60. New Meadow Drive:

a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;

~~58.~~61. Niblick Drive:

a. Between Blue Oak Boulevard and end, 35 mph;

~~59.~~62. North Cirby Way:

a. Between Thistle Down Drive and East Roseville Parkway, 35 mph;

63. North Hayden Parkway:

a. Between Fiddyment Road and Hollis Way, 35 mph;

~~60.~~64. Northpark Drive:

a. Between Woodcreek Oaks Boulevard and Parkside Drive, 30 mph;

~~61.~~65. North Sunrise Avenue:

a. Between Douglas Boulevard and Lead Hill Boulevard, 35 mph,

b. Between Lead Hill Boulevard and East Roseville Parkway, 40 mph;

~~62.~~66. Oak Crest Drive:

a. Between Alexandra Drive and Frensham Drive, 25 mph;

~~63.~~67. Old Auburn Road:

a. Between South Cirby and the easterly city limit line, 45 mph,

b. Between Sierra College Boulevard and East Roseville Parkway, 35 mph,

c. Between South Cirby and the southern city limit line, 35 mph;

~~64.~~68. Old Washington Blvd:

a. Between Atlantic Street and Republican Alley, 15 mph;

~~65.~~69. Olympus Drive:

a. Between Professional Drive and East Roseville Parkway, 30 mph,

b. Between East Roseville Parkway and Sierra College Boulevard, 40 mph;

~~66.~~70. Opal Drive:

a. Between Crocker Ranch Road and Parkside Way, 35 mph;

~~67.~~71. Opportunity Drive:

a. Vineyard Road and end, 30 mph;

~~68.~~72. Orchard View Road:

a. Between Blue Oaks Boulevard and Harcourt Way, 30 mph;

~~69.~~73. Orlando Avenue:

a. Between Cirby Way and Riverside Avenue/Auburn Boulevard, 40 mph;

~~70.~~74. Painted Desert Drive:

a. Between Prairie Woods and Woodcreek Oaks, 30 mph;

~~a.~~b. Between Woodcreek Oaks Boulevard and Roseville Parkway, 35 mph;

~~71.~~75. Parkhill Drive:

a. Between McLaren Drive and East Roseville Parkway, 35 mph;

~~72.~~76. Parkside Drive:

a. Between Opal Drive and Diamond Creek Boulevard, 35 mph,

b. Between Diamond Creek and McCloud Way, 25 mph,

c. Between McCloud Way and New Meadow Drive; 35 mph;

~~73.~~77. Park Regency Drive:

a. Between Hiawatha Drive and Junction Boulevard, 30 mph,

b. Between Junction Boulevard and Casterbridge Drive, 35 mph;

~~74.~~78. P.F.E. Road:

a. Between Atkinson Street and the western city limits, 45 mph;

~~75.~~79. Phillip Road:

a. Between Westpark Drive and end, 40 mph;

~~76.~~80. Pioneer Road:

a. Between Pleasant Grove Boulevard and Trehowell Drive, 30 mph;

~~77.~~81. Pleasant Grove Boulevard:

a. Between western city limits and Rocklin city limits, 45 mph;

~~78.~~82. Prairie Woods Way:

a. Between Blue Oaks and Painted Desert, 30 mph;

~~79.~~83. Professional Drive:

a. Between Rocky Ridge Drive and Olympus Drive, 30 mph;

~~80.~~84. Reserve Drive:

a. Between Diamond Oaks Road and Roseville Parkway, 25 mph,

b. Between Diamond Oaks Road and Berry Street, 35 mph

~~81.~~85. Riverside Avenue:

a. Between I-80 and Darling Way, 35 mph,

b. Between Darling Way and Douglas Boulevard, 25 mph;

~~82.~~86. Rocky Ridge Drive:

a. Between East Roseville Parkway and Cirby Way, 40 mph;

~~83.~~87. Roseville Parkway:

a. Between Washington Boulevard and Taylor Road, 45 mph;

~~84.~~88. Roseville Road:

a. Between Cirby Way and the southern city limits, 45 mph;

~~85.~~89. Santa Clara Drive:

a. Between Douglas Boulevard and Sierra Gardens Drive, 30 mph;

~~86.~~90. Scarborough Drive:

a. Between Secret Ravine Parkway and northern city limits, 40 mph;

~~87.~~91. Secret Ravine Parkway:

a. Between East Roseville Parkway and Sierra College Boulevard, 45 mph;

92. Schellhous Drive:

a. Between Holt Parkway and Cumberland Loop, 25 mph;

~~88.~~93. Sierra Boulevard:

a. Between Roseville Street and Alta Vista, 30 mph;

~~89.~~94. Sierra College Boulevard:

a. Between Olympus Drive and Old Auburn Road, 45 mph,

b. Between Olympus and city limits, 50 mph;

~~90.~~95. Sierra Gardens Drive:

a. Between Douglas Boulevard and North Sunrise Avenue, 30 mph;

~~91.~~96. South Cirby Way:

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a. Between Rocky Ridge Drive and Old Auburn Road, 40 mph;

~~92.~~97. Stanford Ranch Road:

a. Between Highway 65 and northern city limits, 40 mph;

~~93.~~98. Stone Point Drive:

a. Between North Sunrise and Rocky Ridge Drive, 35 mph;

~~94.~~99. Sun City Boulevard:

a. Between Pleasant Grove Boulevard and Del Webb Boulevard, 35 mph;

~~95.~~100. Sunrise Avenue:

a. Between Douglas Boulevard and Cirby Way, 35 mph,

b. Between Cirby Way and city limits, 40 mph;

~~96.~~101. Taylor Road:

a. Between Eureka Road and northern city limits, 45 mph;

~~97.~~102. Trehowell Drive:

a. Between Chase Drive and Pioneer Road, 30 mph;

~~98.~~103. Trestle Road:

a. Between Roseville Parkway and Hallissy Drive, 25 mph;

~~99.~~104. Vernon Street:

a. Between Folsom Road and Lincoln Street,~~Riverside Avenue,~~ 25 mph,

b. Between Lincoln Street and South Grant Street, 15 mph,

~~a.~~c. Between South Grant Street and Riverside Avenue, 25 mph,

~~b.~~d. Between Riverside Avenue and 6th Street, 35 mph,

~~c.~~e. Between 6th Street and Cirby Way, 40 mph;

~~100.~~105. Village Green Drive:

a. Between Fiddyment Road and Bob Doyle Drive, 35 mph;

~~101.~~106. Vineyard Road:

a. Between Atkinson Street and Brady Lane, 40 mph;

~~102.~~107. Washington Boulevard:

a. Between Oak Street and Elefa Street, 35 mph,

b. Between Elefa Street and Blue Oaks Boulevard, 45 mph;

~~103.~~108. Westbrook Boulevard:

a. Between Pleasant Grove Boulevard and Payson Avenue, 40 mph;

~~104.~~109. Westhills Drive:

a. Between Fiddyment Road and Morningstar Drive, 35 mph;

~~105.~~110. Westpark Drive:

a. Between Phillip Road and Bickleigh Loop, 45 mph,

b. Between Bickleigh Loop and Bob Doyle Drive, 35 mph;

~~106.~~111. Woodcreek Oaks Boulevard:

a. Between Baseline Road and Homcastle Avenue, 40 mph,

b. Between Horncastle Avenue and Blue Oaks Boulevard, 45 mph;

c. Between Blue Oaks Boulevard and northern city limits, 40 mph;

~~107.~~112. Yosemite Street:

a. Between Atlantic Street and Shasta Street, 25 mph.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

TABLE 1

Street	From	To	Existing Speed Limit	Current 85th	Previous 85th	Proposed Speed Limit
Proposed Decreases						
Vernon Street	South Grant Street	Lincoln Street	25	20.0	30.1	15
New Survey						
Crawford Pkwy	Schellhous Drive	Fiddyment Road	N/A	37.0	N/A	30
Crimson Ridge	Woodcreek Oaks Boulevard	Roseville Parkway	N/A	34.5	N/A	30
Holt Parkway	Fiddyment Road	Pruett Drive	N/A	35.5	N/A	35
North Hayden Parkway	Fiddyment Road	Hollis Way	N/A	42.0	N/A	35
Painted Desert	Woodcreek Oaks Boulevard	Roseville Parkway	N/A	38.5	N/A	35
Schellhous Drive	Holt Parkway	Cumberland Drive	N/A	32.0	N/A	25
No Change						
Atkinson St.	Denio Loop	PFE Road	45	48.7	50.0	45
Del Webb Boulevard	Fiddyment Road	Goose Meadows Way	35	39.3	41.5	35
Del Webb Boulevard	Goose Meadows Way	Blue Oaks Boulevard	35	37.3	41.0	35
Fiddyment Rd.	Baseline Road	Pleasant Grove Boulevard	50	53.7	56.8	50
Foothills Boulevard	Pleasant Grove Boulevard	Blue Oaks Boulevard	45	49.5	50.9	45
Foothills Boulevard	Baseline Road	McAnally Drive	45	48.7	47.1	45
Galilee Rd.	Pleasant Grove Boulevard	Industrial Avenue	35	39.5	42.0	35
Parkside Way	Opal Drive	Diamond Creek Boulevard	35	39.5	38.8	35
Pleasant Grove Boulevard	Fiddyment Road	Sun City Boulevard	45	49.3	51.6	45
Pleasant Grove Boulevard	Woodcreek Oaks Boulevard	Sun City Boulevard	45	48.9	48.7	45
Prairie Woods Way	Blue Oaks Boulevard	Painted Desert Drive	30	32.0	34.0	30
Riverside Avenue	Darling Way	I-80	35	42.1	42.2	35
Riverside Avenue	Douglas Boulevard	Darling Way	25	28.7	28.7	25
South Cirby Way	Rocky Ridge Drive	Old Auburn Road	40	45.6	44.7	40

COUNCIL COMMUNICATION

CC #: 1167
File #: 0201-01 & 0203-06

Title:	Electronic Document Management Software Replacement - Budget Adjustment
Contact:	Robin Bernhard 916-774-5127 rbernhard@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt an ordinance authorizing a budget adjustment to augment the budget for the Electronic Document Management Software Replacement project.

BACKGROUND

On November 18, 2020, the City Council authorized the City Manager to execute a contract purchase agreement with NEKO for the replacement of Electronic Document Management Software (Resolution No. 20-464). The first year cost of the agreement, including contingencies, totaled $284,220. The City Council Communication noted that staff would return to City Council with a separate budget adjustment to fully fund the first year of the agreement by increasing the project budget by $54,280 from $230,000 to $284,280.

FISCAL IMPACT

The recommended budget adjustment will increase the Electronic Document Management Software Replacement project (500038) by $54,280 from $230,000 to $284,280. The funding for this increase will come from available resources in the Information Technology Replacement Fund (4105). This budget adjustment will not impact the General Fund.

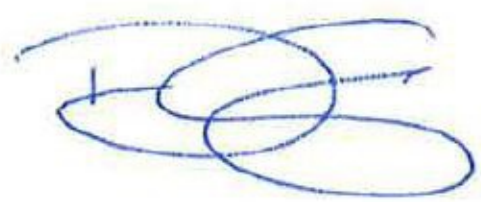
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of the budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Robin Bernhard, Sr. Business Systems Analyst

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6314

ORDINANCE NO. 6314

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended as listed on the attached budget adjustment for Electronic Document Management Software Replacement.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1185
File #: 0900-04-02

Title:	Washington Boulevard/Andora Bridge Widening Project Phase 1 – Mitigation Credit Agreements and Budget Adjustment
Contact:	Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the following actions for the Washington Andora Widening Project (Phase 1: Washington Blvd Bikeway and Pedestrian Pathways Project):

1. Adopt a resolution to approve the attached Agreement for Sale of Mitigation Credits from the Bullock Bend Mitigation Bank, Westervelt, Inc. in the amount of $120,000 as mitigation for impacts to riparian habitat associated with the project, and authorize the City Manager to execute it; and

2. Adopt a resolution to approve the attached Agreement for Sale of Mitigation Credits from the River Ranch Wetlands Mitigation Bank, Wildland, Inc. in the amount of $15,400 as mitigation for impacts to wetland habitat associated with the project, and authorize the City Manager to execute it; and

3. Adopt an ordinance approving a budget adjustment in the amount of $135,400 to fund the agreements.

BACKGROUND

In 2017, the City was programmed for an Active Transportation Program (ATP) Cycle 3A grant for $2 million to fund the bicycle and pedestrian improvements associated with the Washington/Andora Widening Project CIP. As adequate funding is not yet available for the full project, the project was divided into two phases. By dividing the project into two phases the City was able to retain the programmed ATP funding for Phase 1.

Phase 1 of the project widens Washington Boulevard from Sawtell Road to just north of Kaseberg Drive and from just north of the Andora Underpass to Pleasant Grove Boulevard. The project also constructs a multi-use path on the east side of Washington Boulevard from All America City Boulevard to the existing path at the Andora Union Pacific Railroad (UPRR) Undercrossing. Installation of a new traffic signal at Kaseberg and improvements to pedestrian

and bicycle facilities, including modifications to existing traffic signals along Washington Blvd between the Andora UPRR Undercrossing and Pleasant Grove Blvd, are also included.

Sale of Mitigation Credits

In October of 2019, City Council approved the Final Environmental Impact Report (FEIR) for the Washington Boulevard/Andora Bridge Improvement Project (both Phases). The project has been designed to minimize effects on biological resources. However, construction of the road widening, multi-use path, and extension of culverts will cause effects to riparian and wetland habitat. Accordingly the City obtained permits for Phase 1 from the California Department of Fish and Wildlife (CDFW), the U.S. Army Corps of Engineers (USACE), and the Regional Water Quality Board (RWQB).

To compensate for Phase 1 project impacts to riparian habitat, the City is required to purchase credits at a CDFW approved mitigation bank. The City is to purchase credits at a 3:1 ratio (3 acres of riparian habitat credit for every 1 acre of impact), which requires purchasing a total of 0.75 acres of riparian habitat credits. Bullock Bend Mitigation Bank will provide 0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits for the riparian habitat with a purchase price of $120,000.

To compensate for the Phase 1 permanent loss of 0.108 acre of waters of the United States and waters of the State, the City will purchase wetland credits at an agency approved mitigation bank. The wetland compensation ratio is 1:1 ratio (1 acre of wetland habitat credit for every 1 acre of impact). Mitigation banks sell credits in increments of 0.01, therefore, the credit purchase has been rounded up to 0.11 to fulfill the purchase requirements. Wildlands, Inc. will provide 0.11 credits for the wetland habitat with a purchase price of $15,400.

The project is anticipated to begin construction in the spring of 2021. Mitigation credits are to be purchased prior to construction to meet the obligations of the permits. The attached resolutions authorize the City Manager to execute the agreements.

FISCAL IMPACT

The recommended budget adjustment allocates funding for the purchase of mitigation credits at a total cost of $135,400. The mitigation credit purchase is funded by $51,452 from Traffic Mitigation Fees and $83,948 from Local Transportation Funds. The allocation was determined based on environmental impact areas associated with widening of the roadway to its ultimate configuration, and bikeway and pedestrian pathway specific improvements. No General Fund resources will be used for this project.

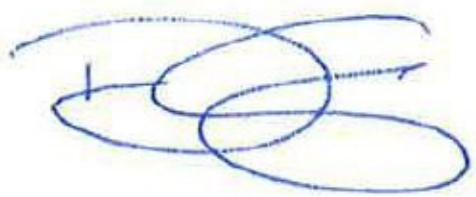
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). The proposed purchase of riparian and wetland mitigation credits does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA compliance for the Washington Andora Widening Project Phase 1 and Phase 2 was completed in October 2019.

Respectfully Submitted,

Beth Taylor, Assistant Engineer

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Location Map

Resolution 20-497

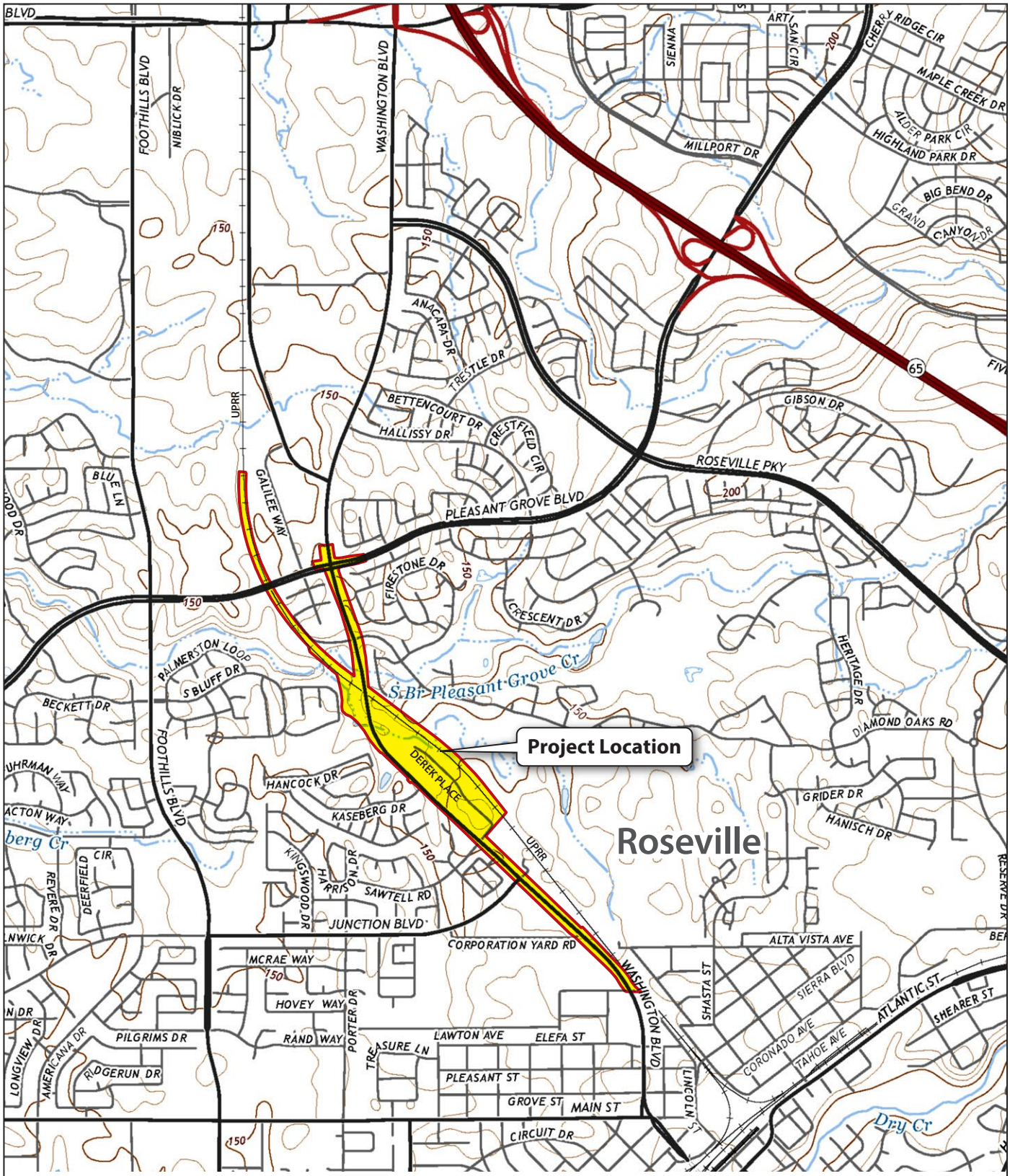
Westervelt Agreement for Sale of Mitigation Credits

Resolution No. 20-498

Wildlands Agreement for Sale of Mitigation Credits

Ordinance 6315

Budget Adjustment



Scale = 1:24,000

Base Map: US Topo 7.5' series Roseville, California quadrangle (2015)

Graphics ... 00274.16 (5-15-2019)

Washington Boulevard/Andora Bridge Widening Project
Phase 1: Washington Blvd Bikeway and Pedestrian Pathway Project
Location Map

RESOLUTION NO. 20-497

APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WESTERVELT ECOLOGICAL SERVICES, LLC AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Mitigation Credits, Bullock Bend Mitigation Bank, to implement the Washington Boulevard/Andora Bridge Widening Project, Phase 1, by, by and between Westervelt Ecological Services, LLC Bank and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT FOR SALE OF MITIGATION CREDITS

This Agreement is entered into this _____ day of _____, 20____, by and between Westervelt Ecological Services, LLC ("Bank Owner"), owner of the Bullock Bend Mitigation Bank ("Bank"), and City of Roseville, a municipal corporation ("Project Applicant"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Bullock Bend Mitigation Bank located in Yolo County, California; and

B. The Bank was approved by National Oceanic & Atmospheric Administration Fisheries ("NOAA"), U.S. Army Corps of Engineers ("Corps"), U.S. Environmental Protection Agency ("EPA"), U.S. Fish and Wildlife Service ("USFWS"), and California Department of Fish and Wildlife ("CDFW") (jointly referred to as "Resource Agencies") on June 30th, 2016, and is currently in good standing with these agencies; and

C. The Bank has received approval from the Resource Agencies to offer 'salmonid' Credits for sale as compensation for the loss of either Chinook salmon (*Oncorhynchus tshawytscha*) and steelhead (*Oncorhynchus mykiss*) plus their habitat, Credits for Swainson's hawk (*Buteo swainsoni*) plus its habitat, Credits for riparian habitat, and Credits for "Other Waters of the U.S." as compensation for impacts to wetlands regulated by the federal and State Endangered Species Acts, the federal Fish and Wildlife Coordination Act, and the federal Clean Water Act, through the *Bullock Bend Mitigation Bank Enabling Instrument* ("Bank Agreement"); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact riparian habitat, and seeks to compensate for the loss of riparian habitat by purchasing Credits from the Bank; and

E. Project Applicant has been authorized by the CDFW, File No. 1600-2020-0013-R2 to purchase from the Bank **0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits** upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant **0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits**.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Owner **0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits** for the purchase price of **$120,000.00**. Bank Owner will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check payable to Westervelt Ecological Services, LLC, or, at the option of Bank Owner, wire transfer of funds according to written instructions by Bank Owner to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph D above, the Bank Owner shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) NOAA File Number (if applicable); vi) Corps File Number (if applicable); vii) USFWS File Number (if applicable); viii) CDFW File Number (if applicable); ix) Total Number of Credits Authorized to Sell; x) Total Number of Credits Sold to Date (inclusive); and xi) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK OWNER:

Westervelt Ecological Services, LLC

By: _____ Date: 10-2-2020

PROJECT APPLICANT:

City of Roseville, a municipal corporation

By: _____ Date: _____

Exhibit "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

CDFW Permit #: 1600-2020-0013-R2

Washington Boulevard/Andora Bridge Improvement Project – Phase 1, Placer County, California

The improvement project is located between Sawtell Road and Pleasant Grove Boulevard, along Washington Boulevard and Union Pacific Railroad's (UPRR) Andora bridge, Latitude 38.767632°, Longitude -121.301758°, in the City of Roseville, Placer County, California.

The project is limited to the replacement of three existing culverts and installation of one new double culvert to support road widening and bike/pedestrian path construction along a 1.45-mile section of Washington Boulevard. A 0.85-mile, two-lane section of Washington Boulevard between Sawtell Road and Pleasant Grove Boulevard will be widened to four lanes, and an existing on-street bike path on the east side of Washington Boulevard will be extended from a point approximately 150 feet south of Diamond Oaks Road to All-America City Boulevard.

*****

Exhibit "B"

BILL OF SALE

CDFW Permit #: 1600-2020-0013-R2

In consideration of **$120,000.00**, receipt of which is hereby acknowledged, *Westervelt Ecological Services, LLC* ("Bank Owner"), does hereby bargain, sell and transfer to City of Roseville, a municipal corporation ("Project Applicant"), **0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits** in the *Bullock Bend Mitigation Bank* in Yolo County, California, developed, and approved by the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, NOAA Fisheries, and California Department of Fish and Wildlife.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Owner covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Westervelt Ecological Services, LLC

By: _____

Bullock Bend Mitigation Bank

MITIGATION CREDITS: PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: City of Roseville

Address: 311 Vernon Street
Roseville, CA 95678

Telephone: (916) 774-5536

Contact: Terri Shirhall

PROJECT INFORMATION

Project Description: Washington Boulevard/Andora Bridge Improvement Project – Phase 1

Agency File Number's: Notification No. 1600-2020-0013-R2

Species/Habitat Affected: Riparian Habitat

Credits to be Purchased: **0.75 Salmonid/Floodplain Riparian/SWHA Nesting Buffer (Enhanced) credits**

Payment Amount: $120,000.00

Project Location: The project is located at four crossings of Sierra View Tributary and unnamed tributaries to South Branch Pleasant Grove Creek, in the County of Placer, State of California; within portions of Sections 27, 28, and 34, Township 47E, Range 11N, U.S. Geological Survey (USGS) map 'Roseville', Mt. Diablo base and meridian.

County/Address: City of Roseville, Placer County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC

Payer: City of Roseville

Amount: One hundred twenty thousand and 00/100 dollars

Method of payment:Cash _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

Name: _____ Title: _____

RESOLUTION NO. 20-498

APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WILDLANDS, INC. AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Mitigation Credits, River Ranch Wetlands Mitigation Bank, to implement the Washington Boulevard/Andora Bridge Widening Project, Phase 1, by and between Wildlands, Inc. Bank and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT FOR SALE OF MITIGATION CREDITS
RIVER RANCH WETLANDS MITIGATION BANK

USACE File No. SPK-2018-00108
CDFW File No. 1600-2020-0013-R2
RWQCB WDID# 5A31CR00524

This Agreement is entered into this _____ day of _____, 2020, by and between **WILDLANDS, INC.**, a Delaware corporation ("Bank Owner") and **CITY OF ROSEVILLE**, a municipal corporation ("Project Applicant"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the River Ranch Wetlands Mitigation Bank ("Bank") located in Yolo County, California; and

B. The Bank was approved by the U.S. Army Corps of Engineers ("USACE"), the California Department of Fish and Wildlife ("CDFW"), and the U.S. Environmental Protection Agency ("USEPA") (collectively, the "IRT") and is currently in good standing with these agencies; and

C. The Bank has received approval from the IRT to offer freshwater marsh complex and jurisdictional riparian creation credits for sale as compensation for the loss of waters of the United States and certain protected species through the River Ranch Wetlands Mitigation Bank Enabling Instrument ("Bank Agreement"); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact waters of the United States, and seeks to compensate for the loss of waters of the United States by purchasing compensatory credits from Bank; and

E. Project Applicant has been authorized by CDFW File No. 1600-2020-0013-R2 and by the Regional Water Quality Control Board ("RWQCB") under WDID No. 5A31CR00524 to purchase 0.11 freshwater marsh complex credits from Bank to compensate for the loss of waters of the United States; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 0.11 freshwater marsh complex credits at Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby agrees to sells to Project Applicant and Project Applicant hereby agrees to purchase from Bank Owner 0.11 freshwater marsh complex credits (the "Credits") for the purchase price of $15,400.00 ("Purchase Price"). The Purchase Price for the Credits shall be paid by wire transfer of funds or by check payable to "**Wildlands, Inc.**" Upon receipt of the Purchase Price, Bank Owner will deliver to Project Applicant an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void and Bank Owner shall have no further obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK OWNER:

WILDLANDS, INC., a Delaware corporation

By: _____ Date: 10/5/2020
Name: Joe Sanderson
Its: Managing Director

By: _____ Date: 10/5/2020
Name: Carolyn Seabolt
Its: Managing Director

PROJECT APPLICANT:

CITY OF ROSEVILLE, a municipal corporation

By: _____ Date: _____
Name:
Its:

Exhibit "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

The Project is limited to the replacement of three existing culverts and installation of one new double culvert to support road widening and bike/pedestrian path construction along a 1.45-mile section of Washington Boulevard. A 0.85-mile, two-lane section of Washington Boulevard between Sawtell Road and Pleasant Grove Boulevard will be widened to four lanes, and an existing on-street bike path on the east side of Washington Boulevard will be extended from a point approximately 150 feet south of Diamond Oaks Road to All-America City Boulevard.

The improvement project is located between Sawtell Road and Pleasant Grove Boulevard, along Washington Boulevard and Union Pacific Railroad's (UPRR) Andora bridge, Latitude 38.767632°, Longitude -121.301758°, in the City of Roseville, Placer County, California.

*****

Exhibit "B"

BILL OF SALE
Contract # RRWMB-20-___

USACE File No. SPK-2018-00108
CDFW File No. 1600-2020-0013-R2
RWQCB WDID# 5A31CR00524

In consideration of $15,400.00, receipt of which is hereby acknowledged, **WILDLANDS, INC.**, a Delaware corporation ("Bank Owner") does hereby bargain, sell and transfer to **CITY OF ROSEVILLE**, a municipal corporation ("Project Applicant"), 0.11 freshwater marsh complex credits for the Washington Boulevard/Andora Bridge Improvement (Phase 1) Project in the River Ranch Wetlands Mitigation Bank in Yolo County, California, developed, and approved by the U.S. Army Corps of Engineers, the California Department of Fish and Wildlife, and the U.S. Environmental Protection Agency.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

WILDLANDS, INC., a Delaware corporation

By: _____
Name:
Its:

AGREEMENT FOR SALE OF MITIGATION CREDITS
RIVER RANCH WETLANDS MITIGATION BANK

USACE File No. SPK-2018-00108
CDFW File No. 1600-2020-0013-R2
RWQCB WDID# 5A31CR00524

This Agreement is entered into this _____ day of _____, 2020, by and between **WILDLANDS, INC.**, a Delaware corporation ("Bank Owner") and **CITY OF ROSEVILLE**, a municipal corporation ("Project Applicant"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the River Ranch Wetlands Mitigation Bank ("Bank") located in Yolo County, California; and

B. The Bank was approved by the U.S. Army Corps of Engineers ("USACE"), the California Department of Fish and Wildlife ("CDFW"), and the U.S. Environmental Protection Agency ("USEPA") (collectively, the "IRT") and is currently in good standing with these agencies; and

C. The Bank has received approval from the IRT to offer freshwater marsh complex and jurisdictional riparian creation credits for sale as compensation for the loss of waters of the United States and certain protected species through the River Ranch Wetlands Mitigation Bank Enabling Instrument ("Bank Agreement"); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact waters of the United States, and seeks to compensate for the loss of waters of the United States by purchasing compensatory credits from Bank; and

E. Project Applicant has been authorized by CDFW File No. 1600-2020-0013-R2 and by the Regional Water Quality Control Board ("RWQCB") under WDID No. 5A31CR00524 to purchase 0.11 freshwater marsh complex credits from Bank to compensate for the loss of waters of the United States; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 0.11 freshwater marsh complex credits at Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby agrees to sells to Project Applicant and Project Applicant hereby agrees to purchase from Bank Owner 0.11 freshwater marsh complex credits (the "Credits") for the purchase price of $15,400.00 ("Purchase Price"). The Purchase Price for the Credits shall be paid by wire transfer of funds or by check payable to "**Wildlands, Inc.**" Upon receipt of the Purchase Price, Bank Owner will deliver to Project Applicant an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void and Bank Owner shall have no further obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK OWNER:

WILDLANDS, INC., a Delaware corporation

By: _____ Date: 10/5/2020
Name: Joe Sandgren
Its: Managing Director

By: _____ Date: 10/5/2020
Name: Carolyn Seabolt
Its: Managing Director

PROJECT APPLICANT:

CITY OF ROSEVILLE, a municipal corporation

By: _____ Date: _____
Name:
Its:

Exhibit "A"

DESCRIPTION OF PROJECT
TO BE
MITIGATED

The Project is limited to the replacement of three existing culverts and installation of one new double culvert to support road widening and bike/pedestrian path construction along a 1.45-mile section of Washington Boulevard. A 0.85-mile, two-lane section of Washington Boulevard between Sawtell Road and Pleasant Grove Boulevard will be widened to four lanes, and an existing on-street bike path on the east side of Washington Boulevard will be extended from a point approximately 150 feet south of Diamond Oaks Road to All-America City Boulevard.

The improvement project is located between Sawtell Road and Pleasant Grove Boulevard, along Washington Boulevard and Union Pacific Railroad's (UPRR) Andora bridge, Latitude 38.767632°, Longitude -121.301758°, in the City of Roseville, Placer County, California.

*****

Exhibit "B"

BILL OF SALE
Contract # RRWMB-20-___

USACE File No. SPK-2018-00108
CDFW File No. 1600-2020-0013-R2
RWQCB WDID# 5A31CR00524

In consideration of $15,400.00, receipt of which is hereby acknowledged, **WILDLANDS, INC.**, a Delaware corporation ("Bank Owner") does hereby bargain, sell and transfer to **CITY OF ROSEVILLE**, a municipal corporation ("Project Applicant"), 0.11 freshwater marsh complex credits for the Washington Boulevard/Andora Bridge Improvement (Phase 1) Project in the River Ranch Wetlands Mitigation Bank in Yolo County, California, developed, and approved by the U.S. Army Corps of Engineers, the California Department of Fish and Wildlife, and the U.S. Environmental Protection Agency.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

WILDLANDS, INC., a Delaware corporation

By: _____
Name:
Its:

ORDINANCE NO. 6315

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended as listed on the attached budget adjustment for the Washington Boulevard/Andora Bridge Widening Project Phase 1 – Sale of Mitigation Credits.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Beth Taylor, Assistant Engineer	FISCAL YEAR:	2021
PREPARER NAME & TITLE:	Beth Taylor, Assistant Engineer	COUNCIL DATE (if applicable):	11/4/2020
DEPARTMENT/DIVISION:	Public Works - Engineering	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	6587	84001	400015	51,452	Purchase of Mitigation Credits paid for by Traffic Mitigation Funds (TMF)
6520	6587	84001	400015	83,948	Purchase of Mitigation Credits paid for by Local Transportation Fund (LTF)
			TOTAL	135,400	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4425	84001	400015	83,948	Record LTF Local Transportation Fund (LTF) revenues
			TOTAL	83,948	

NET ADJUSTMENT	51,452	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	ACCOUNT	Center	Project	Adjustment	
3151				(51,452)	Reduce Traffic Mitigation Fund Balance
			TOTAL	(51,452)	

Justification for Budget Adjustment:

This budget adjustment will provide funding to purchase riparian and wetland habitat mitigation credits for impacts of the Washington and Andora Widening- Phase 1: Washington Blvd. Bikeway and Pedestrian Pathways Project (400015). Per Fish and Wildlife Streambed Alteration, US Army Corps of Engineers, and Regional Water Quality Board Permits, these credits are required to be purchased prior to construction.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 1191
File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

Title:	Appointment of Youth Board Member and Youth Commissioners
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Appoint Jenna Brashear as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2021.

Appoint Marian McDaniel as the Library Board Youth Member to a term ending December 31, 2021.

Appoint Leah Burnett as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2021.

Appoint Ashlee Birdsong as the Transportation Commission Youth Commissioner to a term ending December 31, 2021.

BACKGROUND

The Municipal Code allows for the opportunity of high school students to serve a one-year term on the Grants Advisory Commission, Library Board, Parks and Recreation Commission, and Transportation Commission. The terms of Youth Commissioners are one year and expire every year on December 31.

Recruitment of Youth Commissioners was conducted by the City Clerk's Department in October and November. The opportunity to serve as a Youth Commissioner was advertised on the City website and with the Press Tribune. Counselors and administrators at the City's high schools were also notified of the City's recruitment efforts.

Review of the applications and interviews of the applicants were completed by the Boards and Commissions in November. Staff is now requesting City Council approve the recommended appointments.

FISCAL IMPACT

Not applicable.

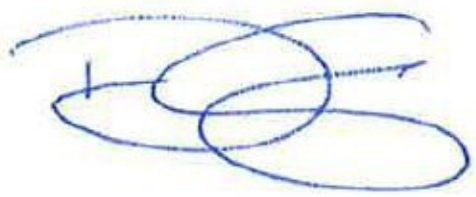
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



_____
Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1184
File #: 0600-01

Title: Staffing Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the attached citywide allocation schedule effective December 19, 2020, reflecting the addition of one Water Quality Lab Supervisor and 0.25 full-time equivalent Housing Technician I/II.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the City's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. Based on the analysis, staff is requesting the following staffing changes:

Environmental Utilities Department:

Water Quality Lab Supervisor:
The Environmental Laboratory Accreditation Program (ELAP) certifies the City of Roseville laboratories for compliance testing. The State Board adopted new ELAP regulations and requirements to comply with The NELAC Institute (TNI) 2016 standards on May 6, 2020. This new regulation requires a management role, separate for the existing Water Quality Laboratory Supervisor position to be responsible for quality assurance and quality management system aspects of laboratory operations. Staff is requesting an additional Water Quality Lab Supervisor position to set up the required quality management system program requirements of TNI within the compliance time frame and to provide ongoing program quality assurance.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2020-21

New	Water Quality Lab Supervisor	$0	$158,306	$158,306	$73,064

*This amount includes the estimated annual pension cost of $11,508.

Economic Development Department

Housing Technician I/II

Staff is requesting to add 0.25 full-time equivalent (FTE) hours to a 0.50 FTE Housing Technician I/II position in the Housing Division of the Economic Development Department, bringing the authorized working hours per week from 20 to 30. This increase is requested to meet the increasing work demands of the Housing Division.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2020-21
Housing Technician I/II 0.50 FTE	Housing Technician I/II 0.75 FTE	$53,712	$80,567	$26,856	$12,395

*This amount includes the estimated annual pension cost of $1,952.

FISCAL IMPACT

The Water Quality Lab Supervisor is funded from the Water Operations Fund (4.8%), Wastewater Operations Fund (75.2%), and revenues from South Placer Wastewater Authority (SPWA) partners (20%) in the Wastewater Operations Fund. The Environmental Utilities Department, and the SPWA partners, will absorb this position's cost within existing budgets for the remainder of Fiscal Year (FY) 2020-21 and incorporate the ongoing cost into the FY2021-22 budget.

The Housing Technician I/II is funded from the Housing Authority Fund (80%) and the General Fund (20%). The Housing Authority funding is from administrative revenues associated with housing vouchers processed by this position. Similar to Environmental Utilities, Economic Development and Housing have adequate funds available to fill this position for the remainder of FY2020-21 and incorporate the ongoing cost into the FY2021-22 budget.

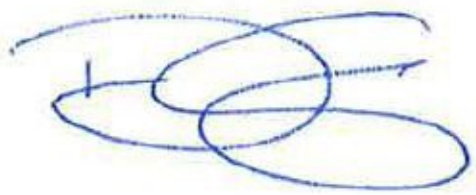
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the staffing allocation schedule meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

2020-12-19 Position Allocation Schedule

Position Allocation Control Report

Position Code	Position Title	Job Name	Allocated FTE
CAO220245001	Assistant City Attorney	Assistant City Attorney	1
CAO221200001	City Attorney	City Attorney	1
CAO224096002	Legal Clerk I/II	Legal Clerk II	1
CAO224096001	Legal Clerk I/II	Legal Clerk II	1
CAO225015001	Paralegal	Paralegal	1
CAO227123004	Senior Deputy City Attorney	Senior Deputy City Attorney	1
CAO227123003	Senior Deputy City Attorney	Senior Deputy City Attorney	1
CAO227123002	Senior Deputy City Attorney	Senior Deputy City Attorney	1
CAO227123001	Senior Deputy City Attorney	Senior Deputy City Attorney	1
Total for Department:	**CAO City Attorney**		9

Position Code	Position Title	Job Name	Allocated FTE
CCD360250001	Assistant City Clerk	Assistant City Clerk	1
CCD361220001	City Clerk	City Clerk	1
CCD361227004	City Clerk Technician I/II	City Clerk Technician II	1
CCD361227003	City Clerk Technician I/II	City Clerk Technician II	1
CCD361227002	City Clerk Technician I/II	City Clerk Technician II	1
CCD361227001	City Clerk Technician I/II	City Clerk Technician II	1
CCD361665003	Deputy City Clerk I/II	Deputy City Clerk II	1
CCD361665002	Deputy City Clerk I/II	Deputy City Clerk II	1
CCD361665001	Deputy City Clerk I/II	Deputy City Clerk II	1
CCD369548006	Passport/Livescan Agent	Passport/Livescan Agent	0.5
CCD369548004	Passport/Livescan Agent	Passport/Livescan Agent	0.5
CCD369548002	Passport/Livescan Agent	Passport/Livescan Agent	1
CCD369548001	Passport/Livescan Agent	Passport/Livescan Agent	1
Total for Department:	**CCD City Clerk Department**		12

Position Code	Position Title	Job Name	Allocated FTE
CMO140325002	Assistant City Manager	Assistant City Manager	1
CMO140325001	Assistant City Manager	Assistant City Manager	1
CMO141240001	City Manager	City Manager	1
CMO142540001	Environmental Coordinator	Environmental Coordinator	1
CMO142551001	Executive Assistant	Executive Assistant	1
CMO144457001	Management Assistant I/II	Management Assistant II	1
Total for Department:	**CMO City Manager**		6

Position Code	Position Title	Job Name	Allocated FTE
DSD660071001	Administrative Assistant	Administrative Assistant	1
DSD660084001	Administrative Technician	Administrative Technician	1
DSD661005005	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
DSD661005004	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
DSD661005003	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
DSD661005002	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
DSD661005001	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
DSD660820003	Associate Engineer	Associate Engineer	1
DSD660820001	Associate Engineer	Associate Engineer	1
DSD660900006	Associate/Assistant Planner	Associate Planner	1
DSD660900005	Associate/Assistant Planner	Associate Planner	1
DSD660900004	Associate/Assistant Planner	Associate Planner	1
DSD660900003	Associate/Assistant Planner	Associate Planner	1
DSD660900002	Associate/Assistant Planner	Associate Planner	1
DSD660900001	Associate/Assistant Planner	Associate Planner	1
DSD661017001	Building Inspection Supervisor	Building Inspection Supervisor	1
DSD661019006	Building Inspector I/II	Building Inspector II	1
DSD661019005	Building Inspector I/II	Building Inspector II	1
DSD661019004	Building Inspector I/II	Building Inspector II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
DSD661019003	Building Inspector I/II	Building Inspector II	1
DSD661019002	Building Inspector I/II	Building Inspector II	1
DSD661019001	Building Inspector I/II	Building Inspector II	1
DSD661043001	Building Official	Building Official	1
DSD661047004	Building Plans Examiner I/II	Building Plans Examiner II	1
DSD661047003	Building Plans Examiner I/II	Building Plans Examiner II	1
DSD661047002	Building Plans Examiner I/II	Building Plans Examiner II	1
DSD661047001	Building Plans Examiner I/II	Building Plans Examiner II	1
DSD661369003	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1
DSD661369002	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1
DSD661369001	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1
DSD661368001	Code Enforcement Supervisor	Code Enforcement Supervisor	1
DSD661027001	Construction Inspection Superintendent	Construction Inspection Superintendent	1
DSD661248001	Construction Inspection Supervisor	Construction Inspection Supervisor	1
DSD661434006	Construction Inspector I/II	Construction Inspector II	1
DSD661434005	Construction Inspector I/II	Construction Inspector II	1
DSD661434004	Construction Inspector I/II	Construction Inspector II	1
DSD661434003	Construction Inspector I/II	Construction Inspector II	1
DSD661434002	Construction Inspector I/II	Construction Inspector II	1
DSD661434001	Construction Inspector I/II	Construction Inspector II	1
DSD661280001	Development Services Administrator	Development Services Administrator	1
DSD661282001	Development Services Analyst	Development Services Analyst	1
DSD661676001	Development Services Director	Development Services Director	1
DSD661695001	Development Services Manager	Development Services Manager	1
DSD661672003	Development Technician I/II	Development Technician II	1
DSD661672002	Development Technician I/II	Development Technician II	1
DSD661672001	Development Technician I/II	Development Technician II	1
DSD661277001	Engineering Manager	Engineering Manager	1
DSD663412001	GIS Analyst I/II	GIS Analyst II	1
DSD662214001	GIS Technician I/II	GIS Technician II	1
DSD660050001	Management Analyst I/II	Management Analyst II	1
DSD664957002	Office Assistant I/II	Office Assistant II	1
DSD664957001	Office Assistant I/II	Office Assistant II	1
DSD665279003	Permit Technician I/II	Permit Technician II	1
DSD665279002	Permit Technician I/II	Permit Technician II	1
DSD665279001	Permit Technician I/II	Permit Technician II	1
DSD661501001	Permits Supervisor	Permits Supervisor	1
DSD665309001	Planning Manager	Planning Manager	1
DSD665514001	Principal Engineer	Principal Engineer	1
DSD667117001	Senior Building Inspector	Senior Building Inspector	1
DSD667195001	Senior Building Plans Examiner	Senior Building Plans Examiner	1
DSD667121002	Senior Construction Inspector	Senior Construction Inspector	1
DSD667121001	Senior Construction Inspector	Senior Construction Inspector	1
DSD661281001	Senior Development Services Analyst	Senior Development Services Analyst	1
DSD667142003	Senior Engineer	Senior Engineer	1
DSD667142002	Senior Engineer	Senior Engineer	1
DSD661502001	Senior Permits Technician	Senior Permits Technician	1
DSD667180002	Senior Planner	Senior Planner	1
DSD667180001	Senior Planner	Senior Planner	1
Total for Department:	**DSD Development Services Department**		68

Position Code	Position Title	Job Name	Allocated FTE
EDD541675001	Economic Development Analyst I/II	Economic Development Analyst II	1
EDD541710001	Economic Development Director	Economic Development Director	1
EDD541001002	Economic Development Project Manager	Economic Development Project Manager	1
EDD541001001	Economic Development Project Manager	Economic Development Project Manager	1
EDD542551001	Executive Assistant	Executive Assistant	1
EDD543402002	Housing Analyst I/II	Housing Analyst II	1
EDD543402001	Housing Analyst I/II	Housing Analyst II	1
EDD543589001	Housing Manager	Housing Manager	1
EDD543590001	Housing Supervisor	Housing Supervisor	1
EDD543592004	Housing Technician I/II	Housing Technician II	0.75
EDD543592003	Housing Technician I/II	Housing Technician II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
EDD543592002	Housing Technician I/II	Housing Technician II	1
EDD543592001	Housing Technician I/II	Housing Technician II	1
EDD540050001	Management Analyst I/II	Management Analyst II	1
EDD544957001	Office Assistant I/II	Office Assistant II	1
EDD547148001	Senior Housing Technician	Senior Housing Technician	1

Total for Department:	**EDD Economic Development Department**	15.75

Position Code	Position Title	Job Name	Allocated FTE
ELE701505001	AMI Project Manager	AMI Project Manager	1
ELE700071001	Administrative Assistant	Administrative Assistant	1
ELE700084004	Administrative Technician	Administrative Technician	1
ELE700084003	Administrative Technician	Administrative Technician	1
ELE700084002	Administrative Technician	Administrative Technician	1
ELE700084001	Administrative Technician	Administrative Technician	1
ELE700395003	Assistant Electric Utility Director	Assistant Electric Utility Director	1
ELE700395002	Assistant Electric Utility Director	Assistant Electric Utility Director	1
ELE700395001	Assistant Electric Utility Director	Assistant Electric Utility Director	1
ELE701548002	Data Management Specialist I/II	Data Management Specialist II	1
ELE701548001	Data Management Specialist I/II	Data Management Specialist II	1
ELE701645001	Department Public Information Officer	Department Public Information Officer	1
ELE701312008	Electric Business Analyst I/II	Electric Resources Analyst II	1
ELE701312006	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312005	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312004	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312003	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312002	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312001	Electric Business Analyst I/II	Electric Business Analyst II	1
ELE701312007	Electric Business Analyst I/II	Electric Compliance Analyst	1
ELE702335002	Electric Compliance Analyst	Electric Compliance Analyst	1
ELE702335001	Electric Compliance Analyst	Electric Compliance Analyst	1
ELE706285001	Electric Customer Programs Supervisor	Electric Customer Programs Supervisor	1
ELE702330002	Electric Drafting Technician I/II	Electric Drafting Technician II	1
ELE702330001	Electric Drafting Technician I/II	Electric Drafting Technician II	1
ELE702345005	Electric Engineering Technician I/II	Electric Engineering Technician II	1
ELE702345004	Electric Engineering Technician I/II	Electric Engineering Technician II	1
ELE702345003	Electric Engineering Technician I/II	Electric Engineering Technician II	1
ELE702345002	Electric Engineering Technician I/II	Electric Engineering Technician II	1
ELE702345001	Electric Engineering Technician I/II	Electric Engineering Technician II	1
ELE702284001	Electric Engineering Technician Supervisor	Electric Engineering Technician Supervisor	1
ELE702286003	Electric Line Troubleshooter	Electric Line Troubleshooter	1
ELE702286002	Electric Line Troubleshooter	Electric Line Troubleshooter	1
ELE702286001	Electric Line Troubleshooter	Electric Line Troubleshooter	1
ELE702212004	Electric Materials Technician I/II	Electric Materials Technician II	1
ELE702212003	Electric Materials Technician I/II	Electric Materials Technician II	1
ELE702212002	Electric Materials Technician I/II	Electric Materials Technician II	1
ELE702212001	Electric Materials Technician I/II	Electric Materials Technician II	1
ELE701033005	Electric Metering Systems Technician I/II	Electric Metering Systems Technician II	1
ELE701033004	Electric Metering Systems Technician I/II	Electric Metering Systems Technician II	1
ELE701033003	Electric Metering Systems Technician I/II	Electric Metering Systems Technician II	1
ELE701033002	Electric Metering Systems Technician I/II	Electric Metering Systems Technician II	1
ELE701033001	Electric Metering Systems Technician I/II	Electric Metering Systems Technician II	1
ELE702338001	Electric Operations Manager	Electric Operations Manager	1
ELE702339002	Electric Operations Supervisor	Electric Operations Supervisor	1
ELE702339001	Electric Operations Supervisor	Electric Operations Supervisor	1
ELE702254001	Electric Preventive Data System Technician	Electric Preventive Data System Technician	1
ELE702316005	Electric Resources Analyst I/II	Electric Resources Analyst II	1
ELE702316003	Electric Resources Analyst I/II	Electric Resources Analyst II	1
ELE702316002	Electric Resources Analyst I/II	Electric Resources Analyst II	1
ELE702316001	Electric Resources Analyst I/II	Electric Resources Analyst II	1
ELE702216001	Electric Risk and Compliance Supervisor	Electric Risk and Compliance Supervisor	1
ELE702319001	Electric Substation Supervisor	Electric Substation Supervisor	1
ELE701035012	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035011	Electric Substation Technician I/II	Electric Substation Technician II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
ELE701035010	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035009	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035008	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035007	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035006	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035005	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035004	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035003	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035002	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE701035001	Electric Substation Technician I/II	Electric Substation Technician II	1
ELE702350003	Electric System Dispatcher	Electric System Dispatcher	1
ELE702350002	Electric System Dispatcher	Electric System Dispatcher	1
ELE702350001	Electric System Dispatcher	Electric System Dispatcher	1
ELE702359003	Electric Technology System Technician	Electric Technology System Technician	1
ELE702359002	Electric Technology System Technician	Electric Technology System Technician	1
ELE702359001	Electric Technology System Technician	Electric Technology System Technician	1
ELE709560001	Electric Technology Systems Administrator	Electric Technology Systems Administrator	1
ELE702320001	Electric Utility Director	Electric Utility Director	1
ELE702215001	Electric Utility Financial Administrator	Electric Utility Financial Administrator	1
ELE709250002	Electric Utility Inspection Technician	Electric Utility Inspection Technician	1
ELE709250001	Electric Utility Inspection Technician	Electric Utility Inspection Technician	1
ELE702285013	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285011	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285010	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285009	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285008	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285007	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285006	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285005	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285004	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285002	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285001	Electric/Apprentice Line Technician	Electric Line Technician	1
ELE702285015	Electric/Apprentice Line Technician/Pre-Apprentice	Electric Line Technician	1
ELE702285014	Electric/Apprentice Line Technician/Pre-Apprentice	Electric Line Technician	1
ELE702285012	Electric/Apprentice Line Technician/Pre-Apprentice	Electric Line Technician	1
ELE702285003	Electric/Apprentice Line Technician/Pre-Apprentice	Electric Line Technician	1
ELE702466004	Energy Program Technician	Energy Program Technician	1
ELE702466003	Energy Program Technician	Energy Program Technician	1
ELE702466002	Energy Program Technician	Energy Program Technician	1
ELE702466001	Energy Program Technician	Energy Program Technician	1
ELE702501002	Energy Services Account Representative I/II	Energy Services Account Representative II	1
ELE702501001	Energy Services Account Representative I/II	Energy Services Account Representative II	1
ELE703412001	GIS Analyst I/II	GIS Analyst II	1
ELE701648001	Government Relations Representative I/II	Government Relations Representative II	1
ELE703608003	Instrument and Control Technician	Instrument and Control Technician	1
ELE703608002	Instrument and Control Technician	Instrument and Control Technician	1
ELE703608001	Instrument and Control Technician	Instrument and Control Technician	1
ELE704517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
ELE704957004	Office Assistant I/II	Office Assistant II	1
ELE704957003	Office Assistant I/II	Office Assistant II	1
ELE704957002	Office Assistant I/II	Office Assistant II	1
ELE704957001	Office Assistant I/II	Office Assistant II	1
ELE705596004	Power Engineer I/II	Power Engineer II	1
ELE705596003	Power Engineer I/II	Power Engineer II	1
ELE705596002	Power Engineer I/II	Power Engineer II	1
ELE705596001	Power Engineer I/II	Power Engineer II	1
ELE705505001	Power Engineering Manager	Power Engineering Manager	1
ELE705600001	Power Generation Superintendent	Power Generation Superintendent	1
ELE705591002	Power Plant Engineer I/II	Power Plant Engineer II	1
ELE705591001	Power Plant Engineer I/II	Power Plant Engineer II	1
ELE705526003	Power Plant Mechanic	Power Plant Mechanic	1
ELE705526002	Power Plant Mechanic	Power Plant Mechanic	1
ELE705526001	Power Plant Mechanic	Power Plant Mechanic	1
ELE705530002	Power Plant Operations and Maintenance Supervisor	Power Plant Operations & Maintenance Supervisor	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
ELE705530001	Power Plant Operations and Maintenance Supervisor	Power Plant Operations & Maintenance Supervisor	1
ELE705523009	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523008	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523007	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523006	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523005	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523004	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523003	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523002	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705523001	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1
ELE705535001	Power Supply and Portfolio Administrator	Power Supply and Portfolio Administrator	1
ELE707128003	Senior Electric Business Analyst	Senior Electric Business Analyst	1
ELE707128002	Senior Electric Business Analyst	Senior Electric Business Analyst	1
ELE707128001	Senior Electric Business Analyst	Senior Electric Business Analyst	1
ELE707118005	Senior Electric Line Technician	Senior Electric Line Technician	1
ELE707118004	Senior Electric Line Technician	Senior Electric Line Technician	1
ELE707118003	Senior Electric Line Technician	Senior Electric Line Technician	1
ELE707118002	Senior Electric Line Technician	Senior Electric Line Technician	1
ELE707118001	Senior Electric Line Technician	Senior Electric Line Technician	1
ELE707169001	Senior Electric Materials Technician	Senior Electric Materials Technician	1
ELE701036001	Senior Electric Metering Systems Technician	Senior Electric Metering Systems Technician	1
ELE707126003	Senior Electric Substation Technician	Senior Electric Substation Technician	1
ELE707126002	Senior Electric Substation Technician	Senior Electric Substation Technician	1
ELE707126001	Senior Electric Substation Technician	Senior Electric Substation Technician	1
ELE707168001	Senior Electric System Dispatcher	Senior Electric System Dispatcher	1
ELE701023001	Senior Electric Technology Systems Analyst	Senior Electric Technology Systems Analyst	1
ELE707163002	Senior Energy Services Account Representative	Senior Energy Services Account Representative	1
ELE707163001	Senior Energy Services Account Representative	Senior Energy Services Account Representative	1
ELE707161001	Senior GIS Analyst	Senior GIS Analyst	1
ELE707151002	Senior Power Engineer	Senior Power Engineer	1
ELE707151001	Senior Power Engineer	Senior Power Engineer	1
ELE705555001	Senior Power Plant Engineer	Senior Power Plant Engineer	1
ELE707152004	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1
ELE707152003	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1
ELE707152002	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1
ELE707152001	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1
ELE701646001	Utility Government Relations Administrator	Utility Government Relations Administrator	1
Total for Department:	**ELE Electric Department**		156

Position Code	Position Title	Job Name	Allocated FTE
EUD740071001	Administrative Assistant	Administrative Assistant	1
EUD741003001	Administrative Supervisor	Administrative Supervisor	1
EUD740084004	Administrative Technician	Administrative Technician	1
EUD740084002	Administrative Technician	Administrative Technician	1
EUD740084001	Administrative Technician	Administrative Technician	1
EUD740411003	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1
EUD740411002	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1
EUD740411001	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1
EUD741005001	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
EUD740820002	Associate Engineer	Associate Engineer	1
EUD740820001	Associate Engineer	Associate Engineer	1
EUD741548002	Data Management Specialist I/II	Data Management Specialist II	1
EUD741548001	Data Management Specialist I/II	Data Management Specialist II	1
EUD749561001	Data Management System Administrator	Data Management System Administrator	1
EUD741645001	Department Public Information Officer	Department Public Information Officer	1
EUD741672001	Development Technician I/II	Development Technician II	1
EUD749550001	ERP Business Analyst I/II	ERP Business Analyst II	1
EUD741350002	Engineering Technician I/II	Engineering Technician II	1
EUD741350001	Engineering Technician I/II	Engineering Technician II	1
EUD742544002	Environmental Compliance Specialist I/II	Environmental Compliance Specialist II	1
EUD742544001	Environmental Compliance Specialist I/II	Environmental Compliance Specialist II	1

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Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
EUD742548001	Environmental Utilities Business Administrator	Environmental Utilities Business Administrator	1
EUD742547004	Environmental Utilities Business Analyst I/II	Environmental Utilities Business Analyst II	1
EUD742547003	Environmental Utilities Business Analyst I/II	Environmental Utilities Business Analyst II	1
EUD742547002	Environmental Utilities Business Analyst I/II	Environmental Utilities Business Analyst II	1
EUD742547001	Environmental Utilities Business Analyst I/II	Environmental Utilities Business Analyst II	1
EUD741684001	Environmental Utilities Director	Environmental Utilities Director	1
EUD741038005	Environmental Utilities Instrument and Control Technician I/II	Environmental Utilities Instrument and Control Technician II	1
EUD741038004	Environmental Utilities Instrument and Control Technician I/II	Environmental Utilities Instrument and Control Technician II	1
EUD741038003	Environmental Utilities Instrument and Control Technician I/II	Environmental Utilities Instrument and Control Technician II	1
EUD741038002	Environmental Utilities Instrument and Control Technician I/II	Environmental Utilities Instrument and Control Technician II	1
EUD741038001	Environmental Utilities Instrument and Control Technician I/II	Environmental Utilities Instrument and Control Technician II	1
EUD741024001	Environmental Utilities Maintenance Superintendent	Environmental Utilities Maintenance Superintendent	1
EUD742541002	Environmental Utility Compliance Administrator	Environmental Utility Compliance Administrator	1
EUD742541001	Environmental Utility Compliance Administrator	Environmental Utility Compliance Administrator	1
EUD743335002	Finance Clerk I/II	Finance Clerk II	1
EUD743335001	Finance Clerk I/II	Finance Clerk II	1
EUD743412003	GIS Analyst I/II	GIS Analyst II	1
EUD743412002	GIS Analyst I/II	GIS Analyst II	1
EUD743412001	GIS Analyst I/II	GIS Analyst II	1
EUD743451001	Government Relations Administrator	Government Relations Administrator	1
EUD741002001	Hydrogeologist	Hydrogeologist	1
EUD743604002	Industrial Waste Specialist	Industrial Waste Specialist	1
EUD743604001	Industrial Waste Specialist	Industrial Waste Specialist	1
EUD743610002	Industrial Waste Technician	Industrial Waste Technician	1
EUD743732001	Interpretive Services Specialist I/II	Interpretive Services Specialist II	1
EUD743740001	Interpretive Services Supervisor	Interpretive Services Supervisor	1
EUD744020005	Laboratory Technician I/II	Laboratory Technician II	1
EUD744020004	Laboratory Technician I/II	Laboratory Technician II	1
EUD744020003	Laboratory Technician I/II	Laboratory Technician II	1
EUD744020001	Laboratory Technician I/II	Laboratory Technician II	1
EUD744517003	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
EUD744517002	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
EUD744517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
EUD744520002	Materials Technician	Materials Technician	1
EUD744520001	Materials Technician	Materials Technician	1
EUD744957012	Office Assistant I/II	Office Assistant II	1
EUD744957011	Office Assistant I/II	Office Assistant II	1
EUD744957010	Office Assistant I/II	Office Assistant II	1
EUD744957009	Office Assistant I/II	Office Assistant II	1
EUD744957008	Office Assistant I/II	Office Assistant II	1
EUD744957007	Office Assistant I/II	Office Assistant II	1
EUD744957006	Office Assistant I/II	Office Assistant II	1
EUD744957005	Office Assistant I/II	Office Assistant II	1
EUD744957004	Office Assistant I/II	Office Assistant II	1
EUD744957003	Office Assistant I/II	Office Assistant II	1
EUD744957002	Office Assistant I/II	Office Assistant II	1
EUD744957001	Office Assistant I/II	Office Assistant II	1
EUD741028001	Organics Truck Driver	Organics Truck Driver	1
EUD745319003	Plant and Equipment Maintenance Worker I/II	Plant and Equipment Maintenance Worker II	1
EUD745319002	Plant and Equipment Maintenance Worker I/II	Plant and Equipment Maintenance Worker II	1
EUD745319001	Plant and Equipment Maintenance Worker I/II	Plant and Equipment Maintenance Worker II	1
EUD745328006	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745328005	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745328004	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745328003	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745328002	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745328001	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1
EUD745402001	Predictive Maintenance Technician I/II	Predictive Maintenance Technician II	1
EUD745533002	Preventative Maintenance Coordinator	Preventative Maintenance Coordinator	1
EUD745533001	Preventative Maintenance Coordinator	Preventative Maintenance Coordinator	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
EUD745519002	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1
EUD745519001	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1
EUD745502003	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1
EUD745502002	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1
EUD745502001	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1
EUD745514002	Principal Engineer	Principal Engineer	1
EUD745514001	Principal Engineer	Principal Engineer	1
EUD741004001	Process Engineer	Process Engineer	1
EUD746150001	Recycling and Organics Coordinator	Recycling and Organics Coordinator	1
EUD746226004	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1
EUD746226003	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1
EUD746226002	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1
EUD746226001	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1
EUD746231001	Refuse Superintendent	Refuse Superintendent	1
EUD746235003	Refuse Supervisor	Refuse Supervisor	1
EUD746235002	Refuse Supervisor	Refuse Supervisor	1
EUD746235001	Refuse Supervisor	Refuse Supervisor	1
EUD746304036	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304035	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304034	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304033	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304032	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304031	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304030	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304029	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304028	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304027	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304026	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304025	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304024	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304023	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304022	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304021	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304020	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304019	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304018	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304017	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304016	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304015	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304014	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304013	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304012	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304011	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304010	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304009	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304008	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304006	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304005	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304004	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304003	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304002	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746304001	Refuse Truck Driver I/II	Refuse Truck Driver II	1
EUD746244001	Refuse and Stormwater Manager	Refuse and Stormwater Manager	1
EUD747020002	SCADA System Technician	SCADA System Technician	1
EUD747020001	SCADA System Technician	SCADA System Technician	1
EUD746500002	Safety Coordinator	Safety Coordinator	1
EUD746500001	Safety Coordinator	Safety Coordinator	1
EUD747142004	Senior Engineer	Senior Engineer	1
EUD747142003	Senior Engineer	Senior Engineer	1
EUD747142002	Senior Engineer	Senior Engineer	1
EUD747162001	Senior Engineering Technician	Senior Engineering Technician	1
EUD741065001	Senior Environmental Utilities Business Analyst	Senior Environmental Utilities Business Analyst	1
EUD747161001	Senior GIS Analyst	Senior GIS Analyst	1
EUD743733001	Senior Interpretive Services Specialist	Senior Interpretive Services Specialist	1
EUD747205001	Senior Plant and Equipment Mechanic	Senior Plant and Equipment Mechanic	1

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	Position Title	Job Name	Allocated FTE
EUD747284002	Senior Preventative Maintenance Technician	Senior Preventative Maintenance Technician	1
EUD747284001	Senior Preventative Maintenance Technician	Senior Preventative Maintenance Technician	1
EUD747129006	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD747129005	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD747129004	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD747129003	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD747129002	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD747129001	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1
EUD749559001	Senior SCADA System Technician	Senior SCADA System Technician	1
EUD741279001	Senior Solid Waste Billing Technician	Senior Solid Waste Billing Technician	1
EUD747202004	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1
EUD747202003	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1
EUD747202002	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1
EUD747202001	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1
EUD747204005	Senior Water Distribution Worker	Senior Water Distribution Worker	1
EUD747204004	Senior Water Distribution Worker	Senior Water Distribution Worker	1
EUD747204003	Senior Water Distribution Worker	Senior Water Distribution Worker	1
EUD747204002	Senior Water Distribution Worker	Senior Water Distribution Worker	1
EUD747204001	Senior Water Distribution Worker	Senior Water Distribution Worker	1
EUD747324001	Solid Waste Billing Technician	Solid Waste Billing Technician	1
EUD741646002	Utility Government Relations Administrator	Utility Government Relations Administrator	1
EUD741646001	Utility Government Relations Administrator	Utility Government Relations Administrator	1
EUD748978002	Wasterwater Collection Supervisor	Wastewater Collection Supervisor	1
EUD748980001	Wastewater Collection Superintendent	Wastewater Collection Superintendent	1
EUD748978003	Wastewater Collection Supervisor	Wastewater Collection Supervisor	1
EUD748978001	Wastewater Collection Supervisor	Wastewater Collection Supervisor	1
EUD749040001	Wastewater Treatment Plant Chief Operator	Wastewater Treatment Plant Chief Operator	1
EUD749010006	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749010005	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749010004	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749010003	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749010002	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749010001	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749025004	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1
EUD749025003	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1
EUD749025002	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1
EUD749025001	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1
EUD749030002	Wastewater Treatment Plant Operator Grade IV	Wastewater Treatment Plant Operator Grade IV	1
EUD749030001	Wastewater Treatment Plant Operator Grade IV	Wastewater Treatment Plant Operator Grade IV	1
EUD749029022	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029021	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029020	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029019	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029018	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029017	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029016	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029015	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029014	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029013	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029012	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1

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	Position Title	Job Name	Allocated FTE
EUD749029011	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029010	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029009	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029008	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029007	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029006	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029005	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029004	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029003	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029002	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029001	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749029023	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1
EUD749047001	Water Conservation Administrator	Water Conservation Administrator	1
EUD749078001	Water Conservation Specialist	Water Conservation Specialist	1
EUD749051005	Water Conservation Worker I/II	Water Conservation Worker II	1
EUD749051004	Water Conservation Worker I/II	Water Conservation Worker II	1
EUD749051003	Water Conservation Worker I/II	Water Conservation Worker II	1
EUD749051002	Water Conservation Worker I/II	Water Conservation Worker II	1
EUD749051001	Water Conservation Worker I/II	Water Conservation Worker II	1
EUD749085001	Water Distribution Superintendent	Water Distribution Superintendent	1
EUD749084004	Water Distribution Supervisor	Water Distribution Supervisor	1
EUD749084003	Water Distribution Supervisor	Water Distribution Supervisor	1
EUD749084002	Water Distribution Supervisor	Water Distribution Supervisor	1
EUD749084001	Water Distribution Supervisor	Water Distribution Supervisor	1
EUD749248022	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248021	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248020	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248019	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248018	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248017	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248016	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248015	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248014	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248013	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248012	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248011	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248010	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248009	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248008	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248007	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248006	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248005	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248004	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248003	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248002	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749248001	Water Distribution Worker I/II	Water Distribution Worker II	1
EUD749101001	Water Quality Lab Supervisor	Water Quality Lab Supervisor	1
EUD749101002	Water Quality Lab Supervisor	Water Quality Lab Supervisor	1
EUD741053001	Water Quality Technician	Water Quality Technician	1
EUD749175001	Water Treatment Plant Chief Operator	Water Treatment Plant Chief Operator	1
EUD749234001	Water Treatment Plant Operator Grade I/II 24Hr	Water Treatment Plant Operator Grade II 24Hr	1
EUD749230005	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1
EUD749230004	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1
EUD749230003	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1
EUD749230002	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1
EUD749230001	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1

Total for Department:	**EUD Environmental Utilities Department**	256

Position Code	Position Title	Job Name	Allocated FTE

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
FIN240040002	Accountant I/II	Accountant II	1
FIN240040001	Accountant I/II	Accountant II	1
FIN241370001	Accounting Manager	Accounting Manager	1
FIN240043001	Accounting Supervisor	Accounting Supervisor	1
FIN249427001	Accounts Payable Supervisor	Accounts Payable Supervisor	1
FIN240084002	Administrative Technician	Administrative Technician	0.5
FIN240084001	Administrative Technician	Administrative Technician	1
FIN241021001	Assistant City Manager/Chief Financial Officer	Assistant City Manager/Chief Financial Officer	1
FIN2421026001	Assistant Finance Director	Assistant Finance Director	1
FIN240915003	Budget Analyst I/II	Budget Analyst II	0.75
FIN240915002	Budget Analyst I/II	Budget Analyst II	1
FIN240915001	Budget Analyst I/II	Budget Analyst II	1
FIN240930001	Budget Manager	Budget Manager	1
FIN241060003	Buyer I/II	Buyer II	1
FIN241060002	Buyer I/II	Buyer II	1
FIN241060001	Buyer I/II	Buyer II	1
FIN241450001	Courier	Courier	1
FIN249550003	ERP Business Analyst I/II	ERP Business Analyst II	1
FIN249550002	ERP Business Analyst I/II	ERP Business Analyst II	1
FIN249550001	ERP Business Analyst I/II	ERP Business Analyst II	1
FIN246520001	ERP Manager	ERP Manager	1
FIN243335019	Finance Clerk I/II	Finance Clerk II	0.63
FIN243335011	Finance Clerk I/II	Finance Clerk II	1
FIN243335009	Finance Clerk I/II	Finance Clerk II	1
FIN243335004	Finance Clerk I/II	Finance Clerk II	1
FIN242900001	Finance Manager	Finance Manager	1
FIN243326006	Finance Technician I/II	Finance Technician II	1
FIN243326003	Finance Technician I/II	Finance Technician II	1
FIN243315003	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1
FIN243315002	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1
FIN243315001	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1
FIN240050001	Management Analyst I/II	Management Analyst II	1
FIN244457001	Management Assistant I/II	Management Assistant II	1
FIN244517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	0.5
FIN244540003	Meter Reader	Meter Reader	1
FIN244540002	Meter Reader	Meter Reader	1
FIN244540001	Meter Reader	Meter Reader	1
FIN244534001	Meter Service Worker	Meter Service Worker	1
FIN245103002	Payroll Clerk I/II	Payroll Clerk II	1
FIN245103001	Payroll Clerk I/II	Payroll Clerk II	0.6
FIN249428001	Payroll Supervisor	Payroll Supervisor	1
FIN245101002	Payroll Technician I/II	Payroll Technician II	1
FIN245101001	Payroll Technician I/II	Payroll Technician II	1
FIN245652001	Purchasing and Warehouse Manager	Purchasing and Warehouse Manager	1
FIN241051003	Senior Accountant	Senior Accountant	1
FIN241051002	Senior Accountant	Senior Accountant	1
FIN241051001	Senior Accountant	Senior Accountant	1
FIN247139001	Senior Buyer	Senior Buyer	1
FIN247200001	Senior Meter Service Worker	Senior Meter Service Worker	1
FIN247141001	Senior Payroll Technician	Senior Payroll Technician	1
FIN241029001	Senior Utility Billing Analyst	Senior Finance Utility Billing Analyst	1
FIN241044002	Senior Utility Customer Service Specialist	Senior Utility Customer Service Specialist	1
FIN241044001	Senior Utility Customer Service Specialist	Senior Utility Customer Service Specialist	1
FIN247203001	Senior Warehouse Worker	Senior Warehouse Worker	1
FIN240920001	Utility Billing Operations Manager	Utility Billing Operations Manager	1
FIN241041001	Utility Billing and Field Services Supervisor	Utility Billing and Field Services Supervisor	1
FIN241049015	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049014	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049013	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049012	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049011	Utility Customer Service Representative I/II	Utility Customer Service Representative II	0.75
FIN241049010	Utility Customer Service Representative I/II	Utility Customer Service Representative II	0.5
FIN241049009	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049008	Utility Customer Service Representative I/II	Utility Customer Service Representative II	0.5
FIN241049007	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
FIN241049006	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049005	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049004	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049003	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049002	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241049001	Utility Customer Service Representative I/II	Utility Customer Service Representative II	1
FIN241046004	Utility Customer Service Specialist I/II	Utility Customer Service Specialist II	1
FIN241046003	Utility Customer Service Specialist I/II	Utility Customer Service Specialist II	1
FIN241046002	Utility Customer Service Specialist I/II	Utility Customer Service Specialist II	1
FIN241046001	Utility Customer Service Specialist I/II	Utility Customer Service Specialist II	1
FIN241042001	Utility Customer Service Supervisor	Utility Customer Service Supervisor	1
FIN248952001	Warehouse Worker I/II	Warehouse Worker II	1
Total for Department:	**FIN Finance Department**		73.73

Position Code	Position Title	Job Name	Allocated FTE
FIR480071001	Administrative Assistant	Administrative Assistant	1
FIR480084001	Administrative Technician	Administrative Technician	1
FIR480480001	Assistant Fire Chief	Assistant Fire Chief	1
FIR481645001	Department Public Information Officer	Department Public Information Officer	1
FIR482415001	EMS Quality Assurance Coordinator	EMS Quality Assurance Coordinator	1
FIR480905006	Fire Battalion Chief	Fire Battalion Chief	1
FIR480905004	Fire Battalion Chief	Fire Battalion Chief	1
FIR480905003	Fire Battalion Chief	Fire Battalion Chief	1
FIR480905002	Fire Battalion Chief	Fire Battalion Chief	1
FIR480905001	Fire Battalion Chief	Fire Battalion Chief	1
FIR480905005	Fire Battalion Chief	Fire Battalion Chief	1
FIR483320030	Fire Captain	Fire Captain	1
FIR483320029	Fire Captain	Fire Captain	1
FIR483320028	Fire Captain	Fire Captain	1
FIR483320027	Fire Captain	Fire Captain	1
FIR483320026	Fire Captain	Fire Captain	1
FIR483320025	Fire Captain	Fire Captain	1
FIR483320024	Fire Captain	Fire Captain	1
FIR483320023	Fire Captain	Fire Captain	1
FIR483320022	Fire Captain	Fire Captain	1
FIR483320021	Fire Captain	Fire Captain	1
FIR483320020	Fire Captain	Fire Captain	1
FIR483320019	Fire Captain	Fire Captain	1
FIR483320018	Fire Captain	Fire Captain	1
FIR483320017	Fire Captain	Fire Captain	1
FIR483320016	Fire Captain	Fire Captain	1
FIR483320015	Fire Captain	Fire Captain	1
FIR483320014	Fire Captain	Fire Captain	1
FIR483320013	Fire Captain	Fire Captain	1
FIR483320012	Fire Captain	Fire Captain	1
FIR483320011	Fire Captain	Fire Captain	1
FIR483320010	Fire Captain	Fire Captain	1
FIR483320009	Fire Captain	Fire Captain	1
FIR483320008	Fire Captain	Fire Captain	1
FIR483320007	Fire Captain	Fire Captain	1
FIR483320006	Fire Captain	Fire Captain	1
FIR483320005	Fire Captain	Fire Captain	1
FIR483320004	Fire Captain	Fire Captain	1
FIR483320003	Fire Captain	Fire Captain	1
FIR483320002	Fire Captain	Fire Captain	1
FIR483320001	Fire Captain	Fire Captain	1
FIR483330001	Fire Chief	Fire Chief	1
FIR483332002	Fire Division Chief	Fire Division Chief	1
FIR483332001	Fire Division Chief	Fire Division Chief	1
FIR483340030	Fire Engineer	Fire Engineer	1
FIR483340029	Fire Engineer	Fire Engineer	1
FIR483340028	Fire Engineer	Fire Engineer	1
FIR483340027	Fire Engineer	Fire Engineer	1

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Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
FIR483340026	Fire Engineer	Fire Engineer	1
FIR483340025	Fire Engineer	Fire Engineer	1
FIR483340024	Fire Engineer	Fire Engineer	1
FIR483340023	Fire Engineer	Fire Engineer	1
FIR483340022	Fire Engineer	Fire Engineer	1
FIR483340021	Fire Engineer	Fire Engineer	1
FIR483340020	Fire Engineer	Fire Engineer	1
FIR483340019	Fire Engineer	Fire Engineer	1
FIR483340018	Fire Engineer	Fire Engineer	1
FIR483340017	Fire Engineer	Fire Engineer	1
FIR483340016	Fire Engineer	Fire Engineer	1
FIR483340015	Fire Engineer	Fire Engineer	1
FIR483340014	Fire Engineer	Fire Engineer	1
FIR483340013	Fire Engineer	Fire Engineer	1
FIR483340012	Fire Engineer	Fire Engineer	1
FIR483340011	Fire Engineer	Fire Engineer	1
FIR483340010	Fire Engineer	Fire Engineer	1
FIR483340009	Fire Engineer	Fire Engineer	1
FIR483340008	Fire Engineer	Fire Engineer	1
FIR483340007	Fire Engineer	Fire Engineer	1
FIR483340006	Fire Engineer	Fire Engineer	1
FIR483340005	Fire Engineer	Fire Engineer	1
FIR483340004	Fire Engineer	Fire Engineer	1
FIR483340003	Fire Engineer	Fire Engineer	1
FIR483340002	Fire Engineer	Fire Engineer	1
FIR483340001	Fire Engineer	Fire Engineer	1
FIR481022001	Fire and Environmental Inspection Supervisor	Fire and Environmental Inspection Supervisor	1
FIR483377005	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1
FIR483377004	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1
FIR483377003	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1
FIR483377002	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1
FIR483377001	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1
FIR483355036	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355035	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355034	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355033	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355032	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355031	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355030	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355029	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355028	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355027	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355026	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355025	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355024	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355023	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355022	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355021	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355020	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355019	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355018	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355017	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355016	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355015	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355014	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355013	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355012	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355011	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355010	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355009	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355008	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355007	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355006	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355005	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355004	Firefighter Paramedic I/II	Firefighter Paramedic II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
FIR483355003	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355002	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483355001	Firefighter Paramedic I/II	Firefighter Paramedic II	1
FIR483412001	GIS Analyst I/II	GIS Analyst II	1
FIR480050001	Management Analyst I/II	Management Analyst II	1
FIR484957001	Office Assistant I/II	Office Assistant II	1
Total for Department:	**FIR Fire Department**		119

Position Code	Position Title	Job Name	Allocated FTE
HRD280071001	Administrative Assistant	Administrative Assistant	1
HRD280484001	Assistant Human Resources Director	Assistant Human Resources Director	1
HRD283596002	Human Resources Analyst I/II	Human Resources Analyst II	1
HRD283596001	Human Resources Analyst I/II	Human Resources Analyst II	1
HRD283598001	Human Resources Director	Human Resources Director	1
HRD283599001	Human Resources Manager	Human Resources Manager	1
HRD285235006	Human Resources Technician	Human Resources Technician	1
HRD285235005	Human Resources Technician	Human Resources Technician	1
HRD285235004	Human Resources Technician	Human Resources Technician	1
HRD285235003	Human Resources Technician	Human Resources Technician	1
HRD285235002	Human Resources Technician	Human Resources Technician	1
HRD285235001	Human Resources Technician	Human Resources Technician	1
HRD286450001	Risk Manager	Risk Manager	1
HRD287178002	Senior Human Resources Technician	Senior Human Resources Technician	1
HRD287178001	Senior Human Resources Technician	Senior Human Resources Technician	1
Total for Department:	**HRD Human Resources Department**		15

Position Code	Position Title	Job Name	Allocated FTE
ITD320084001	Administrative Technician	Administrative Technician	1
ITD329558002	Assistant Information Technology Director	Assistant Information Technology Director	1
ITD329558001	Assistant Information Technology Director	Assistant Information Technology Director	1
ITD321362012	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362011	Business Systems Analyst I/II	Business Systems Analyst II	1

Position Allocation Control Report

Position Code	Position Title	Job Name	Allocated FTE
ITD321362010	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362009	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362008	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362007	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362006	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362005	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362004	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362003	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362002	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321362001	Business Systems Analyst I/II	Business Systems Analyst II	1
ITD321180001	Chief Information Officer	Chief Information Officer	1
ITD321552003	Database Analyst I/II	Database Analyst II	1
ITD321552002	Database Analyst I/II	Database Analyst II	1
ITD321552001	Database Analyst I/II	Database Analyst II	1
ITD323625001	Information Security Administrator	Information Security Administrator	1
ITD323794011	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794010	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794009	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794008	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794007	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794006	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794005	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794004	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794003	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794002	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD323794001	Information Technology Analyst I/II	Information Technology Analyst II	1
ITD329542001	Information Technology Client Services Supervisor	Information Technology Client Services Supervisor	1
ITD323602005	Information Technology Program Manager	Information Technology Program Manager	1
ITD323602004	Information Technology Program Manager	Information Technology Program Manager	1
ITD323602003	Information Technology Program Manager	Information Technology Program Manager	1
ITD323602002	Information Technology Program Manager	Information Technology Program Manager	1
ITD323602001	Information Technology Program Manager	Information Technology Program Manager	1
ITD323618003	Information Technology Technician I/II	Information Technology Technician II	1
ITD323618002	Information Technology Technician I/II	Information Technology Technician II	1
ITD323618001	Information Technology Technician I/II	Information Technology Technician II	1
ITD327130003	Senior Business Systems Analyst	Senior Business Systems Analyst	1
ITD327130002	Senior Business Systems Analyst	Senior Business Systems Analyst	1
ITD327130001	Senior Business Systems Analyst	Senior Business Systems Analyst	1
ITD327145001	Senior Database Analyst	Senior Database Analyst	1
ITD327194001	Senior Information Technology Analyst	Senior Information Technology Analyst	1
ITD327149003	Senior Information Technology Technician	Senior Information Technology Technician	1
ITD327149002	Senior Information Technology Technician	Senior Information Technology Technician	1
Total for Department:	**ITD Information Technology Department**		47

Position Code	Position Title	Job Name	Allocated FTE
PAC181645001	Department Public Information Officer	Department Public Information Officer	1
PAC181659001	Deputy City Manager	Deputy City Manager	1
PAC184517002	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
PAC184517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
PAC185565001	Public Information Officer	Public Information Officer	1
PAC188426001	Video and Multimedia Technician	Video & Multimedia Technician	1
Total for Department:	**PAC Public Affairs and Communications**		6

Position Allocation Control Report

Position Code	Position Title	Job Name	Allocated FTE
POL440071001	Administrative Assistant	Administrative Assistant	1
POL440100002	Animal Control Officer	Animal Control Officer	1
POL440100001	Animal Control Officer	Animal Control Officer	1
POL440110001	Animal Control Supervisor	Animal Control Supervisor	1
POL441430003	Communications Supervisor	Communications Supervisor	1
POL441430002	Communications Supervisor	Communications Supervisor	1
POL441430001	Communications Supervisor	Communications Supervisor	1
POL441380009	Community Services Officer I/II	Community Services Officer II	1
POL441380008	Community Services Officer I/II	Community Services Officer II	1
POL441380007	Community Services Officer I/II	Community Services Officer II	1
POL441380006	Community Services Officer I/II	Community Services Officer II	1
POL441380005	Community Services Officer I/II	Community Services Officer II	1
POL441380004	Community Services Officer I/II	Community Services Officer II	1
POL441380003	Community Services Officer I/II	Community Services Officer II	1
POL441380002	Community Services Officer I/II	Community Services Officer II	1
POL441380001	Community Services Officer I/II	Community Services Officer II	1
POL441475002	Crime Analyst	Crime Analyst	1
POL441475001	Crime Analyst	Crime Analyst	1
POL441645001	Department Public Information Officer	Department Public Information Officer	1
POL441700021	Dispatcher I/II	Dispatcher II	1
POL441700020	Dispatcher I/II	Dispatcher II	1
POL441700019	Dispatcher I/II	Dispatcher II	1
POL441700018	Dispatcher I/II	Dispatcher II	1
POL441700017	Dispatcher I/II	Dispatcher II	1
POL441700016	Dispatcher I/II	Dispatcher II	1
POL441700015	Dispatcher I/II	Dispatcher II	1
POL441700014	Dispatcher I/II	Dispatcher II	1
POL441700013	Dispatcher I/II	Dispatcher II	1
POL441700012	Dispatcher I/II	Dispatcher II	1
POL441700011	Dispatcher I/II	Dispatcher II	1
POL441700010	Dispatcher I/II	Dispatcher II	1
POL441700009	Dispatcher I/II	Dispatcher II	1
POL441700008	Dispatcher I/II	Dispatcher II	1
POL441700007	Dispatcher I/II	Dispatcher II	1
POL441700006	Dispatcher I/II	Dispatcher II	1
POL441700005	Dispatcher I/II	Dispatcher II	1
POL441700004	Dispatcher I/II	Dispatcher II	1
POL441700003	Dispatcher I/II	Dispatcher II	1
POL441700002	Dispatcher I/II	Dispatcher II	1
POL441700001	Dispatcher I/II	Dispatcher II	1
POL440050001	Management Analyst I/II	Management Analyst II	1
POL445400003	Police Captain	Police Captain	1
POL445400002	Police Captain	Police Captain	1
POL445400001	Police Captain	Police Captain	1
POL445410001	Police Chief	Police Chief	1
POL445420007	Police Lieutenant	Police Lieutenant	1
POL445420006	Police Lieutenant	Police Lieutenant	1
POL445420005	Police Lieutenant	Police Lieutenant	1
POL445420004	Police Lieutenant	Police Lieutenant	1
POL445420003	Police Lieutenant	Police Lieutenant	1
POL445420002	Police Lieutenant	Police Lieutenant	1
POL445420001	Police Lieutenant	Police Lieutenant	1
POL445430116	Police Officer/Police Trainee	Police Officer	1
POL445430115	Police Officer/Police Trainee	Police Officer	1
POL445430114	Police Officer/Police Trainee	Police Officer	1
POL445430113	Police Officer/Police Trainee	Police Officer	1
POL445430112	Police Officer/Police Trainee	Police Officer	1
POL445430111	Police Officer/Police Trainee	Police Officer	1
POL445430110	Police Officer/Police Trainee	Police Officer	1
POL445430109	Police Officer/Police Trainee	Police Officer	1
POL445430108	Police Officer/Police Trainee	Police Officer	1
POL445430107	Police Officer/Police Trainee	Police Officer	1
POL445430106	Police Officer/Police Trainee	Police Officer	1

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Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
POL445430105	Police Officer/Police Trainee	Police Officer	1
POL445430104	Police Officer/Police Trainee	Police Officer	1
POL445430103	Police Officer/Police Trainee	Police Officer	1
POL445430102	Police Officer/Police Trainee	Police Officer	1
POL445430101	Police Officer/Police Trainee	Police Officer	1
POL445430100	Police Officer/Police Trainee	Police Officer	1
POL445430099	Police Officer/Police Trainee	Police Officer	1
POL445430098	Police Officer/Police Trainee	Police Officer	1
POL445430097	Police Officer/Police Trainee	Police Officer	1
POL445430096	Police Officer/Police Trainee	Police Officer	1
POL445430095	Police Officer/Police Trainee	Police Officer	1
POL445430094	Police Officer/Police Trainee	Police Officer	1
POL445430093	Police Officer/Police Trainee	Police Officer	1
POL445430092	Police Officer/Police Trainee	Police Officer	1
POL445430091	Police Officer/Police Trainee	Police Officer	1
POL445430090	Police Officer/Police Trainee	Police Officer	1
POL445430089	Police Officer/Police Trainee	Police Officer	1
POL445430088	Police Officer/Police Trainee	Police Officer	1
POL445430087	Police Officer/Police Trainee	Police Officer	1
POL445430086	Police Officer/Police Trainee	Police Officer	1
POL445430085	Police Officer/Police Trainee	Police Officer	1
POL445430084	Police Officer/Police Trainee	Police Officer	1
POL445430083	Police Officer/Police Trainee	Police Officer	1
POL445430082	Police Officer/Police Trainee	Police Officer	1
POL445430081	Police Officer/Police Trainee	Police Officer	1
POL445430080	Police Officer/Police Trainee	Police Officer	1
POL445430079	Police Officer/Police Trainee	Police Officer	1
POL445430078	Police Officer/Police Trainee	Police Officer	1
POL445430077	Police Officer/Police Trainee	Police Officer	1
POL445430076	Police Officer/Police Trainee	Police Officer	1
POL445430075	Police Officer/Police Trainee	Police Officer	1
POL445430074	Police Officer/Police Trainee	Police Officer	1
POL445430073	Police Officer/Police Trainee	Police Officer	1
POL445430072	Police Officer/Police Trainee	Police Officer	1
POL445430071	Police Officer/Police Trainee	Police Officer	1
POL445430070	Police Officer/Police Trainee	Police Officer	1
POL445430069	Police Officer/Police Trainee	Police Officer	1
POL445430068	Police Officer/Police Trainee	Police Officer	1
POL445430067	Police Officer/Police Trainee	Police Officer	1
POL445430066	Police Officer/Police Trainee	Police Officer	1
POL445430065	Police Officer/Police Trainee	Police Officer	1
POL445430064	Police Officer/Police Trainee	Police Officer	1
POL445430063	Police Officer/Police Trainee	Police Officer	1
POL445430062	Police Officer/Police Trainee	Police Officer	1
POL445430061	Police Officer/Police Trainee	Police Officer	1
POL445430060	Police Officer/Police Trainee	Police Officer	1
POL445430059	Police Officer/Police Trainee	Police Officer	1
POL445430058	Police Officer/Police Trainee	Police Officer	1
POL445430057	Police Officer/Police Trainee	Police Officer	1
POL445430056	Police Officer/Police Trainee	Police Officer	1
POL445430055	Police Officer/Police Trainee	Police Officer	1
POL445430054	Police Officer/Police Trainee	Police Officer	1
POL445430053	Police Officer/Police Trainee	Police Officer	1
POL445430052	Police Officer/Police Trainee	Police Officer	1
POL445430051	Police Officer/Police Trainee	Police Officer	1
POL445430050	Police Officer/Police Trainee	Police Officer	1
POL445430049	Police Officer/Police Trainee	Police Officer	1
POL445430048	Police Officer/Police Trainee	Police Officer	1
POL445430047	Police Officer/Police Trainee	Police Officer	1
POL445430046	Police Officer/Police Trainee	Police Officer	1
POL445430045	Police Officer/Police Trainee	Police Officer	1
POL445430044	Police Officer/Police Trainee	Police Officer	1
POL445430043	Police Officer/Police Trainee	Police Officer	1
POL445430042	Police Officer/Police Trainee	Police Officer	1
POL445430041	Police Officer/Police Trainee	Police Officer	1
POL445430040	Police Officer/Police Trainee	Police Officer	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
POL445430039	Police Officer/Police Trainee	Police Officer	1
POL445430038	Police Officer/Police Trainee	Police Officer	1
POL445430037	Police Officer/Police Trainee	Police Officer	1
POL445430036	Police Officer/Police Trainee	Police Officer	1
POL445430035	Police Officer/Police Trainee	Police Officer	1
POL445430034	Police Officer/Police Trainee	Police Officer	1
POL445430033	Police Officer/Police Trainee	Police Officer	1
POL445430032	Police Officer/Police Trainee	Police Officer	1
POL445430031	Police Officer/Police Trainee	Police Officer	1
POL445430030	Police Officer/Police Trainee	Police Officer	1
POL445430029	Police Officer/Police Trainee	Police Officer	1
POL445430028	Police Officer/Police Trainee	Police Officer	1
POL445430027	Police Officer/Police Trainee	Police Officer	1
POL445430026	Police Officer/Police Trainee	Police Officer	1
POL445430025	Police Officer/Police Trainee	Police Officer	1
POL445430024	Police Officer/Police Trainee	Police Officer	1
POL445430023	Police Officer/Police Trainee	Police Officer	1
POL445430022	Police Officer/Police Trainee	Police Officer	1
POL445430021	Police Officer/Police Trainee	Police Officer	1
POL445430020	Police Officer/Police Trainee	Police Officer	1
POL445430019	Police Officer/Police Trainee	Police Officer	1
POL445430018	Police Officer/Police Trainee	Police Officer	1
POL445430017	Police Officer/Police Trainee	Police Officer	1
POL445430016	Police Officer/Police Trainee	Police Officer	1
POL445430015	Police Officer/Police Trainee	Police Officer	1
POL445430014	Police Officer/Police Trainee	Police Officer	1
POL445430013	Police Officer/Police Trainee	Police Officer	1
POL445430012	Police Officer/Police Trainee	Police Officer	1
POL445430011	Police Officer/Police Trainee	Police Officer	1
POL445430010	Police Officer/Police Trainee	Police Officer	1
POL445430009	Police Officer/Police Trainee	Police Officer	1
POL445430008	Police Officer/Police Trainee	Police Officer	1
POL445430007	Police Officer/Police Trainee	Police Officer	1
POL445430006	Police Officer/Police Trainee	Police Officer	1
POL445430005	Police Officer/Police Trainee	Police Officer	1
POL445430004	Police Officer/Police Trainee	Police Officer	1
POL445430003	Police Officer/Police Trainee	Police Officer	1
POL445430002	Police Officer/Police Trainee	Police Officer	1
POL445430001	Police Officer/Police Trainee	Police Officer	1
POL445434003	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1
POL445434002	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1
POL445434001	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1
POL445429001	Police Property and Evidence Supervisor	Police Property & Evidence Supervisor	1
POL445440011	Police Records Clerk I/II	Police Records Clerk II	1
POL445440010	Police Records Clerk I/II	Police Records Clerk II	1
POL445440009	Police Records Clerk I/II	Police Records Clerk II	1
POL445440008	Police Records Clerk I/II	Police Records Clerk II	1
POL445440007	Police Records Clerk I/II	Police Records Clerk II	1
POL445440006	Police Records Clerk I/II	Police Records Clerk II	1
POL445440005	Police Records Clerk I/II	Police Records Clerk II	1
POL445440004	Police Records Clerk I/II	Police Records Clerk II	1
POL445440003	Police Records Clerk I/II	Police Records Clerk II	1
POL445440002	Police Records Clerk I/II	Police Records Clerk II	1
POL445440001	Police Records Clerk I/II	Police Records Clerk II	1
POL445494004	Police Scene Technician I/II	Police Scene Technician II	1
POL445494003	Police Scene Technician I/II	Police Scene Technician II	1
POL445494002	Police Scene Technician I/II	Police Scene Technician II	1
POL445494001	Police Scene Technician I/II	Police Scene Technician II	1
POL445470015	Police Sergeant	Police Sergeant	1
POL445470014	Police Sergeant	Police Sergeant	1
POL445470013	Police Sergeant	Police Sergeant	1
POL445470012	Police Sergeant	Police Sergeant	1
POL445470011	Police Sergeant	Police Sergeant	1
POL445470010	Police Sergeant	Police Sergeant	1
POL445470009	Police Sergeant	Police Sergeant	1
POL445470008	Police Sergeant	Police Sergeant	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
POL445470007	Police Sergeant	Police Sergeant	1
POL445470006	Police Sergeant	Police Sergeant	1
POL445470005	Police Sergeant	Police Sergeant	1
POL445470004	Police Sergeant	Police Sergeant	1
POL445470003	Police Sergeant	Police Sergeant	1
POL445470002	Police Sergeant	Police Sergeant	1
POL445470001	Police Sergeant	Police Sergeant	1
POL445489002	Police Services Administrator	Police Services Administrator	1
POL445489001	Police Services Administrator	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	Public Safety Program Coordinator	1
POL445710001	Rangemaster	Rangemaster	1
POL445748001	Records Supervisor	Records Supervisor	1
Total for Department:	**POL Police Department**		208

Position Code	Position Title	Job Name	Allocated FTE
PRL580071001	Administrative Assistant	Administrative Assistant	1
PRL580084006	Administrative Technician	Administrative Technician	1
PRL580084005	Administrative Technician	Administrative Technician	1
PRL580084004	Administrative Technician	Administrative Technician	1
PRL580084003	Administrative Technician	Administrative Technician	1
PRL580084002	Administrative Technician	Administrative Technician	1
PRL580084001	Administrative Technician	Administrative Technician	1
PRL588302001	Aquatics Maintenance Technician	Aquatics Maintenance Technician	1
PRL588300001	Arborist Technician	Arborist Technician	1
PRL580376002	Assistant Child Care Site Coordinator	Assistant Child Care Site Coordinator	1
PRL580376001	Assistant Child Care Site Coordinator	Assistant Child Care Site Coordinator	1
PRL581225009	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225008	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225007	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225006	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225005	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225004	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225003	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225002	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL581225001	Child Care Site Coordinator	Child Care Site Coordinator	1
PRL585075001	Irrigation Technician	Irrigation Technician	1
PRL585075002	Irrigation Technician	Irrigation Technician	1
PRL584152007	Librarian I/II	Librarian II	0.5
PRL584152006	Librarian I/II	Librarian II	1
PRL584152005	Librarian I/II	Librarian II	1
PRL584152004	Librarian I/II	Librarian II	1
PRL584152003	Librarian I/II	Librarian II	1
PRL584152002	Librarian I/II	Librarian II	1
PRL584152001	Librarian I/II	Librarian II	1
PRL584210005	Library Assistant I/II	Library Assistant II	1
PRL584210003	Library Assistant I/II	Library Assistant II	1
PRL584210002	Library Assistant I/II	Library Assistant II	1
PRL584210001	Library Assistant I/II	Library Assistant II	1
PRL584250003	Library Technician	Library Technician	1
PRL584250002	Library Technician	Library Technician	1
PRL584250001	Library Technician	Library Technician	1
PRL580050002	Management Analyst I/II	Management Analyst II	1
PRL580050001	Management Analyst I/II	Management Analyst II	1
PRL584517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1
PRL589545001	Natural Resources Specialist I/II	Natural Resources Specialist II	1
PRL584957009	Office Assistant I/II	Office Assistant II	1
PRL584957008	Office Assistant I/II	Office Assistant II	1
PRL584957007	Office Assistant I/II	Office Assistant II	1
PRL584957006	Office Assistant I/II	Office Assistant II	1
PRL584957005	Office Assistant I/II	Office Assistant II	1
PRL584957004	Office Assistant I/II	Office Assistant II	1
PRL584957003	Office Assistant I/II	Office Assistant II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
PRL584957002	Office Assistant I/II	Office Assistant II	1
PRL584957001	Office Assistant I/II	Office Assistant II	1
PRL585022002	Park Development Project Manager I/II	Park Development Project Manager II	1
PRL585022001	Park Development Project Manager I/II	Park Development Project Manager II	1
PRL585080018	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080017	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080016	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080015	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080014	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080013	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080012	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080011	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080009	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080008	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080007	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080006	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080005	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080004	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080003	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080002	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585080001	Parks Maintenance Worker I/II	Parks Maintenance Worker II	1
PRL585024001	Parks Planning and Development Superintendent	Parks Planning & Development Superintendent	1
PRL581278004	Parks Project Technician	Parks Project Technician	1
PRL581278003	Parks Project Technician	Parks Project Technician	1
PRL581278002	Parks Project Technician	Parks Project Technician	1
PRL581278001	Parks Project Technician	Parks Project Technician	1
PRL589543007	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543006	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543005	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543004	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543003	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543002	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589543001	Parks Recreation and Libraries Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL585082001	Parks Recreation and Libraries Director	Parks Recreation and Libraries Director	1
PRL589547003	Parks Recreation and Libraries Manager	Parks Recreation and Libraries Manager	1
PRL589547002	Parks Recreation and Libraries Manager	Parks Recreation and Libraries Manager	1
PRL589547001	Parks Recreation and Libraries Manager	Parks Recreation and Libraries Manager	1
PRL589543008	Parks Recreation and Libraries Recreation Coordinator I/II	Parks Recreation and Libraries Coordinator II	1
PRL589546005	Parks Recreation and Libraries Superintendent	Parks Recreation and Libraries Superintendent	1
PRL589546004	Parks Recreation and Libraries Superintendent	Parks Recreation and Libraries Superintendent	1
PRL589546003	Parks Recreation and Libraries Superintendent	Parks Recreation and Libraries Superintendent	1
PRL589546002	Parks Recreation and Libraries Superintendent	Parks Recreation and Libraries Superintendent	1
PRL589546001	Parks Recreation and Libraries Superintendent	Parks Recreation and Libraries Superintendent	1
PRL585069003	Parks Supervisor	Parks Supervisor	1
PRL585069002	Parks Supervisor	Parks Supervisor	1
PRL585069001	Parks Supervisor	Parks Supervisor	1
PRL589544009	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544008	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544007	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544006	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544005	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544004	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544003	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544002	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL589544001	Recreation and Library Supervisor	Recreation and Library Supervisor	1
PRL583733001	Senior Interpretive Services Specialist	Senior Interpretive Services Specialist	1
PRL587192009	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
PRL587192006	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1
PRL587192005	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1
PRL587192004	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1
PRL587192003	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1
PRL587192002	Senior Parks Maintenance Worker	Senior Parks Maintenance Worker	1
PRL581504002	Tree Trimmer I/II	Tree Trimmer II	1
PRL581504001	Tree Trimmer I/II	Tree Trimmer II	1
PRL588762001	Urban Forester	Urban Forester	1
PRL581641005	Youth Development Program Coordinator	Youth Development Program Coordinator	1
PRL581641004	Youth Development Program Coordinator	Youth Development Program Coordinator	1
PRL581641003	Youth Development Program Coordinator	Youth Development Program Coordinator	1
PRL581641002	Youth Development Program Coordinator	Youth Development Program Coordinator	1
PRL581641001	Youth Development Program Coordinator	Youth Development Program Coordinator	1
Total for Department:	**PRL Parks Recreation and Libraries**		116.5

Position Allocation Control Report

Position Code	Position Title	Job Name	Allocated FTE
PWD620071001	Administrative Assistant	Administrative Assistant	1
PWD620084006	Administrative Technician	Administrative Technician	0.75
PWD620084005	Administrative Technician	Administrative Technician	1
PWD620084004	Administrative Technician	Administrative Technician	1
PWD620084003	Administrative Technician	Administrative Technician	1
PWD620084002	Administrative Technician	Administrative Technician	1
PWD620084001	Administrative Technician	Administrative Technician	1
PWD620088003	Alternative Transportation Analyst I/II	Alternative Transportation Analyst II	0.75
PWD620088001	Alternative Transportation Analyst I/II	Alternative Transportation Analyst II	1
PWD620090001	Alternative Transportation Manager	Alternative Transportation Manager	1
PWD621005010	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005009	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005008	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005007	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005006	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005005	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005004	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005003	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005002	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621005001	Associate (PE)/Assistant/Junior Engineer	Associate Engineer (PE)	1
PWD621032005	Building Maintenance Worker I/II	Building Maintenance Worker II	1
PWD621032004	Building Maintenance Worker I/II	Building Maintenance Worker II	1
PWD621032003	Building Maintenance Worker I/II	Building Maintenance Worker II	1
PWD621032002	Building Maintenance Worker I/II	Building Maintenance Worker II	1
PWD621032001	Building Maintenance Worker I/II	Building Maintenance Worker II	1
PWD621401001	Community Relations Analyst	Community Relations Analyst	0.75
PWD621485005	Custodian	Custodian	1
PWD621485004	Custodian	Custodian	1
PWD621485003	Custodian	Custodian	1
PWD621485002	Custodian	Custodian	1
PWD621025001	Custodian Supervisor	Custodian Supervisor	1
PWD622385004	Electronics Technician I/II	Electronics Technician II	1
PWD622385003	Electronics Technician I/II	Electronics Technician II	1
PWD622385002	Electronics Technician I/II	Electronics Technician II	1
PWD622385001	Electronics Technician I/II	Electronics Technician II	1
PWD621277001	Engineering Manager	Engineering Manager	1
PWD621350001	Engineering Technician I/II	Engineering Technician II	1
PWD622565001	Equipment Maintenance Supervisor	Equipment Maintenance Supervisor	1
PWD622560004	Equipment Serviceworker	Equipment Serviceworker	1
PWD622560003	Equipment Serviceworker	Equipment Serviceworker	1
PWD622560002	Equipment Serviceworker	Equipment Serviceworker	1
PWD622560001	Equipment Serviceworker	Equipment Serviceworker	1
PWD623395001	Facilities Manager	Facilities Manager	1
PWD624321001	Facilities Supervisor	Facilities Supervisor	1
PWD623319001	Fleet Management Technician	Fleet Management Technician	1
PWD623392001	Fleet Manager	Fleet Manager	1
PWD622214001	GIS Technician I/II	GIS Technician II	1
PWD620050001	Management Analyst I/II	Management Analyst II	1
PWD624501009	Mechanic I/II	Mechanic II	1
PWD624501008	Mechanic I/II	Mechanic II	1
PWD624501007	Mechanic I/II	Mechanic II	1
PWD624501006	Mechanic I/II	Mechanic II	1
PWD624501005	Mechanic I/II	Mechanic II	1
PWD624501004	Mechanic I/II	Mechanic II	1
PWD624501003	Mechanic I/II	Mechanic II	1

Position Allocation Control Report

	Position Title	Job Name	Allocated FTE
PWD624501002	Mechanic I/II	Mechanic II	1
PWD624501001	Mechanic I/II	Mechanic II	1
PWD624957004	Office Assistant I/II	Office Assistant II	1
PWD624957003	Office Assistant I/II	Office Assistant II	1
PWD624957002	Office Assistant I/II	Office Assistant II	1
PWD624957001	Office Assistant I/II	Office Assistant II	1
PWD625519001	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1
PWD625560002	Project Coordinator	Project Coordinator	1
PWD625560001	Project Coordinator	Project Coordinator	1
PWD625635001	Public Works Director	Public Works Director	1
PWD627119001	Senior Building Maintenance Worker	Senior Building Maintenance Worker	1
PWD627170001	Senior Electronic Technician	Senior Electronic Technician	1
PWD627142003	Senior Engineer	Senior Engineer	1
PWD627142002	Senior Engineer	Senior Engineer	1
PWD627142001	Senior Engineer	Senior Engineer	1
PWD627189002	Senior Mechanic	Senior Mechanic	1
PWD627189001	Senior Mechanic	Senior Mechanic	1
PWD627187006	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627187005	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627187004	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627187003	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627187002	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627187001	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1
PWD627520001	Street Maintenance Superintendent	Street Maintenance Superintendent	1
PWD627522003	Street Maintenance Supervisor	Street Maintenance Supervisor	1
PWD627522002	Street Maintenance Supervisor	Street Maintenance Supervisor	1
PWD627522001	Street Maintenance Supervisor	Street Maintenance Supervisor	1
PWD627530019	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530018	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530017	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530016	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530015	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530014	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530013	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530012	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530011	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530010	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530009	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530008	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530007	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530006	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530005	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530004	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530003	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530002	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627530001	Street Maintenance Worker I/II	Street Maintenance Worker II	1
PWD627540005	Street Sweeper Operator	Street Sweeper Operator	1
PWD627540004	Street Sweeper Operator	Street Sweeper Operator	1
PWD627540003	Street Sweeper Operator	Street Sweeper Operator	1
PWD627540002	Street Sweeper Operator	Street Sweeper Operator	1
PWD627540001	Street Sweeper Operator	Street Sweeper Operator	1
PWD622376002	Traffic Signal Maintenance Worker I/II	Traffic Signal Maintenance Worker II	1
PWD622376001	Traffic Signal Maintenance Worker I/II	Traffic Signal Maintenance Worker II	1
PWD621059001	Transit Operations Analyst I/II	Transit Operations Analyst II	1
PWD621052001	Transportation Grants Analyst	Transportation Grants Analyst	1
PWD628938001	Vehicle Maintenance Parts Buyer	Vehicle Maintenance Parts Buyer	1
PWD628940001	Vehicle Maintenance Servicewriter	Vehicle Maintenance Servicewriter	1
PWD628952001	Warehouse Worker I/II	Warehouse Worker II	1
Total for Department:	**PWD Public Works**		112.25

Total for All Departments	Allocated FTE
	1,220.23

COUNCIL COMMUNICATION

CC #: 1186
File #: 0400-04-12-01

Title: West Park Retail Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.28.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the parcel map on file with the City Clerk and accept, on behalf of the public, the easement and right-of-way offered thereon.

BACKGROUND

The Development Services - Engineering section has reviewed the subject parcel map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 2 parcels.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

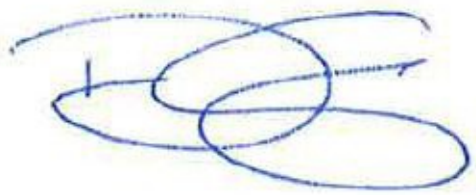
ENVIRONMENTAL REVIEW

Approval of the West Park Retail parcel map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the West Park Retail parcel map was accomplished with the preparation of an Addendum to the WRSP EIR (SCH #2002082057, certified January 9, 2004) consistent with the California Environmental Quality Act Section 15164. The Addendum was considered, and the WRSP project adopted as modified by the Addendum, by the City of Roseville on December 12, 2019. Because the West Park Retail parcel map is consistent with project evaluated in the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Addendum to the WRSP EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Parcel Map

BOOK _____ OF PARCEL MAPS, PAGE _____

PARCEL MAP

WEST PARK RETAIL

SUBDIVISION NO. PL 19-0158
BEING A SUBDIVISION OF PARCEL 2, WESTPARK PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY
DECEMBER, 2020
SHEET 1 OF 2

kpff

2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
www.kpff.com

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP OF WEST PARK RETAIL; AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIP(S) OF LAND SHOWN HEREON AND DESIGNATED "SEWER EASEMENT"

B. PUBLIC EASEMENTS FOR THE PASSAGE OF PEDESTRIAN TRAFFIC TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "P.E." (PEDESTRIAN EASEMENT)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHT OF WAY THE SOUTHWESTERN PORTION OF PROPERTY AS SHOWN HEREON AND DESIGNATED "RIGHT-OF-WAY DEDICATION"

CREEKVIEW INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY:

BY:_____
DATE

NOTARY'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____

ON _____ BEFORE
ME, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE, PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

_____
SIGNATURE PRINT NAME
MY REGISTRATION NUMBER:_____
MY COMMISSION EXPIRES:_____
MY PRINCIPLE PLACE OF BUSINESS IS THE COUNTY OF _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK RETAIL IN JANUARY 2019. I HEREBY STATE THAT THIS PARCEL MAP OF WEST PARK RETAIL SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON OR BEFORE NOVEMBER 30, 2021. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DAVID M. GARRETT, PLS NO. 8295 DATE

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF WEST PARK RETAIL AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP OF WEST PARK RETAIL IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/21
STATE OF CALIFORNIA

_____ DATE _____
TIMOTHY G. BLAIR PLS #8278

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP OF WEST PARK RETAIL AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS AND RIGHT OF WAY OFFERED HEREON FOR DEDICATION.

DATED _____ _____
CITY CLERK, CITY OF ROSEVILLE

_____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____, AT _____ _____M. IN BOOK

_____OF PARCEL MAPS, AT PAGE _____ IN THE OFFICE OF THE PLACER COUNTY RECORDER,

AT THE REQUEST OF KPFF CONSULTING ENGINEERS.

DOCUMENT NO. :2020 - _____

RYAN RONCO
RECORDER OF PLACER COUNTY

BY_____
DEPUTY

BOOK _____ OF PARCEL MAPS, PAGE _____

PARCEL MAP

WEST PARK RETAIL

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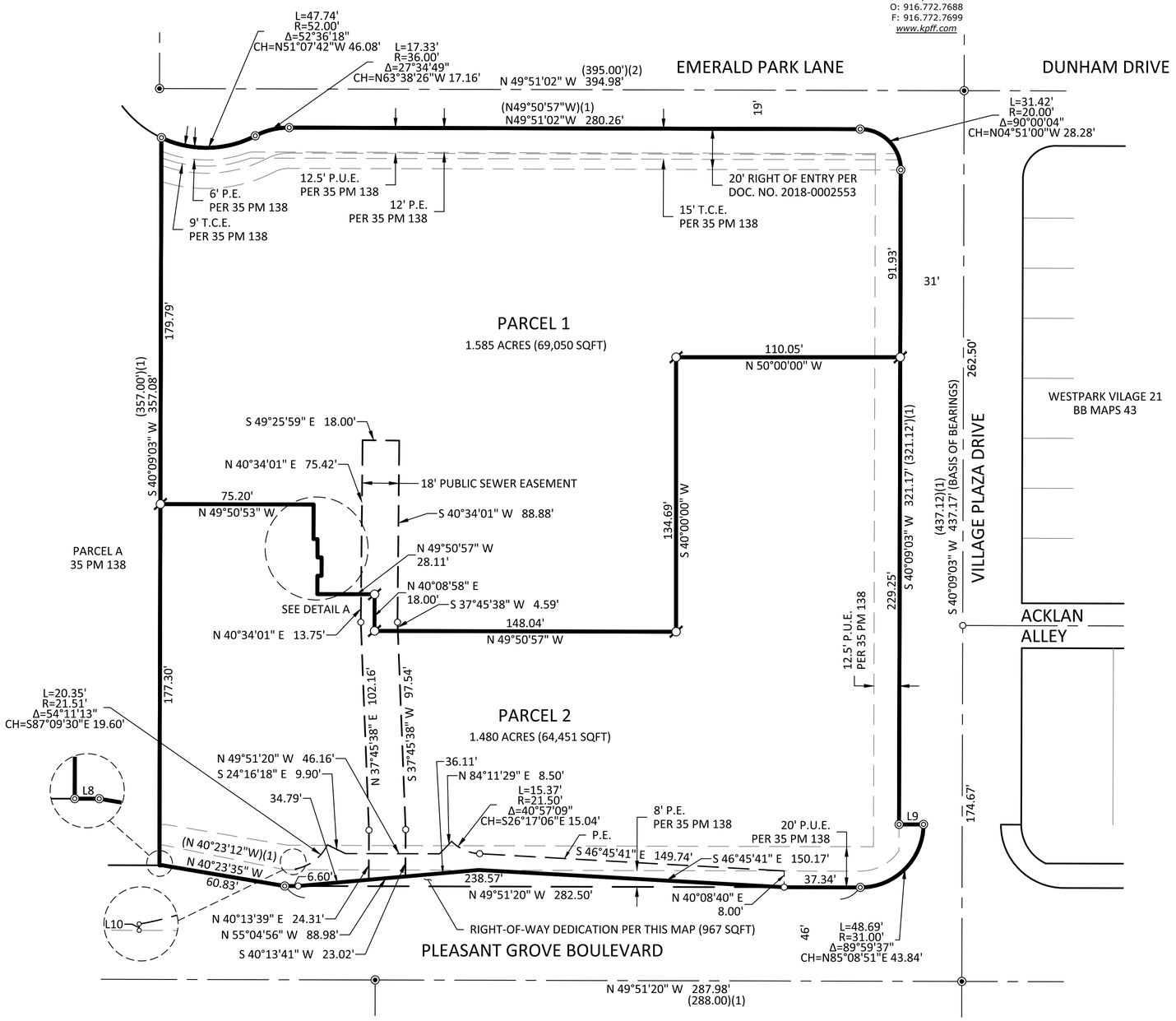


LEGEND:

○	DIMENSION POINT (NOTHING FOUND OR SET)
◉	FOUND STANDARD CITY MONUMENT WELL
◎	SET 1-1/8" BRASS CAP STAMPED "LS 8295"
⌀	SET 3/4" REBAR W/ CAP STAMPED "LS 8295"
P.U.E.	PUBLIC UTILITY EASEMENT
P.E.	PEDESTRIAN EASEMENT
(1)	35 PM 138
(2)	EE MAPS 29
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS SURVEY IS SHOWN AS THE CENTERLINE OF VILLAGE PLAZA DRIVE THAT BEARS S40°09'03"W ON THE CERTAIN FINAL MAP ENTITLED "WESTPARK VILLAGE 21" FILED FOR RECORD ON NOVEMBER 9, 2006, IN BOOK BB OF MAPS, AT PAGE 43, PLACER COUNTY RECORDS.

NOTES:

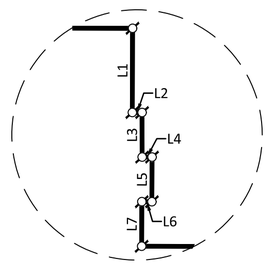
1.) THE SUM DISTANCES OF PARTS OF A LINE MAY NOT EQUAL THE TOTAL LENGTH DUE TO ROUNDING.

2.) THE TOTAL AREA OF THIS SUBDIVISION IS 3.087 ACRES CONSISTING OF 2 PARCELS.

3.) COVENANTS CONDITIONS AND RESTRICTIONS ARE BEING RECORDED CONCURRENTLY WITH THE RECORDATION OF THIS MAP AS DOCUMENT #_____ PLACER COUNTY RECORDS.

LINE TABLE:

LINE	DIRECTION	LENGTH
L1	N40°09'03"E	16.99
L2	N49°50'57"W	1.97
L3	N39°57'33"E	9.00
L4	N49°50'57"W	2.00
L5	N40°09'03"E	9.00
L6	S49°50'57"E	2.04
L7	N40°09'03"E	9.00
L8	N49°51'20"W	1.50
L9	N49°51'20"W	12.00
L10	S40°08'40"W	0.39



DETAIL A

SCALE
1 INCH = 40 FEET

COUNCIL COMMUNICATION

CC #: 1194
File #: 0102-10

Title: Resolution - Babette Owens
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Commend Babette Owens for her 16 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her on her many accomplishments and extend wishes for a long, healthy and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

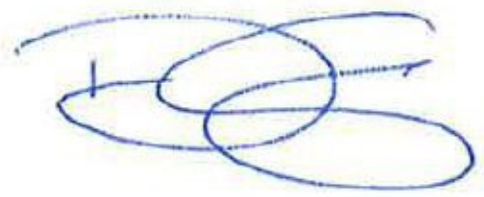
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Babette Owens

CITY OF ROSEVILLE

RESOLUTION

COMMENDATION

WHEREAS, Babette Owens began her career with the City of Roseville as an Administrative Clerk II in the Environmental Utilities Department on December 27, 2004; and

WHEREAS, Babette was promoted to a Finance Clerk II in January 2011; and

WHEREAS, Babette was promoted to a Buyer I in the Central Services Department/Purchasing Division on June 15, 2014, Babette was promoted to a Buyer II on June 25, 2016; and

WHEREAS, Babette served as a member of the Citywide Core Training Committee; and

WHEREAS, Babette was the recipient of the 2013 Pride of Roseville award in the Outstanding Work Performance Team category; and

WHEREAS, Babette served as a member of the Finance Department Organizational Culture and Leadership Committee; and

WHEREAS, Babette has served as a key member in training new Buyers for the past six years; and

WHEREAS, Babette has been a loyal employee, performing her duties in a trustworthy and reliable manner since she was hired; and

WHEREAS, Babette is now retiring after 16 years of honorable service to the City of Roseville and will be greatly missed and remembered by her friends and co-workers; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **BABETTE OWENS** be commended for her outstanding service and dedication to the City of Roseville and the Finance Department, congratulated for her accomplishments and extended wishes a long, healthy and enjoyable retirement.

SIGNED this 16th day of December, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

Sonia Orozco

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 1195
File #: 0102-10

Title: Resolution - Lisa Souza
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 7.30.

RECOMMENDATION TO COUNCIL

Commend Lisa Souza for her 26 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

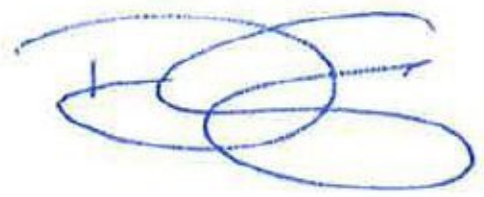
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Lisa Souza Resolution

CITY OF ROSEVILLE

RESOLUTION

COMMENDATION

WHEREAS, Lisa Souza began her career with the City of Roseville Parks, Recreation & Libraries Department in 1992 as a part-time Day Care Teacher, assigned to Sierra Gardens; and

WHEREAS, Lisa was promoted to a full time Assistant Day Care Site Coordinator in 1997 to utilize her skills to assist with leading a site; and

WHEREAS, Lisa was again promoted to Day Care Site Coordinator in 1997 to open Diamond Creek Adventure Club in 2001, the 13th Adventure Club site; and

WHEREAS, Lisa helped to create and implement program standards to achieve safe and high quality year-round programming for school-age children; and

WHEREAS, Lisa organized and implemented a Mother's Day Breakfast, Father's Day Ice Cream Social, End of Summer Talent Show, walking field trips, Kids Run Restaurant, Disney Breakfast and a Haunted House at Diamond Creek; and

WHEREAS, Lisa always worked to create a family atmosphere at her site; and

WHEREAS, Lisa was awarded a 2016 Pride of Roseville Commendation for Excellence Award in the category of "Innovative Top Team" for the creation of the Adventure Club Get Active program to promote the benefits of health and fitness to Roseville youth; and

WHEREAS, Lisa played an important role in Adventure Club's efforts to provide distance learning support during the pandemic closure. Roseville families were thankful for her hard work and dedication during this unique and challenging time; and

WHEREAS, Lisa is retiring after 26 years of faithful service to the citizens of Roseville, the City of Roseville, and the Parks, Recreation & Libraries Department and will be missed by her friends and coworkers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **LISA SOUZA** be commended for her outstanding service and dedication to the City of Roseville and congratulated for her many accomplishments, and wished a long, healthy and enjoyable retirement.

SIGNED this 16th day of December, 2020.

_____

KRISTA BERNASCONI, MAYOR

ATTEST:

_____

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #:
File #:

Title:	Consent Calendar
Contact:	

Meeting Date: 12/16/2020
Item #:

COUNCIL COMMUNICATION

CC #: 1187
File #: 1003

Title:	290 Conference Center Drive - Purchase and Sale Agreement
Contact:	Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement for the sale of the parcel located at 290 Conference Center Drive in the amount of $4,815,558, authorizing the City Manager to execute the necessary Grant Deed, and authorizing the City Manager or his designee to execute all necessary escrow documents.

BACKGROUND

The project site is located within the North Central Roseville Specific Plan (NCRSP) at the terminus of Conference Center Drive. The 11 acre undeveloped site has a Community Commercial - Special Area Overlay (CC/SA-NC) zoning designation and is bordered by Highway 65 to the north, open space to the east (Westfield Galleria Mall beyond), a vacant parcel to the south (Hyatt Place beyond), and Villasport athletic club to the west.

In August of 2014, City Council approved a Major Project Permit (MPP) Stage 1 and Stage 2 for the construction of a 250-room, ten-story, 190,000 square-foot hotel and 20,000 square-foot conference facility. That project was never constructed and in October of 2019 a MPP extension was approved extending the effectuation date of those entitlements to August 6, 2024. To date, the site has remained vacant and the City has no plans to develop or partner on the development of the site.

There are no identified future City needs for this land and the property is underutilized. Accordingly, the City Council declared the property as surplus on October 23, 2019. As required by the Surplus Land Act, letters offering to sell or lease the property were sent to local public and affordable housing developers; park, recreation and open space agencies; and school districts. None of these agencies expressed an interest in leasing or purchasing the property. The City has complied with the Surplus Land Act, and may dispose of the property pursuant to its own real property disposition procedures.

In June of 2020, the City released a Request for Proposals (RFP) for the sale and development of the subject site with the objective of developing the property in support of economic

development efforts.

In response to the RFP, the City received two proposals and selected the project presented by APRR Management, LLC. due to the purchase price (highest offer by over $1 million) and the level of detail of the conceptual development plan (further project details are provided in the Project Description section below). At this time, the City wishes to move forward with the sale of the property as outlined within this report and consistent with the terms of the Purchase and Sale Agreement (see Attachment 1).

Project Description

The conceptual development plan noted in the RFP response includes a 64,000 square-foot (132 room) five-story luxury hotel, a 74,000 square-foot (123 room) four-story extended stay hotel, and an 80,000 square-foot two story office/retail building. The two story mixed use building will include an indoor/outdoor market with a retail, dining, and entertainment component on the ground floor and approximately 40,000 square feet of office space (accommodating up to a 160 person office space) on the second floor. The project is proposed to offer a dynamic mix of uses with a developed area totaling between 220,000 and 240,000 square feet (see Attachment 2).

The project design is preliminary in nature and will likely be modified as additional input is provided through the development process. The project will be evaluated per the California Environmental Quality Act (CEQA), prior to obtaining the appropriate approvals from the Development Services Department.

Purchase and Sale Agreement

Based on negations with APRR Management, LLC, City staff proposes moving forward with a Purchase and Sale Agreement. The Purchase and Sale Agreement identifies the terms and conditions of the property sale. Conditions of particular note are outlined below:

1. Purchase Price – The Buyer will purchase the property at a cost of $10.05 per square foot (for a total purchase price of $4,815,558).
2. Finance Terms – There is no funding request of the City. Additionally, no loan is needed for the Buyer to purchase the property and the offer is not contingent on the Buyer obtaining outside financing; however, due to the impacts of the COVID 19 pandemic, the applicant wishes to deposit funds into escrow in two phases to free up capital while completing their due diligence items. As such, a $150,000 non-refundable (pending compliance with PSA Paragraphs 10, 11, and 13(b) regarding seller defaults) earnest money deposit, will be deposited into an escrow account no later than February 15, 2021. Following that, the final payment installment will be made at the close of escrow no later than June 30, 2021.
3. Assignment Provision – The Buyer may reassign this Agreement (or any portion therein) to another legal entity following written consent of the City.
4. Close of Escrow – The close of escrow shall occur by June 30, 2021.

Pursuant to approval of the Purchase and Sale Agreement, staff estimates a property escrow of six (6) months wherein the Buyer will work on: 1) due diligence studies; 2) market research; and 3) processing of the Planning entitlements. The City retains the discretion regarding the approval of any future Planning entitlements.

FISCAL IMPACT

The proceeds from the sale of the property (totaling $4,815,558 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund (SIF). No General Fund resources will be used as part of this project.

Following the sale of additional surplus property, staff anticipates returning to Council to request the allocation of funds to help initiate new economic development programs. Staff will bring back the proposed economic development programs to Council for review and consideration at a later date.

Economic Development / Jobs Created

The sale of the property will catalyze development at this site and will create several hundred jobs (related to construction, service and professional industries) and generate sales tax and transient occupancy tax (TOT) (related to the project's retail, commercial and hotel components). In addition, the anticipated development will result in approximately 95 million dollars in capital investment, and annual property tax revenue will be generated, as the property will be converted from a tax-exempt property to a taxable property.

Further, staff finds the proposal to be in the City's best interest for the following reasons:

- The conceptual development proposal is consistent with the NCRSP and the proposed uses are principally permitted at the current location;
- The proposed project would provide unique amenities to the City's retail core;
- The City has no plans to utilize the property for governmental purposes and the sale of the site would remove the City's obligations to manage real property; and
- The project does not include any public financial or ownership participation and will be financed with private equity.

Based on the analysis noted within this report, Council can make the finding (per RMC Section 4.12.110(B)) that the sale and development of the property is in the best interest of the City.

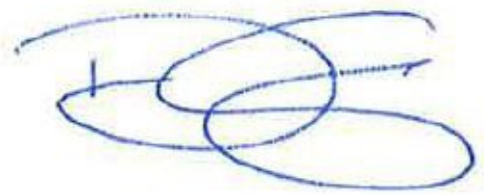
ENVIRONMENTAL REVIEW

The proposed project involves the sale of surplus property not located in an area of statewide, regional or area wide concern. This activity is categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-499

Purchase and Sale Agreement

Attachment 2 - RFP Response

Attachment 3 - Property Appraisal

Attachment 4 - Title Report

RESOLUTION NO. 20-499

APPROVING A PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND APRR MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT DEED AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City is the owner of approximately 11 acres of certain real property located at 290 Conference Center Drive in Roseville, California (Subject Property); and

WHEREAS, the Subject Property is located within the North Central Roseville Specific Plan (NCRSP) at the terminus of Conference Center Drive and has a Community Commercial - Special Area Overlay (CC/SA-NC) zoning designation; and

WHEREAS, in August of 2014, City Council approved a Major Project Permit (MPP) Stage 1 and Stage 2 for the construction of a 250-room, ten-story, 190,000 square-foot hotel and 20,000 square-foot conference facility; and

WHEREAS, the hotel and conference facility was never constructed and in October of 2019, a MPP extension was approved extending the effectuation date of those entitlements to August 6, 2024; and

WHEREAS, since there are no identified future City needs for this land and the Subject Property is underutilized, the City Council declared the property as surplus on October 23, 2019; and

WHEREAS, the City has complied with the Surplus Land Act, and may dispose of the Subject Property pursuant to its own real property disposition procedures; and

WHEREAS, in June of 2020, the City released a Request for Proposals (RFP) for the sale and development of the Subject Property with the objective of developing the property in support of economic development efforts; and

WHEREAS, the City received two proposals and selected the project presented by APRR Management, LLC due to the purchase price and the level of detail of the conceptual development plan; and

WHEREAS, the sale of the Subject Property is within the City's best interest for the reasons outlined in the staff report.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale Agreement for the sale of real property located at 290 Conference Center Drive in Roseville, California is hereby approved and the City Manager is authorized to execute said agreement and the grant deed and the City Manager or designee is further authorized to execute all escrow related documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PURCHASE AND SALE AGREEMENT

290 Conference Center Drive

This Purchase and Sale Agreement ("**Agreement**"), is entered into this 16th day of December, 2020 ("**Effective Date**") by and between the City of Roseville, a municipal corporation ("**Seller**") and APRR Management, LLC, a California limited liability company, or its nominee or assignee ("**Purchaser**").

RECITALS

A. Seller is the owner of the vacant parcel of real property consisting of approximately eleven and seven-tenths (11.7) acres, located in Placer County, City of Roseville, California, more particularly described on **Exhibit A** attached hereto ("**Land**") (the Land, together with the rights described in Section 1 hereof are hereinafter referred to collectively as the "**Property**").

B. Seller desires to sell, and Purchaser desires to purchase, the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of ten dollars, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Agreement to Purchase and Sell. Purchaser hereby agrees to purchase, and Seller hereby agrees to sell, the Property for the price and on the terms and conditions set forth herein. The Property includes, without limitation, (i) all water rights, (ii) all surface rights, all rights of lateral and subjacent support, and all gas, oil, coal, mineral and mining rights held by Seller with respect to the Land, (iii) copies of all plans and specifications, structural, engineering, soils, seismic, geologic, environmental and architectural reports, studies and certificates, and other records, correspondence, reports, studies and other documents relating to such reports, studies and certificates with respect to the Property, (iv) all other intangible property and intangible rights, if any, relating to the Property, including, without limitation, (a) licenses, permits, development rights, entitlements, impact fees, credits utility capacity allocations, consents and approvals relating to the Property, and (b) if still in effect, guaranties and warranties received by Seller from any contractor, manufacturer or other person or entity in connection with the Property, (v) any and all other easements, rights of way, privileges, rights and appurtenances that are in any way associated with the Land, and (vi) copies of all books and records to the extent pertaining to the operation and maintenance of the Property, and all operating and maintenance files, and other files whatsoever to the extent used in connection with the ownership and operation of the Property or any part thereof.

2. Purchase Price. Subject to adjustments, credits and prorations at Closing as set forth herein, the purchase price for the Property shall be Four Million Eight Hundred Fifteen Thousand Five Hundred Fifty-Eight Dollars ($4,815,558.00) ("**Purchase Price**"). At the closing of the purchase and sale provided for herein ("**Closing**"), the entire Purchase Price shall be payable, less a credit for all Earnest Money paid hereunder ("**Closing Payment**").

3. **Earnest Money.** On or before February 15, 2021, Purchaser shall pay to Escrow Agent by check or wire transfer the sum of One Hundred and Fifty Thousand Dollars ($150,000) as earnest money for the Property plus any interest accrued thereon (collectively "**Earnest Money**"). Payments of Earnest Money made prior to February 15, 2021 are refundable as provided for in Section 8 (Objections to Title) and Section 9 (Purchasers Right of Inspection). Notwithstanding anything stated to the contrary within this agreement, the Earnest Money shall be non-refundable commencing on February 16, 2021, except as provided for in Sections 10, 11 and 13 (b). The parties hereto agree that the Earnest Money (a) shall be held and disbursed as provided herein and (b) shall be applicable to the Closing Payment at Closing in the event that Closing occurs hereunder. If and as Purchaser directs, the Escrow Agent shall invest the Earnest Money in an interest-bearing savings account or in short-term U.S. Treasury Bills or similar cash equivalent securities. All interest earned on the Earnest Money shall at all times belong to Purchaser.

4. [Intentionally Omitted.]

5. **Closing.**

(a) **Closing Date.** The Closing shall take place on June 30, 2021, or on such earlier date as may be designated by Purchaser upon at least five (5) business days' advance written notice to Seller (which notice may be made by email) (the earlier of (i) the actual date of Closing, and (ii) the date required for Closing hereunder being referred to herein as the "**Closing Date**"). The Closing shall take place at the offices of the Escrow Agent and shall be conducted pursuant to an escrow-style closing through the Escrow Agent (or such other party selected by Purchaser and Seller) so that it will not be necessary for any party to physically attend the Closing.

(b) **Closing Deliveries.** At or in conjunction with the Closing, each party shall execute and deliver all documents and the funds reasonably necessary to effect and complete the Closing.

(i) **Seller's Deliveries.** As part of the Closing, Seller shall deliver to Purchaser and/or Escrow Agent, as applicable, the following:

(A) Grant deed ("**Deed**"), duly executed by Seller and notarized for recording, conveying to Purchaser fee simple title to the Property in a form required by Escrow Agent.

(B) An assignment and bill of sale duly, executed by Seller, conveying any and all Property that is or might be considered personal property.

(C) Evidence of termination of any management agreement for the Property and any service contracts which Purchaser does not elect to assume.

(D) An owner's title affidavit and indemnity, duly executed by Seller, in form and substance satisfactory to Purchaser and the Escrow Agent (in its capacity as the title insurance company insuring Purchaser's fee simple title to the Property), which affidavit shall be sufficient to permit Purchaser to obtain title insurance for the Property without any standard exceptions, including, without limitation, any exception for liens of laborers, mechanics

or materialmen, or parties in possession ("**Owner's Affidavit**"). However, Purchaser acknowledges that the deletion of the standard survey exception will require delivery by Purchaser of an ALTA survey to the title insurance company.

(E) An affidavit, duly executed by Seller, in form and substance satisfactory to Purchaser, stating that Seller is not a "foreign person," as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(a)(30), and stating Seller's address and United States taxpayer identification number.

(F) Such certificate or affidavit, if any, duly executed by Seller, as is required under applicable provisions of California law and regulation, to assure Escrow Agent and Purchaser that California tax withholding is not required. If Seller fails to deliver such certificate or affidavit, and otherwise fails to provide Escrow Agent and Purchaser reasonably satisfactory assurance that withholding is not required, then Escrow Agent and Purchaser shall be entitled to withhold applicable California taxes if and to the extent required by applicable California law and regulation.

(G) Such other documents, agreements and certificates, duly executed by Seller, as Purchaser or Escrow Agent may reasonably require in order to consummate the sale of the Property in accordance with this Agreement, including, without limitation, instruments reasonably satisfactory to Purchaser and Escrow Agent reflecting the proper authority of Seller to consummate the transactions contemplated by this Agreement.

(ii) Purchaser's Deliveries. As part of the Closing, Purchaser shall deliver to Seller and/or Escrow Agent, as applicable, the following:

(A) The Closing Payment, as adjusted by the application of the Earnest Money and by the prorations and credits specified herein, shall be paid in immediately available funds.

(B) Such other documents, agreements and certificates as Seller or Escrow Agent may reasonably require in order to consummate the sale of the Property in accordance with this Agreement.

(c) Closing Costs. Seller shall pay (i) all recording fees due and payable in connection with the delivery and recording of any documents to release any Monetary Encumbrances, (ii) the premium for an Owner's Policy of Title Insurance issued by Escrow Agent in the amount of the Purchase Price, (iii) all transfer, deed, recording or stamp taxes, and (iv) one-half of any escrow fee or closing fee charged by Escrow Agent. Purchaser shall pay (i) one-half of any escrow fee or closing fee charged by Escrow Agent, (ii) if Purchaser elects to obtain an ALTA Extended Coverage Owner's Policy, then Purchaser shall pay the additional premium for such extended coverage, and (iii) all recording fees due and payable in connection with the delivery and recording of the Deed and the Deed of Trust. Seller and Purchaser shall each pay their own attorneys' fees.

(d) Prorations. Real estate taxes pertaining to the Property shall be prorated as of midnight of the day immediately preceding the day of Closing Date. Real estate taxes shall be prorated on a calendar year basis based upon the amount of said taxes for the taxable year in which

the Closing occurs if said amount is known at the time of the Closing; if said amount is not known, then such taxes shall be prorated on the basis of the taxes assessed for the preceding year after making a fair and reasonable allocation of such assessment between the Property and any other property covered by such assessment. Should the actual assessment for the year in which the Closing occurs be more or less than the amount used as a basis for such proration, Seller or Purchaser, promptly upon receipt by either of them of the notice or bill for such taxes, will make the proper adjustment so that such proration will be accurate, based upon the actual amount of such taxes; and payment shall be made promptly to Seller or Purchaser, whichever shall be entitled to such payment, by the other party for the purpose of making such adjustment. Notwithstanding the foregoing, Purchaser, at the sole discretion of Purchaser, shall have the right, in the name of Purchaser or Seller but at the expense of Purchaser, to contest and appeal any such tax or assessment, and any adjustment in proration shall be based upon the amount of such taxes finally determined upon such contest or appeal and shall be paid promptly upon the determination of such amount, if Purchaser shall elect to make such contest or appeal. In no event shall the amount of taxes to be borne by Purchaser hereunder include any amounts that are attributable to other property included within the tax bill that covers the Property. In the event that taxes or additional taxes, assessments, re-assessments, penalties and/or interest may be due with respect to periods prior to Closing, (excluding taxes or additional taxes, assessments, re-assessments, penalties and/or interest which may be due by reason of Seller's transfer of the Property to Purchaser), Seller shall be solely responsible for payment of all such taxes, assessments, penalties and interest. Seller shall be responsible for all utility or other expenses of the Property incurred through the Closing Date.

(e) Conveyance. Seller shall deliver possession of the Property immediately upon Closing, free and clear of any tenancies or occupancies and in the same condition as the Property exists on the Effective Date (subject to the Permitted Exceptions).

6. [Intentionally Omitted.]

7. Warranties and Representations.

(a) Seller does hereby warrant and represent to Purchaser as follows:

(i) Seller owns good and marketable fee simple title to the Property.

(ii) Seller has not entered into any leases, tenancies, licenses, occupancies, or occupancy agreements with respect to the Property or any portion thereof which remain in effect, whether written or oral, and no person or entity, is in possession or has any right of possession to all or any portion of the Property.

(iii) To Seller's actual knowledge, the Property has never been used as a landfill or as a dump for garbage or refuse and there are no subsurface or underground foundations, improvements or structures on the Property.

(iv) Seller has not received any written notice of any (A) violation of any right, law, statute, ordinance, order, regulation, or requirement (including, without limitation, any environmental or hazardous substances law, rule or regulation), or (B) default or breach of any loan document, lease or other agreement affecting all or any portion of the Property that has not been fully cured prior to the Effective Date.

(v) There is no action, suit or proceeding pending or, to Seller's actual knowledge, threatened or contemplated against or affecting the Property, either directly or indirectly.

(vi) There are no pending or to Seller's actual knowledge, threatened condemnation, expropriation, eminent domain or similar proceeding with respect to the Property, nor has Seller received any notice that any such proceeding is contemplated.

(vii) To Seller's actual knowledge, (A) the Property does not contain, no activity on the Property has produced, and the Property, has not been used in any manner for the storage, discharge, deposit or dumping of, (1) any Hazardous Materials (as hereinafter defined), (2) oil or other petroleum products, (3) any other material whose nature and/or quantity of existence, use, manufacture or effect renders it subject to Federal, state or local laws or regulation, investigation, remediation or removal, or (4) other waste or contamination, whether of soil, ground water or otherwise, and (B) the Property does not contain and has never contained any underground tanks or above ground tanks of any type, and there are no surface or subsurface conditions that constitute or with the passage of time may constitute, a public or private nuisance. "**Hazardous Material**" is hereby defined as any substances or materials identified to be toxic or hazardous according to any applicable Environmental Laws (as hereinafter defined), including, without limitation, any asbestos, asbestos containing materials, pcb, radioactive substance, methane, volatile hydrocarbons, industrial solvents, oil, gasoline, petroleum products, petroleum by-products or any other material or substance which has in the past or is presently generally known to constitute a health, safety or other environmental hazard to any person or property, including, but not limited to, those substances defined or described in 40 C.F.R. § 261, as amended, and/or in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq.), as amended, the Occupational Health and Safety Act (29 U.S.C. § 655, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §135, et seq.), the National Environmental Policy Act (42 U.S.C. §4321, et seq.), the Noise Control Act (42 U.S.C. §4901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §11001, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.) the Clean Air Act, as amended (42 U.S.C. §7401, et seq.), the Safe Drinking Water Act (42 U.S.C. §300 f, et seq.), the Uranium Mill Tailings Radiation Control Act (42 U.S.C. §7901, et seq.) and in the amendments, regulations, orders, decrees, permits or licenses adopted and promulgated pursuant thereto. "**Environmental Laws**" is hereby defined as those federal, state and local laws, rules or regulations relating to past, present or future emissions, discharges, releases or threatened releases of Hazardous Material, or the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Material.

(viii) Seller has the full and complete right, power and authority to enter into this Agreement and to perform Seller's obligations hereunder and the other agreements contemplated herein (including, without limitation, the execution, delivery and performance of its obligations under the documents required to be delivered at Closing) and will deliver satisfactory evidence of such right, power and authority to Purchaser at the Closing.

(ix) Other than this Agreement, Seller has not entered into any agreements that are in effect, and to Seller's knowledge, there are no agreements, that grant a commitment, option, right of first refusal or any other, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

(x) To Seller's knowledge, no portion of the improvements on the Land is a historic structure or landmark and neither such improvements or the Land is located within any historic district pursuant to any federal, state or local law or regulation.

(xi) Neither Seller nor, to Seller's knowledge, any of its employees, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(xii) Seller has obtained, or will have obtained by Closing, all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, or encumbrance by which Seller or the Property is bound.

(xiii) Seller has made no commitments to or agreements with any Governmental Authority or any other person which are binding upon the Property following the Closing.

(xiv) Seller has not received written notice of an intention of any Governmental Authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property.

(xv) The Property has a valid major project permit and associated environmental documents, the Purchaser's actual proposal may require Purchaser to modify the exisiting permit and cause additional CEQA analysis to be prepared.

(xvi) All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor for or supplied material to Seller with respect to the Property have been paid in full, and all liens arising from any such services, labor or materials (or claims with which the passage of time or notice or both could mature into liens) have been satisfied and released.

(xvii) The Property is currently zoned for uses which include the Intended Use (defined hereinafter).

(b) Purchaser does hereby warrant and represent to Seller as follows:

(i) Purchaser has been duly organized and is validly existing as a limited liability company in good standing in the State of California. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement

has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(ii) There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(iii) Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, nor to Purchaser's knowledge, any of their members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action;

(c) All of the foregoing warranties and representations of Seller and Purchaser are made for the sole benefit of other party and may be waived by the benefited party, in whole or in part, by written waiver delivered to party making the warranties or representations. All representations and warranties set forth within this Agreement shall survive the Closing and the delivery of the Deed at Closing for a period of three (3) years ("**Survival Period**") and thereafter shall be of no further force or effect.

(d) <u>Condition of the Property</u>.

(i) Except for Seller's representations, warranties and covenants set forth in this Agreement and any other documents executed in connection with the transaction contemplated by this Agreement, Seller has not made, and specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the financial, legal, title, physical, environmental or any other condition of the property.

(ii) Purchaser represents that it is a knowledgeable, experienced and sophisticated Purchaser of real estate and that except for Seller's representations, warranties and covenants set forth in this agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property. Purchaser will have the opportunity to conduct such inspections and investigations of the Property and condition of the Property as Purchaser deems necessary and, subject to Seller's representations and warranties in this Agreement or in the documents delivered by Seller at Closing, Purchaser shall rely upon same. Subject to Seller's representations and warranties and Seller's other covenants under this Agreement, upon the Closing Date, (A) Purchaser shall assume the risk that adverse matters, including adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations; (B) Purchaser acknowledges and agrees that Seller shall sell and convey to

Purchaser and Purchaser shall accept the Property "as is, where is" with all faults; (C) Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the, Property furnished by any real estate broker, Seller, employee, servant or other person, unless the same are specifically set forth or referred to herein and (D) Purchaser acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Purchaser has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. The terms and conditions of this section shall expressly survive the Closing Date and shall not merge with the provisions of the Deed and any other closing documents. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth in this section are an integral part of this agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above. Purchaser agrees and acknowledges that except as otherwise expressly provided in this Agreement, Seller shall not incur any cost or liability to Purchaser with respect to the content or accuracy of any report, opinion or conclusion of any person who has examined the Property, whether retained by Seller or not. Purchaser further acknowledges that Purchaser has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of Purchaser's own accounting, tax, legal, architectural, engineering, property management and other advisers. Except to the extent required by this Agreement, Seller is not responsible for making any repairs to the property and/or improvements thereto or thereon either before or after the Closing.

8. <u>Objections to Title</u>.

(a) On or before fourteen (14) days from the Opening of Escrow, Seller shall cause Escrow Agent to deliver to Purchaser a title insurance commitment as of a recent date for the Property together with copies of the underlying title exception documents referenced therein (collectively the "**Title Commitment**"). On or before January 22, 2021 (the "**Title Objection Period**"), Purchaser shall deliver to Seller a written statement of objections ("**Purchaser's Objections**"), if any, to Seller's title to the Property, and Seller shall have until fifteen (15) days after the receipt of such notice ("**Seller Title Response Period**") to give Purchaser written notice of those items of Purchaser's Objections which Seller elects to cure or remove the same; provided however, Seller shall have no obligation to give such written notice or cure any of Purchaser's Objections (except for Monetary Encumbrances as provided in Section 8(c) hereof and encumbrances resulting in a breach under Section 12(c) or 12(d) hereof). In the event that Seller gives notice to Purchaser that it elects not to cure any of Purchaser's Objections, or fails to respond to all of Purchaser's Objections within said fifteen (15) day Seller Title Response Period, Purchaser shall have the right to terminate this Agreement on or before the date that is five (5) days following the expiration of the Seller Title Response Period. In the event that Purchaser fails to terminate this Agreement on or before the date that is five (5) days following the expiration of the Seller Title Response Period, Purchaser shall be deemed to have waived any right to terminate based upon Purchaser's Objections and Seller shall have no further obligations related thereto; provided however, Seller shall remain obligated to cure any Monetary Encumbrances at Closing as provided in Section 8(c) hereof and Seller shall remain liable with respect to any breach of Section 12(c) or 12(d) hereof. If Seller fails to cure (i) all Purchaser's Objections for which Seller gave Purchaser

written notice of Seller's election to cure or remove as provided above on or before five (5) business days prior to Closing, or (ii) any and all Monetary Encumbrances at or prior to Closing, then, in either case, Purchaser shall have the right, (A) to maintain this Agreement in full force and to receive a credit at Closing in the amount necessary, in Purchaser's reasonable determination, for Purchaser to cure such Purchaser's Objections and Monetary Encumbrances, or (B) to terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser, and Seller shall, immediately upon demand by Purchaser, reimburse Purchaser for the costs and expenses incurred by Purchaser in connection with the transactions contemplated hereby in an amount not to exceed One Hundred Thousand Dollars ($100,000.00), and thereafter no party shall have any rights, claims, obligations or liabilities hereunder, except for those that are expressly provided herein to survive a termination of this Agreement.

(b) Notwithstanding the foregoing, Purchaser may examine or re-examine title to the Property up to and including the date of Closing and give Seller written notice of objections to any additional encumbrances (i) which newly appear of record subsequent to the effective date of the Title Commitment, or (ii) which are not filed of record and properly indexed prior to the effective date of such Title Commitment (any such objection a "**New Objection**") and Seller shall have until Closing to cure any New Objection. Except for any Monetary Encumbrances, in the event that Seller fails or refuses to provide evidence reasonably acceptable to Purchaser that all such New Objections shall be removed at Closing in a manner which will permit Purchaser to obtain at Closing title insurance without exception therefor, then Purchaser shall have the right, (A) to maintain this Agreement in full force and to receive a credit at Closing in the amount necessary, in Purchaser's reasonable determination, for Purchaser to cure such New Objections and Monetary Encumbrances, or (B) to terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser, and Seller shall, immediately upon demand by Purchaser, reimburse Purchaser for the costs and expenses incurred by Purchaser in connection with the transactions contemplated hereby in an amount not to exceed One Hundred Thousand Dollars ($100,000.00), and thereafter no party shall have any rights, claims, obligations or liabilities hereunder, except for those that are expressly provided herein to survive a termination of this Agreement. Any exceptions to title to which Purchaser does not object under Section 8(a) hereof or as to any New Objection on or before Closing (other than any Monetary Encumbrance and any encumbrance created by Seller after the date hereof), any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "**Permitted Exceptions**". The provisions of this Section 8 shall not be construed to limit or expand any remedy of Purchaser for breach by Seller of the covenants set forth in Section 13(b) and Section 14 hereof.

(c) It shall be a condition to Purchaser's obligation to close this transaction that the Escrow Agent shall have issued the Title Policy to Purchaser (or be unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). "**Title Policy**" means an extended coverage American Land Title Association (ALTA) Form Owner's Policy of Title Insurance insuring Purchaser's fee simple title to the Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to Permitted Exceptions. Notwithstanding anything contained herein to the contrary, (i) Seller covenants and agrees to deliver title to the Property at Closing free and clear of, and agrees to discharge, any and all mortgages or other monetary liens, judgments or mechanics liens (as used herein "mortgage" includes any mortgage, deed of trust, deed to secure debt and similar security instrument securing an indebtedness of Seller and encumbering the Land or any portion thereof), regardless of whether

Purchaser objects to same (collectively, a "**Monetary Encumbrance**"), and (ii) any Monetary Encumbrance, any tenants or other parties in possession of all or any portion of the Property, and any other standard/general title exceptions that can be deleted from the Title Policy by delivery of the Owner's Affidavit at Closing shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser.

9. Purchaser's Right of Inspection.

(a) Seller does hereby grant to Purchaser, its agents, engineers, surveyors and other representatives the right, during the term of this Agreement, to enter upon the Property to inspect, examine and survey the Property and otherwise do that which, in the opinion of Purchaser, is necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Purchaser, topographical conditions, the presence or absence of hazardous or toxic materials or oil, and the presence or absence of subsurface water and rock, and to make tests to determine the physical condition of the Property. Purchaser may perform any soil or other borings, any invasive or similar procedures or any other environmental tests on the Property if such tests are recommended or required by Purchaser's phase 1 environmental report or property condition report. Purchaser shall submit to Seller a written proposal from an environmental or geotechnical engineer (the "**Engineer's Plan**") specifying in reasonable detail the scope and general location of such borings or procedures and such borings and procedures are to be conducted by a general contractor or an engineering firm licensed in the State of California to perform such procedures. The Engineer's Plan shall be subject to the approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees to indemnify and hold Seller harmless from and against any damages arising directly from Purchaser's inspection and testing of the Property, provided however, the forgoing indemnity shall not apply with respect to any claims, damages, liabilities or expenses arising out of the mere discovery by Purchaser, or the failure to report any pre-existing conditions, or any acts or omissions of Seller, its agents, employers, contractors, officers or invitees. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement and shall, to the extent Purchaser fails to purchase the Property by the Closing Date or terminates this Agreement as provided herein, include Purchaser's obligation to promptly restore any portions of the Property damaged or disturbed in connection with Purchaser's tests and surveys to its condition on the date hereof to the extent practicable after all such tests or surveys. Within three (3) days following the Effective Date, Seller shall deliver to Purchaser all documents, agreements, notices and reports related to the Property in Seller's possession or control, including, without limitation:

(i) The most recent existing survey of the Property.

(ii) A copy of the most recent title insurance policy issued with respect to the Property.

(iii) Copies of all service contracts related to the Property.

(iv) Copies of all operating statements with respect to the Property for the prior three (3) years.

(v) Copies of all correspondence with any Governmental Authorities concerning the Property.

(vi) All zoning, site plan approval and re-zoning applications and materials, any notices of violations or breaches from any third party with respect to the Property.

(vii) Any traffic studies performed by Seller relative to the Property and any challenges thereto.

(viii) Any architectural and engineering plans and specifications with respect to the Property.

(ix) Any environmental reports or studies with respect to the property or any surrounding property.

(x) All references to the Property in any general or specific plans proposed or approved by Seller and any challenges thereto.

(xi) Copies of the results of any soil, hazardous or toxic waste, or other tests and reports conducted upon or concerning the Property.

Additionally, in the event that Purchaser requests additional due diligence materials in writing with reasonable specificity, Seller agrees to use commercially reasonable efforts to review its files and shall promptly deliver to Purchaser copies of such information, if any, in Seller's possession or control (collectively, the "**Property Due Diligence**").

(b) Seller acknowledges that Purchaser has not completed Purchaser's inspection of the Property, examination of the Property Due Diligence, or studies of the physical and economic feasibility of Purchaser's contemplated use of the Property. Accordingly, Purchaser shall have the right from the opening of escrow to February 15, 2021 (the "**Inspection Objection Period**"), to terminate this Agreement for any reason whatsoever in Purchaser's sole and absolute discretion by delivering written notice of such termination to Seller prior to the expiration of the Inspection Objection Period. In the event of such termination, all Earnest Money shall be returned to Purchaser, except that Seller shall retain the sum of $100.00 for the right to have such Inspection Objection Period for inspection, examination and study, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Agreement. In the event Purchaser does not elect to terminate this Agreement prior to the expiration of the Inspection Objection Period, then the Earnest Money shall become non-refundable (except in the event of a breach or default of this Agreement by Seller or as otherwise specifically provided in this Agreement, including, without limitation, in the event of a failure to satisfy a condition set forth in Section 11 hereof), but shall remain applicable as a credit against the Purchase Price.

(c) In the event Purchaser terminates this Agreement during or at any point after the Inspection Objection Period, Purchaser agrees to promptly return to Seller all Property Due Diligence delivered to Purchaser by Seller, along with copies of any environmental studies, topographical maps, engineering reports, surveys or other items of third party due diligence that Purchaser has procured in connection with investigation of the Property. Seller acknowledges and agrees that Purchaser does not make any representation or warranty with respect to the studies, reports or other due diligence items that it delivers to Seller and that Seller shall not be entitled to rely on such items.

10. Risk of Loss and Condemnation or Casualty.

(a) Until the purchase of the Property has been consummated at the Closing, all risk of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. For purposes of this Agreement, any contamination of the Property with Hazardous Materials, or release or discharge at the Property of Hazardous Materials, occurring on or after the Effective Date shall constitute a casualty.

(b) If, at any time prior to the Closing, any action or proceeding is filed or threatened, under which the Property, or any material portion thereof, may be taken pursuant to any law, ordinance or regulation, or by condemnation or the right of eminent domain, or in the event of any damage to or destruction of the Property or any material portion thereof, then, at the option of Purchaser, (i) this Agreement shall be terminated, the Earnest Money shall be returned to Purchaser and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those obligations and liabilities that expressly survive termination, or (ii) this Agreement shall remain in full force and effect, whereupon Seller, at the time of the Closing, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, or casualty. Purchaser shall exercise said option by delivering to Seller written notice of such exercise on or before the thirtieth (30th) day following the date on which Purchaser receives notice that such suit has been filed or is threatened or such casualty has occurred, as applicable, and, if said thirty (30) day period extends beyond the date of Closing, the date of Closing shall be automatically extended to a date which is five (5) days after the expiration of said thirty (30) day period. In the event that Purchaser fails to exercise said option within said thirty (30) day period, then Purchaser shall be deemed to have elected the alternative set forth in Clause (i) above.

11. Conditions to Closing. The obligations of Purchaser under this Agreement are hereby expressly made subject to each and all of the following conditions, which conditions are for the sole benefit of Purchaser and may be waived by Purchaser in its sole and absolute discretion, in whole or in part, by written waiver delivered to Seller:

(a) The Property and all portions thereof being free from material damage or destruction by fire, earthquake, erosion, flooding or by other force of nature or Act of God after the date of this Agreement that would materially impair Purchaser's intended use of the Property.

(b) The truth and accuracy, in all material respects, as of the date of the Closing, of each and every warranty or representation made herein by Seller.

(c) It is understood and agreed by the Seller that the Purchaser intends to file and pursue (and Seller hereby authorizes Purchaser to file and pursue) with the City of Roseville (the "**City**"), Placer County, (the "**County**"), California and any other applicable governmental authorities (the City, the County and the other governmental authorities being referred to herein collectively as the "**Governmental Authorities**" and individually as a "**Governmental Authority**") such applications for re-zoning, re-platting, major project permit, sign permits, special use permits, conditional use permits, site plan approval and all other governmental approvals and permits required to allow Purchaser's Intended Use (all of the foregoing applications being referred to collectively as the "**Project Applications**"). For purposes of this Agreement, "**Intended Use**" means the development, construction and operation on the Property of (i) a hotel, retail (including drive-thru facilities) spaces, office spaces, and related amenities, facilities, and parking, all in accordance with Purchaser's Purchase and Development of City Owned Properties Located at 290 Conference Center Drive, dated August 20, 2020, which was in response to Seller's Request for Proposal concerning the Property. Prior to the expiration of the Inspection Objection Period, Seller shall allow and cooperate with Purchaser to apply and pursue re-platting, major project permit modifications, sign permits, conditional use permits, and any other approvals that shall be necessary to allow for the Intended Use (collectively "**Entitlements**"). Seller agrees to process the Project Applications which are consistent with the Intended Use whether such Project Applications are submitted to Seller before or after the Closing.

In the event that Purchaser elects not to close the purchase and sale hereunder by reason of the failure of any one or more of the conditions set forth in Section 11 hereof, then, notwithstanding anything herein to the contrary, all Earnest Money, shall be returned to Purchaser, and thereafter no party hereto shall have any further rights, claims or liabilities hereunder, except those obligations which expressly survive the termination of this Agreement (provided, however, that in the event that such failure of a condition is a result of a default by Seller under this Agreement, then Purchaser shall also have the rights and remedies set forth Section 13 hereof).

12. **Seller Covenants.** Seller hereby covenants and agrees with Purchaser that so long as this Agreement remains in full force and effect, as modified, amended and/or extended from time to time:

(a) Seller will take, or cause to be taken, all action reasonably necessary to cause the representations and warranties set forth in this Agreement to remain true and correct in all material respects from the date hereof through the date of the Closing and will refrain from taking any action which could cause any such representation or warranty to become incorrect or untrue in any material respect at any time during such period.

(b) Seller shall not: (i) commit or permit to be committed any material waste or material change in the condition or appearance of the Property, normal wear and tear excepted; (ii) commit or permit the cutting or severing of any growth or timber on the Property, provided, however, the typical harvesting of crops other than timber from the portions of the Property under cultivation as of the date hereof, is permitted; or (iii) initiate, consent to, approve or otherwise take or permit any action with respect to any zoning or re-zoning, access, utility availability, permits, governmental approvals or entitlements with respect to the Property except with the prior written consent of Purchaser.

(c) Without Purchaser's prior written consent, Seller will not convey or encumber all or any portion of the Property, or any interest therein, or enter into any agreement granting to any person any right with respect to the Property, or any portion thereof.

(d) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not enter into any oral or written agreements or promises regarding current or future use of all or any portion of the Property or enter into any lease, license or occupancy agreement or modify or extend the terms of any existing leases with respect to the Property, if any.

(e) Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the development, ownership, operation or improvement of the Property, and are of a continuing nature.

(f) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not (i) enter into any oral or written service, maintenance, employment or other contracts or agreements affecting the Property which would survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing; or (ii) extend the terms of any existing service contracts to a date beyond the Closing.

13. Default; Application of Earnest Money.

(a) At the Closing, the Earnest Money shall be applied to and credited against the Purchase Price as provided in Section 2 hereof.

(b) **Seller Default.** In the event the purchase and sale contemplated hereby is not closed by reason of Seller's inability, failure or refusal to perform Seller's obligations hereunder, or in the event of Seller's breach of its covenants hereunder, or in the event any warranty or representation made herein by Seller proves materially untrue and is not waived by Purchaser, then, Purchaser shall elect, as its sole remedy, to either, (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, with Seller paying any cancellation charges of Escrow Agent, recover the Earnest Money and reimburse Purchaser for Purchaser's actual out-of-pocket costs (including attorney's fees) incurred in connection with the transaction contemplated hereunder ("**Due Diligence Costs**") in an amount not to exceed One Hundred Thousand Dollars ($100,000.00), which return of the Earnest Money and reimbursement of Due Diligence Costs shall operate to release Seller from any and all liability hereunder or, (b) enforce a suit for specific performance of Seller's obligations under this Agreement (including, but not limited to, the obligation to deliver the Deed to the Property at Closing). If applicable, Seller's reimbursement of the Due Diligence Costs shall be paid within five (5) business days after Purchaser's delivery of an accounting of the applicable third party costs to Seller, which accounting shall be supported by (where applicable) copies of contracts or purchase orders, invoices and checks. Purchaser shall be deemed to have elected under paragraph (a) above if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Placer County, California, on or before sixty (60) days following the Closing Date.

(c) Purchaser Default. IN THE EVENT THE PURCHASE AND SALE CONTEMPLATED HEREBY IS NOT CLOSED BY SOLEY REASON OF PURCHASER'S INABILITY, FAILURE OR REFUSAL TO PERFORM PURCHASER'S OBLIGATIONS HEREUNDER, THEN, THE EARNEST MONEY SHALL BE PAID TO SELLER BY ESCROW AGENT AS FULL LIQUIDATED DAMAGES, WHEREUPON NO PARTY HERETO SHALL HAVE ANY FURTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER (EXCEPT ANY RIGHTS TO INDEMNITY, OTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER THAT BY THEIR EXPRESS TERMS SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE RIGHT TO RECOVER ATTORNEYS FEES PURSUANT TO SECTION 20 HEREOF); IT BEING SPECIFICALLY UNDERSTOOD AND AGREED THAT SELLER'S RETENTION OF THE EARNEST MONEY, AS LIQUIDATED DAMAGES, SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, SELLER HEREBY SPECIFICALLY WAIVING AND RELINQUISHING ANY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY EXCEPT AS SET FORTH ABOVE IN THIS PARAGRAPH (C). PURCHASER AND SELLER HEREBY SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE DAMAGE TO SELLER FROM PURCHASER'S BREACH HEREUNDER WOULD BE DIFFICULT OR IMPOSSIBLE TO ACCURATELY DETERMINE, THAT THE EARNEST MONEY IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES, AND THAT THE RETENTION BY SELLER OF THE EARNEST MONEY DOES NOT CONSTITUTE A PENALTY.

CP _____ _____ RR _____

Seller's initials Purchaser's initials

(d) Cure Period. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall be entitled to written notice of any default under this Agreement and ten (10) business days after receipt of such notice to cure such default, provided, however, that in no event shall such notice and cure period apply to (i) Purchaser's obligations on the Closing Date and in no event shall the date for Closing hereunder be extended by reason of the operation of this provision, and (ii) any breach of a representation or warranty by Purchaser.

14. Limitations on Actions. Notwithstanding anything to the contrary in this Agreement or in any other document or communication relating to this transaction:

(a) [Intentionally Omitted.]

(b) Following the Closing, neither party shall have any liability to the other party which (i) arises out of an inaccuracy in or a breach of a representation, warranty, or covenant in this Agreement or relating to this transaction which was actually known to the other party on the Closing Date, or (ii) was materially augmented by the other party's failure to use commercially reasonable efforts to mitigate damages.

(c) Following the Closing, neither party shall commence a legal action or proceeding against the other party relating to (a) the Property, or (b) a breach of a representation, warranty, covenant, or condition made in this Agreement or in connection with the transaction contemplated herein; unless (i) the factual basis of the claim or cause of action asserted in the action or proceeding was first identified with reasonable clarity in a written notice delivered to the

other party not later than the expiration of the Survival Period, and (ii) the action or proceeding is commenced and duly served on the other party within sixty (60) days after the expiration of the Survival Period. The provisions of Sections 14(b) and (c) shall survive the Closing.

(d) If the parties proceed to Closing, then effective from and after the Closing, all conditions of Closing shall be deemed satisfied or waived, and neither party shall have any liability to the other if it is subsequently discovered that a condition was not satisfied at Closing; provided, however, that nothing in this section shall relieve Escrow Holder of any liability for failure to comply with this Agreement or with instructions from either Purchaser or Seller.

15. Escrow Agent. By signing the Escrow Agent's Acknowledgement below, Escrow Agent hereby accepts its designation as escrow agent hereunder and agrees to hold and disburse the Earnest Money deposited with Escrow Agent as herein provided. A copy of any request for disbursement to Escrow Agent shall also be sent to the other party hereunder. In the event a request for disbursement is made by either party (other than a request for disbursement as a result of Purchaser's termination of the Agreement prior to the expiration of the Inspection Objection Period), both parties acknowledge and agree that Escrow Agent may withhold disbursement until the written consent of the other party is given, provided, however, that if such consent of the other party is not provided within ten (10) business days of such request for disbursement, then Escrow Agent shall either disburse such funds or tender such funds into the registry or custody of any court of competent jurisdiction in accordance with the provisions below. In the event of a dispute between Purchaser and Seller under this Agreement sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties as Escrow Agent under this Agreement. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications orders or instructions given by Purchaser or Seller. Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements which may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof; provided, however, that if Escrow Agent shall be found guilty of willful default or gross negligence under this Agreement, then, in such event, Escrow Agent shall bear all such losses, claims, damages and expenses; and provided further that neither Seller nor Purchaser shall have any liability to Escrow Agent under this indemnity provision for any cost of litigation incurred by Escrow Agent, including, without limitation, attorney's fees, arising or caused solely by the conduct of the other party which results in a dispute solely between the other party and Escrow Agent.

16. Communications. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail,

postage prepaid, certified with return receipt requested, or deposited with Federal Express or another national overnight courier service with recognized reliability, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at such address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election demand, request or response, if given to Purchaser, shall be addressed as follows:

APRR Management, LLC
9500 Aquafina Court
Elk Grove, CA 95624
Attn: Rohit Ranchhod
Email: rohit@hospitalitymgnt.com

with a copy to:

Chirayu Patel
4302 Redwood Highway, Suite 200
San Rafael, CA 94903
Email: akki@letapgroup.com

and, if given to Seller, shall be addressed as follows:

Laura Matteoli
Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678
E-Mail: lmatteoli@roseville.ca.us

with a copy to:

City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
E-Mail: cityattorney@roseville.ca.us

and, if given to Escrow Agent, shall be addressed as follows:

_____
_____

_____
Attn: _____
Email: _____

17. Miscellaneous.

(a) Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors-in-title, legal representatives, heirs and permitted assigns.

(b) Severability. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

(c) Entire Agreement; No Merger. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, including, without limitation, any previously executed non-disclosure, confidentiality or similar agreement, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect. This Agreement shall not be merged into the documents executed at the Closing but shall survive the Closing and the provisions hereof shall remain in full force and effect.

(d) Amendment; Waiver. No amendment to this Agreement and no waiver of any right hereunder shall be binding upon any of the parties hereto unless said amendment or waiver is in writing and signed by the party against whom enforcement thereof is sought. No failure of Purchaser or Seller to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of said power or right or of the terms hereof, or of Purchaser's or Seller's right to demand exact compliance with the terms hereof. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any public or legal holiday, the party having such privilege or duty shall have until 5:00 p.m. PST on the next succeeding regular business day to exercise such privilege or to discharge such duty, and the date of performance or expiration of a particular time period shall be extended to such next business day for all purposes under this Agreement.

(e) Assignment. Purchaser shall have the right to assign this Agreement, or any interest herein, with the consent of Seller, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, Purchaser may assign this Agreement to a legal entity managed by or controlled by Purchaser or under common control of Purchaser. In the event of such permitted assignment, Purchaser shall not be released from any obligation under this Agreement, Purchaser shall give Seller prompt written notice of the identity and contact information of the assignee and the assignee shall execute an assumption agreement in form reasonably satisfactory to Seller whereby the assignee assumes the obligations of Purchaser under this Agreement, without releasing Seller.

(f) **Captions.** All titles or captions of the paragraphs set forth in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.

(g) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among California residents which are entered into and performed entirely within California. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

(h) **Time.** Time is of the essence with respect to this Agreement.

18. [Intentionally Omitted.]

19. **Brokerage.** At the Closing, Purchaser shall pay to TRI Commercial ("**Purchaser's Broker**") a commission in accordance with a separate written agreement by and between Purchaser and Purchaser's Broker. Seller represents and warrants to Purchaser that Seller has dealt with no brokers in connection with this transaction. Purchaser represents and warrants to Seller that Purchaser has dealt with no brokers other than Purchaser's Broker in connection with this transaction. Seller and Purchaser each hereby indemnifies and agrees to hold harmless the other from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) arising, resulting, sustained or incurred by the other by reason of any claim for any commission or fee by any broker, agent, finder or other person or entity based upon any arrangement or agreement made or alleged to have been made by the indemnifying party in connection with the transaction contemplated under this Agreement.

20. **Attorney Fees.** If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorneys' fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

21. **Like Kind Exchange.** Purchaser and Seller hereby acknowledge that Purchaser may desire to effectuate a tax-deferred exchange (also known as a "1031" exchange (the "**Exchange**") in connection with the purchase of all or a portion of the Property. Seller hereby agrees to cooperate with the Purchaser in connection with the Exchange, provided that:

(a) All documents executed in connection with the Exchange (the "**Exchange Documents**") shall recognize that Seller is acting solely as an accommodating party to such Exchange, shall have no liability with respect thereto, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code or any applicable state or local laws and shall have no liability whatsoever if any such transactions fail to so qualify. All Exchange Documents executed by Seller in connection with the Exchange shall be in form and substance reasonably acceptable to Seller.

(b) The Exchange shall not result in Purchaser incurring any additional costs or liabilities (and Purchaser shall pay all additional costs and expenses to the extent that such are incurred, including, without limitation, any additional costs or expenses incurred by Seller as a result of its participation in the Exchange). Purchaser shall indemnify, defend and hold Seller

harmless from and against all claims, demands, liability, losses, damages, costs and expenses (including reasonable attorneys' and accountants' fees) suffered or incurred by Seller in connection with the Exchange.

(c) In no event shall Seller be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any other property in connection with the Exchange.

(d) In no event shall Purchaser's consummation of the Exchange constitute a condition precedent to Purchaser's obligations under this Agreement nor shall the Exchange modify any of the dates and times for performance set forth in this Agreement and Purchaser's failure or inability to consummate the Exchange shall not be deemed to excuse or release Purchaser from its obligations under this Agreement.

Purchaser and Seller further agree that, in connection with the foregoing, and subject in all respects to the foregoing provisions, Seller shall consent to Purchaser assigning all or a portion of its rights under this Agreement to an exchange intermediary solely for the purpose of consummating the Exchange. In no event shall any such assignment release Purchaser of its obligations under this Agreement or any document executed pursuant to the terms hereof, including, without limitation, its indemnity obligations hereunder, or affect in any manner any of Purchaser's representations or covenants set forth in this Agreement.

22. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party ("**Forced Majeure**"). Forced Majeure shall include, without limitation, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, pandemic diseases/infections as established by the World Health Organization and/or the United States Center for Disease Control and Prevention and/or the California Department of Public Health or acts, omissions or delays in acting by any action or decree by any governmental authority, but shall not exclude a party's financial inability to perform. The period for completion of a party's obligation to perform under this Agreement, or any time period specified in this Agreement, shall be extended by the number of days equivalent to the number of days of such delay, not to exceed thirty (30) days, provided that the party asserting a delay caused by Force Majeure gives the other party written notice of such delay within ten (10) days after the event causing the delay; otherwise the Force Majeure event shall be deemed waived.

23. <u>Counterparts and Execution and Delivery by Electronic Transmission</u>. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf. format) signatures constitute originals signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon that party.

{The remainder of this page intentionally left blank. Signatures on the following page.}

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and APRR Management, LLC has caused this Agreement to be executed.

SELLER:

City of Roseville,
a municipal corporation

By: _____
Name: Dominick Casey
Title: City Manager

ATTEST:

By: _____
Name: Sonia Orozco
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Robert R. Schmitt
Title: City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Name: Laura Matteoli
Title: Economic Development Director

PURCHASER:

APRR Management, LLC,
a California limited liability company

By: Rohit Ranchhod
Name: Rohit Ranchhod
Title: Managing Member

By: Chirayu Patel
Name: Chirayu Patel
Title: Managing Member

ESCROW AGENT'S ACKNOWLEDGMENT

_____, referred to in this Agreement as the "Escrow Agent," hereby acknowledges that it received this Agreement executed by Seller and Purchaser on the ___ day of _____ 2020, and accepts the obligations of the Escrow Agent as set forth herein. It further acknowledges that it received the Earnest Money on the _____ day of _____ 2020. The Escrow Agent hereby agrees to hold and distribute the Earnest Money in accordance with the terms and provisions of this Agreement.

Date: _____, 2020. _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE LAND

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 40a, as shown on the Parcel Map of Lot 40, Highland Reserve South", filed for record August 11, 2005, in Book 32, Page 89 of Parcel Maps.,

APN: 363-011-086-000

Luxury Hotel, Retail Experience Proposal

For the Purchase and Development of City Owned Properties Located at 290 Conference Center Drive

DUE: August 20, 2020

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Electronic Copy sent to:

CityClerkroseville@roseville.ca.us

wwiley@roseville.ca.us

August 20, 2020

Rohit Ranchhod
rohit@hospitalitymgnt.com
American Hospitality Services, Inc.
9500 Aquafina Court,
Elk Grove, CA 95624
www.Americanhsi.com

Akki Patel
akki@letapgroup.com
Letap Group Inc,
950 Reserve Drive, Suite 110
Roseville 95678

Wayne Wiley
Economic Development Department
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: RFP – For the Purchase and Development of City Owned Properties Located at 290 Conference Center Drive

Dear Mr. Wiley:

We are pleased to present to the City of Roseville our proposal for acquisition and development for the subject property. American Hospitality Services (AHSI) has teamed up with the Letap Group Inc. (LGI) for the acquisition and development of the City owned property to bring an iconic and uniquely sought-after mixed-use commercial project. AHSI and LGI are prepared to enter negotiations to purchase the property with cash for $10.05 a square foot for a total purchase price of $4,815,558. The purchase price proposed is above the City's stated minimum valuation. The valuation is based on the maximum purchase price that the proposed project will support. The purchase price is within the price range noted by the appraisal; however, the ongoing revenues to the City associated with this proposal are very compelling. Direct revenues to the City for the first ten years are projected at nearly $18 million. The proposed project will generate, significantly increased property tax, transient occupancy tax, sales tax and an estimated 455 permanent jobs with an annual payroll of more than $22 million. We believe the ongoing revenues from our proposed project will demonstrate a superior financial return to the City as well as create a project of regional significance. AHSI and LGI will develop the property and adhere to the requirements described in the RFP. As a local company being the developer, and end user of the property, we can demonstrate a successful history developing similar sites that include multiple operational sites as well as five development projects underway in the region. While AHSI and LGI will

purchase the property with cash they enjoy the support of a partnership with Stonehill Capital for financial backing of the project development. Stonehill Capital is based out of Atlanta, GA. And they have completed over 78 Hotels, while investing $1.5 Billion since 2012 and have financial resources of $3 Billion.

AHSI AND LGI's development of the site will clearly meet the City's stated goals of their preferred development as follows:

i. Development of the site will allow private capital investment thereby substantially increasing property tax generation. AHSI and LGI meet the City's stated goals for economic vitality by creating new jobs through new businesses and construction related jobs, immediate capital investment with the construction of multiple buildings including two hotels generating transient occupancy tax. The estimate capital investment of the project is $95 million. The project includes retail, food service and entertainment providing for significant sales tax generation. The project will further enhance City finances by the payment of applicable development fees and converting the property from a tax-exempt condition to a taxable property. The project will generate revenues among the primary commercial revenue opportunities available to the City as follows:
    a. Enhanced property tax
    b. Sales Tax (retail, dining, and entertainment)
    c. Transient Occupancy Tax (Two Hotels)
    d. Development impact fee revenue on a large-scale project
ii. The project will include multiple complementary uses including a luxury hotel, extended stay hospitality option along with unique and first of its kind in the region, dining, entertainment, and retail opportunities.
iii. The retail experience will be like no other in the region being patterned after the Oxbow Public Market in Napa and Eataly of Chicago, NYC, and LA.
iv. AHSI and LGI development will utilize the entire site available creating a cohesive, vibrant, and aesthetically pleasing project. The AHSI and LGI proposal considers the unique property configuration, highway visibility and surrounding uses including the Galleria and Fountains to create a one of a kind destination unique to the region.
v. The project seeks to take the success of the Galleria and Fountains and raise it to a new level. The luxury hotel will provide an iconic architecture. The project will have a strong interface with the surrounding properties showcasing its unique architecture and corresponding experiences.
vi. The project is projected to generate nearly $18 million in direct revenues to the City over the first ten years of development and operation.

AHSI and LGI are local experienced developers, seasoned hospitality operators and retail and food service operators. They have the experience and financial capability necessary to acquire and develop the property. Time is of the essence and AHSI and LGI desires to acquire and develop the property with construction commencing in 2022 with business opening in 2023.

Sincerely,

Rohit Ranchhod
President and CEO
American Hospitality Services Inc.

Akki Patel
CEO and Owner
Letap Group Inc.

TAB A:

Firms Qualifications –

This proposal is a Joint Venture of American Hospitality Inc. (AHSI) and the Letap Group Inc. (LGI) which have partnered on multiple development projects and real estate transactions. Mr. Rohit Ranchhod will lead the team for AHSI and Akki Patel will lead the team for LGI. An overview of AHSI and LGI is provided below:

AHSI Team and Company Overview

American Hospitality Services Inc. (AHSI) is a full spectrum Development Company acting as sponsor, operating partner, and asset manager of commercial real estate. As a company based in Sacramento AHSI focuses its operations on Northern California. AHSI success comes from relationship-based development coupled with world class operational standards.

Mr. Rohit Ranchhod is the President and CEO of American Hospitality Services, Inc. and has extensive experience with hotel and retail development. Mr. Ranchhod' s career consists of the development, operations and management in the hospitality and food industry for over 35 years. Mr. Ranchhod has been responsible for the planning, design, franchise acquisition, loan approval, FF&E procurement, budget analysis, pre-opening logistics and post opening management and operations for multiple developments throughout California. He currently manages and supervises 8 hotel properties under the banners -- Marriott, Hilton, IHG and G6.

Mr. Ranchhod is an expert in the Immigrant Investor Program (EB-5) as a Principal in California State Regional Center that specializes in EB-5 investment across Northern California. Prior to building his current hotel portfolio, Mr. Ranchhod sat on the California Restaurant Association Board for over 20 years and is a member of the Owner's Council of the California Hotel & Lodging Association.

He is also active in the community and serves as a co-founder and proud board member of the Jags Solanki Memorial Fund for Ovarian Cancer, a 501(c)3 that raises money for cancer research. He is a member of the famed Sutter Club in Sacramento, and previously served as a board member for the California Restaurant Association.

Mr. Ranchhod and his Hospitality Management team facilitate operations, marketing, training, data tracking, inventory review, and provide constant customer service enhancements to their guests. Additional members of the AHSI executive team consists of:

Mr. Vinod Patel – COO & Part Owner
Mr. Nitin Mohan – CFO,
Mr. Rajen Ranchhod – VP of Operations and Maintenance
Mrs. Paola Stump – Head of Quality Assurance
Ms. Bali Sangha – Director of Guest Relations.

AHSI has maintained stable staffing levels over the past five years with an average annual employee base of 320 employees.

AHSI is value added in any development proposal it participates in by:

- ✓ Being approved to operate by all major hotel brands
- ✓ Providing a full turnkey management solution for a wide range of properties throughout Northern California
- ✓ Having access to EB-5 financing
- ✓ Owning and operating eight (8) hotel properties, with an additional four in development

Letap Group, Inc. Team and Company Overview

The Letap Group Inc. is a family organization that has been in real estate development, construction and the food and beverage business since 1999 in major markets throughout northern California and Reno, Nevada.

The Letap Group team consists of Mr. Akki Patel - CEO and Owner, Mr. Kevin Hansen – COO, Ms. Susan Berry VP of Operations, Mr. Victor Chiang – VP of Development & Leasing, Mr. Al Hibbard VP of Leasing, Ms. Devangi Karsaliya CFO. The Letap Group represents close to 900 restaurants as a local franchisor for Subway®. Mr. Akki Patel, CEO of Letap Group, was awarded the Subway Franchisee of the Year award in 2017. Mr. Patel holds a B.S. in Accountancy and an MBA in Finance from the University of San Diego. He also leads all new strategic partnerships for Letap Group.

The holdings of Letap Group are comprised of Franchise Restaurants, Development Agent Territories for Subway®, and Commercial Real Estate. Mr. Patel's has grown his business from one restaurant in 1998 to over 68 restaurants today, currently overseeing 900 Subway locations. The portfolio includes restaurants in universities, military bases, hospitals, mall and outlet food courts, office parks, and other traditional retail settings.

The Letap Group has a portfolio of office buildings and retail centers, some of which are owner occupied while the rest is rented space. Mr. Patel's family has been in the construction business for over 50 years. With his dedicated team, they have developed several high-end to mid-level commercial and residential projects in India. They are currently developing an eco-friendly, luxurious 50-unit high-end apartment building.

Letap Group currently employs over 1000+ employees within California and Northern Nevada. Letap has an employee base that has grown more than 500 employees over the past five years

LGI is a customer- and employee-centric company that continuously strives for excellence in all aspects of business:

- ✓ Mr. Patel is highly active in the business and plays key roles in its daily operations.
- ✓ The Letap Group takes great pride in representing some of the finest employees, businesses, and communities.

Develoment Team and Consultants:

- AHSI and LGI– Mr. Ranchhod and Mr. Patel.
- MWT Architects and the design team will be led by Mark Teidemann
- TRI Commercial led by Abdul Ejaz, will provide property aquisition assistance.
- Land develoment consultant, Chris Robles Consulting LLC will provide due dilgence services, development strategy and compliance assistance.
- Civil Engineering, will be led by Greg Bardini, Principal at Morton and Pitalo Engineering
- Land Use Counsel, will be provided by Marcus J. Lo Duca
- Marketing and leasing will be provided by David Scanlon of Cushman Wakefield
- Contractor, and Sub Contractors have not been selected at this time. The AHSI and LGI development team has relationships with a number of contractors and vendors. The AHSI and LGI team will conduct a selection process for qualified General Contractor, and Sub Contractors and vendors pending award of the proposal.

TAB B:

Experience and References -

AHSI and LGI have direct development experience with ground up development in Sacramento, Modesto, Elk Grove, Lathrop, Lincoln, Lodi, Woodland and Winters.

Project Portfolio

AHSI Projects - AHSI has been an active developer of hospitality projects. Listed below are several projects either under development or completed within the past five years.

Courtyard by Marriott– Elk Grove CA

Rooms: 85
Open Date: Fall 2021

AHSI - Developer & Management

Fairfield Inn & Suites – Lathrop CA

Rooms: 72
Open Date: Fall 2021

AHSI - Developer & Management

Fairfield Inn & Suites – Winters CA

Rooms: 72
Open Date: June 2021

AHSI - Developer & Management

Hilton Curio "The Exchange"– Sacramento CA

Rooms: 100
Open Date: October 2020

AHSI - Developer & Management

Fairfield Inn and Suites– Lodi CA

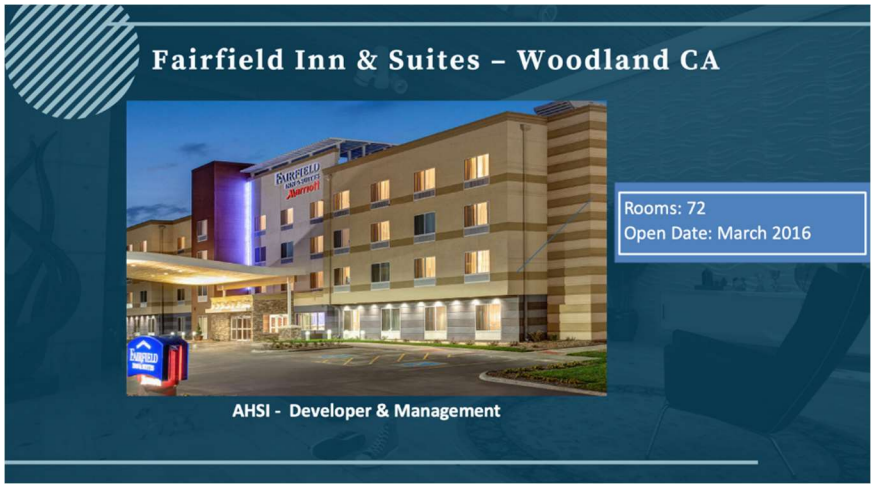
Rooms: 72
Open Date: May 2020

AHSI - Developer

Residence Inn by Marriott– Modesto CA

Rooms: 95
Open Date: August 2018

AHSI - Developer & Management



Letap Projects

Statement of Qualification - The AHSI and LGI team is an experienced developer of hospitality, food service and retail. The team is an exisiting successful working team and it has not been generated solely for the purpose of this request for proposal.

The AHSI and LGI management team is outlined in the organization chart below. The team has deep hospitality and food service, as well as active development experience.

Financial Capabilities – AHSI and LGI would purchase the property with cash at $10.05 per square foot for a purchase price of $4,815,558. In addition to the land cost the project proposes a significant capital investment of approximately $95 million. A breakdown of the estimated project costs is provided below:

TENTATIVE PROJECT COST

Project Name:	**ROSEVILLE PROJECT**		
Site Address:	**CONFERENCE CENTER DRIVE**		
Contact Name:	**Rohit**	**Acres**	**11**
		Land sq. Feet	**479,160.00**

	Rooms	% of Sq.Ft	Sq. Foot	Cost	Cost Per Sq. Foot
Construction Cost 132 ROOM Hotel	132	29.37%	64,000	$ 14,848,000	$ 232
Construction Cost 123 ROOM Hotel	123	33.96%	74,000	$ 15,984,000	$ 216
Construction Cost 2-Story Office		18.36%	40,000	$ 10,000,000	$ 250
Construction Cost Artisian Retail Suite 1	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 2	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 3	5.00%	0.92%	2,000	$ 450,000	$ 225
Construction Cost Artisian Retail Suite 4	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 5	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 6	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 7	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Construction Cost Artisian Retail Suite 8	3.50%	0.64%	1,400	$ 315,000	$ 225
Construction Cost Artisian Retail Suite 9	3.75%	0.69%	1,500	$ 337,500	$ 225
Construction Cost Artisian Retail Suite 10	12.50%	2.29%	5,000	$ 1,125,000	$ 225
Contingency		100.00%	217,900	$ 3,000,000	$ 14
Architect & Plans				$ 1,250,000	$ 5.74
Permits and Impact Fees				$ 3,700,000	$ 17
Construction Loan Fee				$ 600,000	$ 2.75
Land				$ 4,815,558	$ 10.05
Furniture, Fixtures and Equipment-Hotels				$ 5,610,000	$ 26
Furniture, Fixtures and Equipment-Retail				$ 6,400,000	
Furniture, Fixtures and Equipment-Office TI's				$ 5,200,000	
Signage				$ 276,000	$ 1.27
Site Work				$ 5,749,920	$ 26
Grading & Paving				$ 800,000	$ 4
Landscaping				$ 800,000	$ 3.67
Water & Sewer Installation				$ 650,000	$ 2.98
Off-Site Parking Mitigation Fees				$ -	$ -
State Water Acquisition				$ -	$ -
Franchise Fee Hotel				$ 180,000	$ 1
Appraisal				$ 12,500	$ 0
Working Capital				$ 250,000	$ 1.15
Interest Reserves				$ 3,650,000	$ 17
Feasibility Study				$ 12,500	$ 0
Environmental				$ 3,600	$ 0
Title & Escrow				$ 36,000	$ 0
Property Taxes				$ 37,600	$ 0.17
Insurance				$ 260,000	$ 1
Development Fees				$ 960,000	$ 4
Processing Fee				$ 30,000	$ 0
Underwriting				$ -	$ -
SBA Fee				$ -	$ -
Permanent Loan Fee				$ 600,000	$ 2.75
Telephone System				$ -	$ -
Other:_City Contribution_____					$ -
			TOTAL PROJECT COST	$ 94,693,178	$ 434.57

The project is a privately financed venture and the project proponents will provide all financing necessary, and there is no funding request of the City. With the City's generous action to make the land available, AHSI and LGI will take on the financing necessary to develop -both hotels and retail/office. AHSI and LGI currently maintains credit with multiple financial institutions both local and national with relationships with private investment as well as access to EB 5 financing. Notable financial relationships include Wells Fargo & Stonehill Capital. Those commitments are in the high seven (7) figures. We have the necessary access to capital and financing to complete the project.

For the land purchase AHSI & LGI will be paying cash via a Wells Fargo account. Development will be financed through Stonehill Capital.

Stonehill is a direct hospitality lender that is actively providing permanent loans, bridge loans, mezzanine loans and preferred equity investments secured by hotel assets. Founded in 2013, Stonehill provides creative finance solutions for acquisitions, recapitalizations, refinancing, and renovations. The principals of Stonehill have combined to originate and structure over $3.0 billion of hospitality debt, and since closing their first fund in 2014, Stonehill has completed more than 100 transactions totaling over $1.5 billion. Stonehill Capital.com

References -

AHSI and LGI have long standing business relationships in the hospitality industry with all major brands represented. Letters of reference are provided from Marriott, Hilton, and Hyatt along with financial partner Stonehill. Not only do AHSI and LGI have relationships with the top three hospitality brands, each has provided a letter of support along with a letter from financial partner Stonehill. The reference letters are provided below:

Marriott International, Inc.
Lodging Development

915 Highland Pointe Drive
Suite 250
Roseville, CA 95678

Robert A. Sanger
Area Vice President
916-724-5234
714-464-5498 Fax

July 22, 2020

To Whom It May Concern:

I have known Rohit Ranchhod and Akki Patel of American Hospitality Services (AHS) for over 14 years and have had the opportunity and pleasure to work with them on several Marriott-branded development projects in the greater Sacramento area. As a highly-valued Marriott franchisee, AHS develops and operates outstanding hotels in Northern California.

I'm very familiar with the City-owned site that is located adjacent to the Westfield Galleria Mall. I would be interested in working with AHS to develop a Marriott-branded hotel on your site.

As aways, I look forward to working with the AHS team on Marriott-branded development projects. I am confident that you, too, will find AHS to be a valued partner.

Please feel free to contact me at (916) 724-5234 should you have any questions about AHS' development qualifications.

Sincerely,

Robert A. Sanger
Area Vice President Lodging Development

Hilton

Corey Mitchell
Senior Director Development
Southwest Region
Based in Phoenix
5694 Mission Center Rd, Suite 602 #895
San Diego, CA 92108
PH: 310-462-1320
corey.mitchell@hilton.com

April 9, 2020

Rohit Ranchhod
American Hospitality Services Inc.
Akki Patel
Letap Group

RE: Hilton development interest for Convention Center Drive in Roseville, CA

Dear Rohit, Akki,

This letter is to serve as confirmation of Hilton's interest in exploring a hospitality development opportunity with you in Roseville, CA located on Convention Center Drive. We are very familiar with the site and the immediate neighborhood. We believe it is a great match for one of our Hilton family brands.

We understand our discussions with you are preliminary in nature, but based on the information you have shared we have a strong interest in continuing to explore this opportunity. To gain a better understanding about all the brands of Hilton, please visit https://www.hilton.com/en/corporate/.

Should you have any questions or comments please feel free to contact me at corey.mitchell@hilton.com or at 310-462-1320. I look forward to working with you again.

Sincerely,

Corey Mitchell
Senior Director Development
Southwest Region
Hilton

WE ARE HILTON
WE ARE HOSPITALITY

Nirav A. Shah
Regional Vice President
Development

Hyatt Hotels Corporation
150 North Riverside Plaza
Chicago, IL 60606
T: +1 312.780.5689
nirav.shah@hyatt.com

VIA EMAIL

August 6, 2020

Akki Patel – Letap Group
Rohit Ranchod – American Hospitality Services
rohit@hospitalitymgnt.com
akki@letapgroup.com

Re: Proposed hotel development in Roseville, CA

Dear Akki & Rohit,

This letter is to serve as confirmation of Hyatt's interest in exploring a hospitality development opportunity with you for a site in Roseville, CA located on Convention Center Drive. We have had a long standing professional relationship with The Letap Group & American Hospitality Services and would welcome the opportunity to work with you on the proposed site. Through our the lens of our existing presence in Roseville (Hyatt Place Roseville), we are familiar with the proposed site, the lodging market as well as its potential. We believe the city of Roseville continues to be a good strategic fit for our family of brands. To better understand all the Hyatt brands, please visit www.hyattdevelopment.com.

Although I strongly support this project, formal approval would be subject to your partnership's submittal of a complete franchise application and our subsequent internal review and approval process. This letter is not intended to be binding upon the parties or construed as a contract or contain contractual obligations, but serves as a statement of our mutual understanding to enhance our brands together.

We look forward to exploring this exciting opportunity further with you.

Sincerely,

Nirav Shah

Nirav Shah
Regional Vice President, Development
Hyatt Hotels Corporation

A Member of Hyatt Hotels Corporation

STONEHILL

3500 Lenox Road
Suite 625
Atlanta, GA 30326

Stonehill
One Alliance Center
3500 Lenox Road, Suite 625
Atlanta, GA 30326

Re: Letter of Support

To: City of Roseville,

Since meeting both Mr. Rohit Ranchhod and Mr. Akki Patel, they have been working diligently together on various development projects. With Rohit being the principal of Hospitality Management, Inc. & American Hospitality Services, Inc., and Akki as the principal of the Letap Group, Inc; their extensive experience with hotel and commercial development makes them strong partners to work alongside. We are financing various projects for Rohit and Akki and partnered on the downtown Sacramento 179 Room Marriott AC project that is in final architectural and being submitted to the City of Sacramento soon.

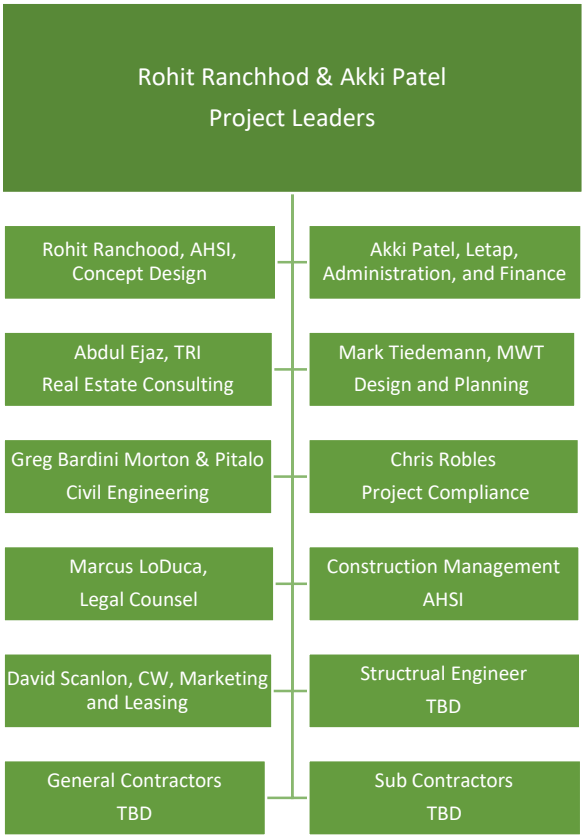
Best Regards,

Mat Crosswy

Mathew Crosswy
Stonehill President

TAB C:

Project Team Organization Chart –



Qualifications of Team –

AHSI AND LGI as the Owner, Operator and Developer will have its project team operating under the direction of owner Rohit Ranchhod and Akki Patel. All aspects of the project including acquisition, development, and operations will be led by Mr. Ranchhod and Mr. Patel.

Rohit Ranchhod
rohit@hospitalitymgnt.com
American Hospitality Services, Inc.
9500 Aquafina Court,
Elk Grove, CA 95624
www.Americanhsi.com

Akki Patel
akki@letapgroup.com
Letap Group Inc,
950 Reserve Drive, Suite 110
Roseville 95678

MWT Architects – Mark W. Tiedemann, AIA and MWT provide specialized hotel, resort, and high-end mixed-use architectural design, planning and construction consultation services. MWT is a full-service development firm providing services from design to construction completion with all services in between. MWT provides services worldwide and is a single source for innovative design solutions. Since 1994 MWT has worked on hundreds of projects ranging in valuation from $5 million to $600 million. MWT projects span from North America, Central America to the Middle East. A detail of MWT's qualifications and services is included in the appendix.

Mark W. Tiedemann, AIA
Mark@hotelplans.com
Tele: 702.275.7852
Las Vegas, NV

TRI Commercial with representation by Abdul Ejaz will assist in crafting the property acquisition documents. Mr. Ejaz specializes in hospitality, commercial and investment property transactions. He has represented AHSI AND LGI for multiple commercial and hospitality properties, implementing strategies for new acquisition, development, and various entrepreneurial endeavors. Mr. Ejaz's resume is included in the appendix.

TRI Commercial
532 Gibson Drive Suite 200
Roseville CA 95648
Tele: 916-696-0013
abdul.ejaz@tricommercial.com

Chris Robles Consulting LLC. - Chris Robles has 30 years of Municipal Planning and Development experience. Mr. Robles will aid in property due diligence and project compliance. Mr. Robles retired from municipal service in 2018, and in the same year Mr. Robles established Chris Robles Consulting LLC. He now provides services to the private development industry on property due diligence and land development strategies. Mr. Robles qualifications are included in the appendix.

Chris Robles Consulting LLC
532 Gibson Drive Suite 200
Roseville CA 95648
Tele: (916) 759-5940
chrisroblesconsulting@gmail.com

Morton & Pitalo Engineering (M&P)– Led by Principal Greg Bardini, M&P is uniquely qualified as the project Civil Engineer as they have provided engineering services for the subject site for the past proposals and they are have had a long standing business relationship with the City of Roseville as well deep industry experience in hospitality developments.

Gregory J. Bardini, P.E.
MORTON & PITALO, INC.
75 Iron Point Circle, Suite 120
Folsom, CA 95630
Direct: (916) 496-8763
Tele: (916) 984-7621 ext. 142
Fax: (916) 984-9617
gbardini@mpengr.com

Law Offices of Marcus J. Lo Duca – Mr. Lo Duca will be lead land use Counsel on the project. Mr. Lo Duca has practiced solely in the areas of land use and environmental law, representing residential, commercial and industrial builders, developers and property owners throughout the greater Sacramento region and in selected cities and counties throughout California, including handling development projects throughout the land use entitlement process, drafting of development agreements (nearly 40 stand-alone development agreements and two dozen major development agreement amendments) and other development documents, and all aspects of the administrative process.

Law Office of Marcus J. Lo Duca, P.C.
3200 Douglas Blvd. Suite 300
Roseville, CA 95661
Tele: 916-774-1636 Ext. 300
Fax: 916-774-1646
www.loducalaw.com

Cushman and Wakefield – David Scanlon will head up the marketing and leasing team for the office and retail component. Mr. Scanlon and his team at Cushman Wakefield establish the marketing, branding, and leasing format for the project to create a retail and dining experience unique to the region. Mr. Scanlon has provided the marketing and leasing for such notable projects as China Live, San Francisco; Ice Blocks, Sacramento, and Downtown Commons Sacramento

David Scanlon
Cushman and Wakefield
David.scanlon@cushwake.com
Tele: 707-628-4446

TAB D:

Project Understanding –

As presented, the City of Roseville is seeking development proposals and disposal of one parcel totaling 11 acres located at 290 Conference Center Drive. AHSI AND LGI is prepared to enter negotiations to purchase the property above the City's stated minimum price per square foot and is proposing a cash purchase at $10.05 per square foot.

The property is zoned Regional Commercial with a Regional Commercial land use and the City is seeking development proposals consistent with the exisiting zoning and land use designation. The proposed project includes two hotels retail including food and beverage and office all of which are principally permitted within the Regional Commercial zoning. The project is consistent with the zoning and land use.

As stated, the request for proposal the City is seeking "development proposal that consists of retail, dining, office and /or other employment opportunities." The proposed project provides the sought-after retail, dining, office, and other employment opportunity in the form of two hospitality options.

The request for proposal further states that "Projects will be assessed based upon:

- Their positive economic impact to the City of Roseville through the generation of sales tax and/or transient occupancy tax, job creation and capital investment.
- The incorporation of multiple uses that are integrated with strong design elements.
- The project's regional significance and ability to add an "iconic" addition to the Roseville landscape.
- The project's connectivity and interface with surrounding properties.

The proposed project exceeds the City's expectation of a positive fiscal impact as the project will generate sales tax, TOT, and property tax from a $95M capital investment and creation of nearly 455 jobs. The project incorporates four primary uses: hospitality, retail, food and beverage and office. The design of the project will provide a dynamic signature architecture that is vibrant and encourages interaction of uses. With Roseville's first luxury hotel project and a retail and dining experience typically found in larger markets such as LA, NYC and Chicago the City's goal of an iconic project will most certainly be met. The project will leverage the success of the Galleria and Fountains and raise it to a new level by having a strong interface with the surrounding properties showcasing its unique architecture and corresponding experiences. The project development team believes that the proposed project delivers on every goal stated by the City.

While the architectural theme and detail along with the product mix are still being developed, we are excited to share the vision of what could be on the City's 11-acre site.

TAB E:

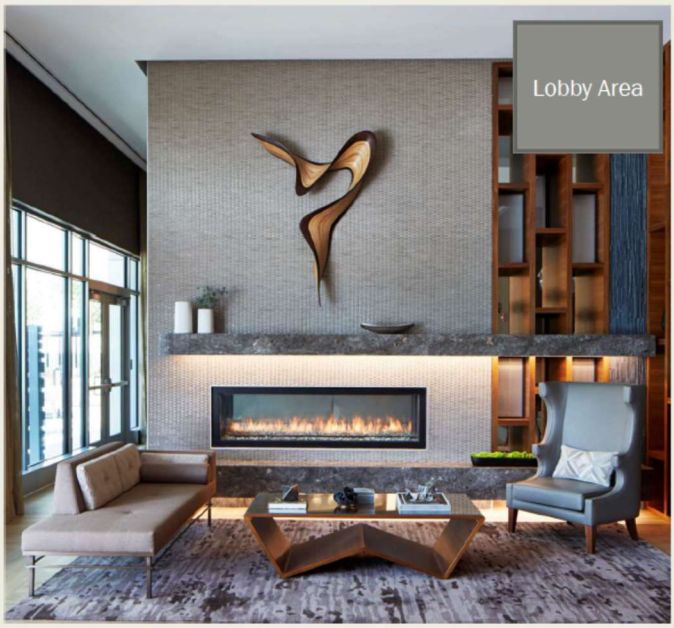
Development Plan – The project is a dynamic mix of uses including a luxury hotel, extended stay option and a retail food and beverage concept not seen in the region along with an office job center. The property is zoned Regional Commercial with a Regional Commercial land use the proposed project includes two hotels retail including food and beverage and office all of which are principally permitted within the Regional Commercial zoning. The project is consistent with the zoning and land use. The overall project square footage will be between 220,000 to 240,000 yielding a floor area ratio of approximately 50 percent. The general mix of tenants and square footage is noted in the table below.

Structure ID	Proposed Use	Ground Floor Area (sf.) +/-	Highest Floor
A	Hotel 1	64,000	5
B	Hotel 2	74,000	4
C	Restaurant 1	5,000	1
D	Restaurant 2	5,000	1
E	Craft Brewery 1	5,000	1
F	Craft Brewery 2	5,000	1
G	Artisan Retail Suite	600	1
H	Artisan Retail Suite	600	1
I	Winery + Painting Studio	1,500	1
J	Gelataria	5,000	1
K	Fresh Fruit Stand	5,000	1
L	Champagne Bar	5,000	1
M	2-Story Office Space	40,000	2
	Total	**224,200**	

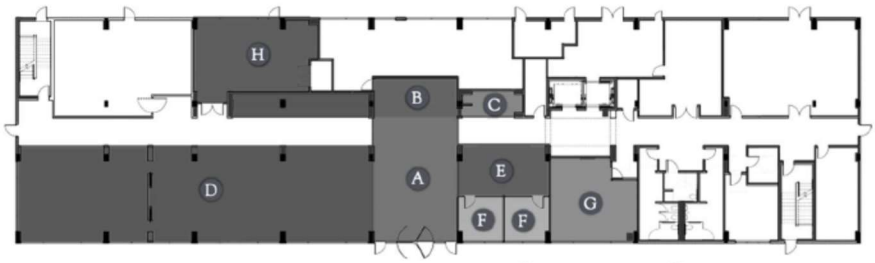
Luxury Hotel

A five-story luxury hotel of 132 rooms of which will be the first of its kind in Roseville is planned as the signature iconic element within the project. We believe the subject property is the only property within the City capable of supporting a luxury hotel. The planned design details are illustrated in the following graphics.

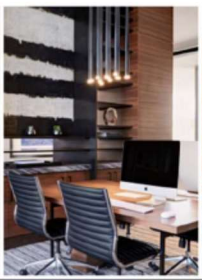
Hotel Prototype 1



PROTOTYPICAL GROUND LEVEL LOBBY ADJACENCIES + ZONING PLAN



- A PUBLIC SPACE
- B REGISTRATION
- C AC STORE
- D AC LOUNGE
- E AC LIBRARY
- F MEDIA SALON
- G FITNESS
- H MEETINGS



PROTOTYPICAL GROUND LEVEL LOBBY ADJACENCIES + ZONING PLAN

A PUBLIC SPACE
B REGISTRATION
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D AC LOUNGE
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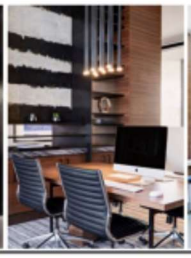
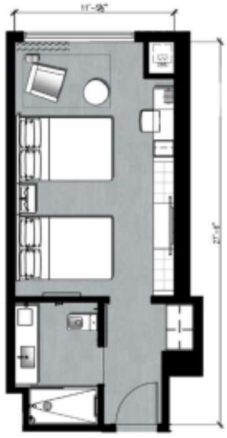
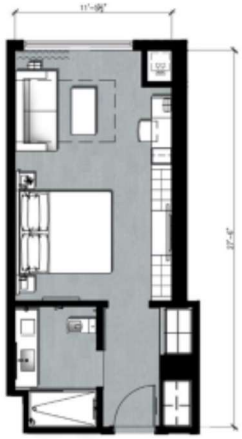
H MEETINGS



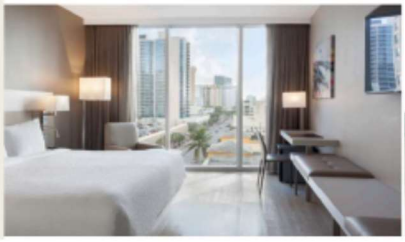
GUEST ROOM LAYOUT



Double/Double



King

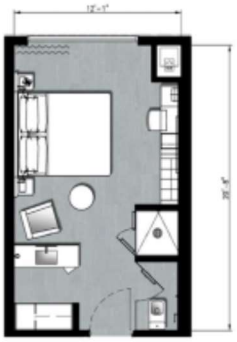


SUMMARY	QUANTITY	TOTAL (SF)
Total Number of Guestroom Room Floors	4	
Total Number of Floors	5	
Guest Spaces		56,280
Back-of-House		6,200
Total Net Building Area		62,480
Walls and Shafts (Estimated)		4,374
Total Gross Building Area		66,854
Total Square Feet per Room		506

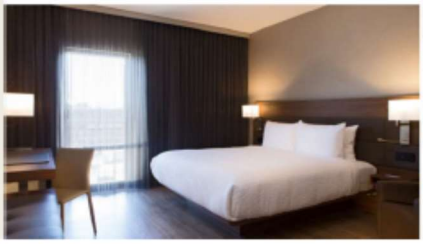
Alternate/Metro King Program

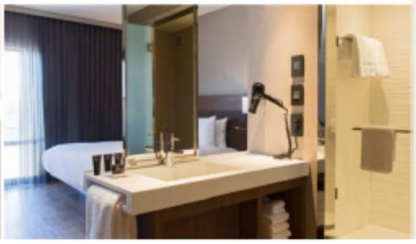
SUMMARY	QUANTITY	TOTAL (SF)
Total Number of Guestroom Room Floors	4	
Total Number of Floors	5	
Guest Spaces		52,676
Back-of-House		6,200
Total Net Building Area		58,876
Walls and Shafts (Estimated)		4,121
Total Gross Building Area		62,997
Total Square Feet per Room		477

GUEST ROOM LAYOUT



Alternate King





GUEST SPACES	QUANTITY	PERCENTAGE UNIT AREA	TOTAL NET (SF)
Lobby Areas			
Lobby			
Front Desk			
Library			
Media Salon			
Public Circulation			
Public Restrooms			
Lobby Areas Total			**4,050**
Food & Beverage Front-of-House			
Lounge + Bar			2,600
Kitchen			350
Food & Beverage Front-of-House Total			**2,950**
Recreation Facilities			
Fitness Center			1,000
Swimming Pool - Optional (Not Included)			
Retail			
Market			100
Meeting Spaces			
Media Salon (2)			300
Meeting Room			650
Meeting Room Storage			50
Meeting Spaces Total			**1,000**
Guestrooms			
Standard King	53	60-65%	316 / 16,748
Metro King	26		248 / 6,448
Accessible King*	5		378 / 1,890
Standard Double/Double	45	35-40%	316 / 14,220
Accessible Double/Double*	3		378 / 1,134
Guestroom Total	**132**		**40,440**
Guestroom Corridors & Support			
Corridors/Elevator Lobby			
Stairs			
Hydration Station			
Guestroom Corridors & Support Total			**6,740**
TOTAL GUEST SPACES			56,280

BACK-OF-HOUSE	TOTAL NET (SF)
Administration	
General Manager Office	
Sales Office	
Work Room	
Luggage	
Employee Areas	
Break Room	
Employee Restrooms	
Engineering & Maintenance	
Engineer Maintenance Office	
Food & Beverage Back-of-House	
Food Preparation	
Food Preparation Storage	
Laundry	
Laundry Room	
Housekeeping	
Linen and Linen Chute Rooms	
Storage	
Elevators	
Elevators	
Elevator Equipment Room	
Property Technology	
Computer/Telecom	
Mechanical, Plumbing & Electrical	
Mechanical	
Electrical	
Back-of-House Circulation	
TOTAL BACK-OF-HOUSE	6,200

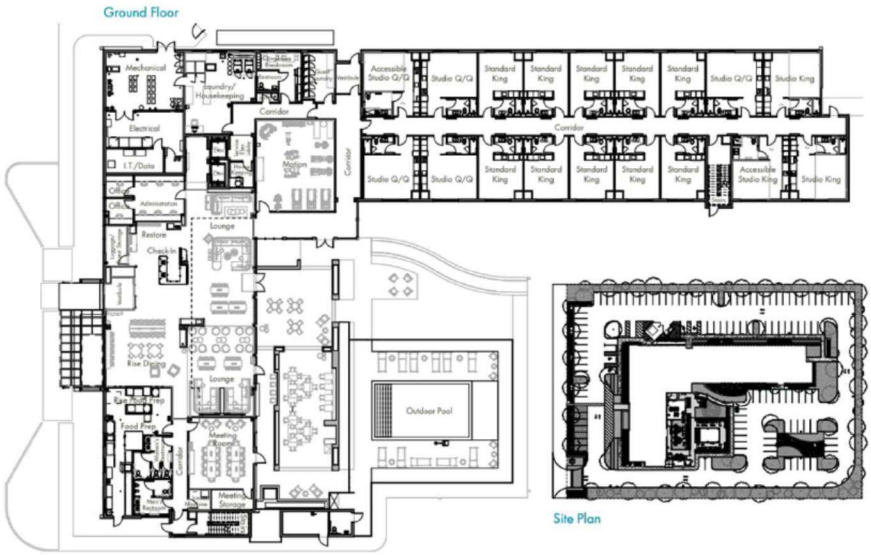
Extended Stay Hotel

The second hospitality offering is an extended stay product type which has stayed in good demand even through Covid 19. Extended stay options are business focused and the proposal will include many of the features of the future that are focused on guest safety.

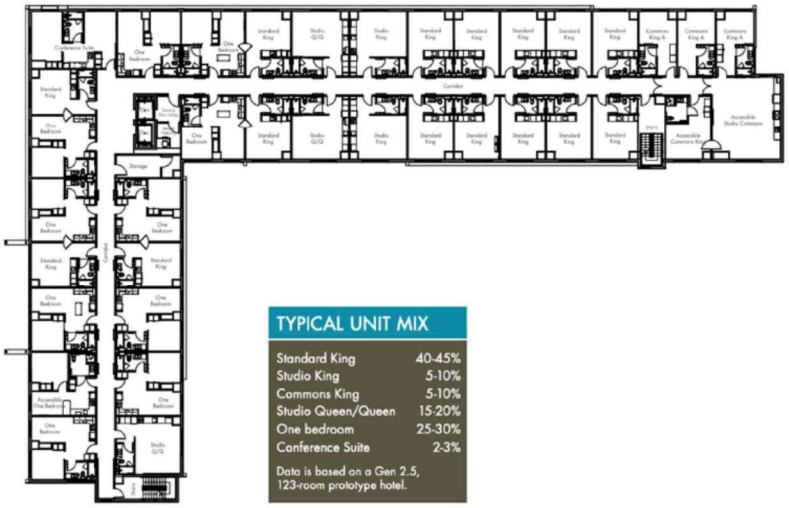
Front Elevation

SITE SUMMARY	
Building Length	254 feet
Building Depth	166 feet
Land	2.58 acres
Parking	123 spaces

Data is based on a Gen 2.5, 123-room prototype hotel.



Typical Floor

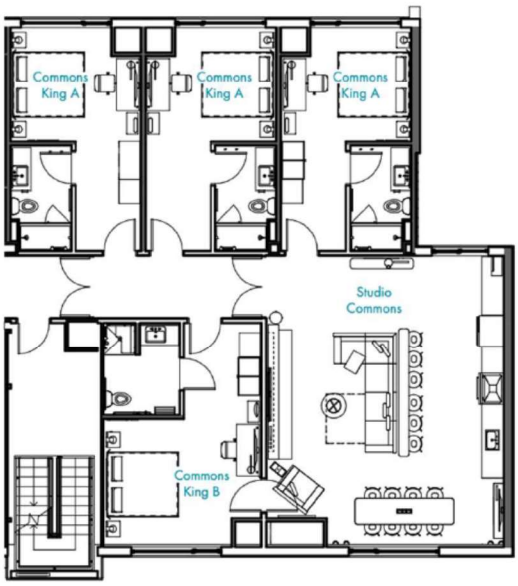


TYPICAL UNIT MIX	
Standard King	40-45%
Studio King	5-10%
Commons King	5-10%
Studio Queen/Queen	15-20%
One bedroom	25-30%
Conference Suite	2-3%

Data is based on a Gen 2.5, 123-room prototype hotel.

An Innovative Approach to Group Travel

The Studio Commons communal room design offers a variety of seating, dining, working and media options for group travel. Each communal room can service 3 keys in close proximity and 1 key with direct walk off access.



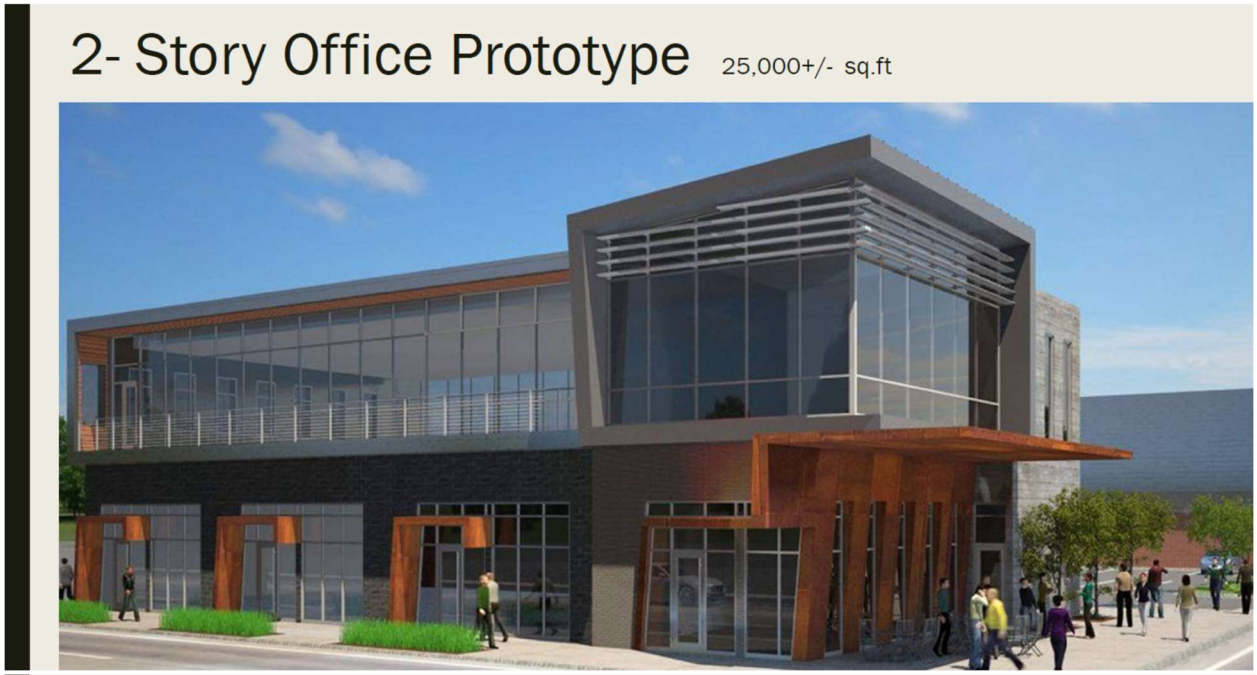
GUEST SPACES	QUANTITY	PERCENTAGE	UNIT AREA	TOTAL NET (SF)
Lobby Areas				
Entrance Vestibule, Reception, Lounge, Rise Dining, Public Circulation, Public Restrooms				
Total Lobby Areas				3,464
Food & Beverage Front-of-House				
Rise Food Prep				79
Recreation Facilities				
Fitness Center				824
Swimming Pool (Outdoor - Not Included)				
Pool Restroom				56
Pool Equipment / Storage				122
Recreation Facilities Total				1,002
Retail				
Market				129
Meeting Spaces				
Meeting Room				525
Meeting Room Storage				95
Meeting Spaces Total				620
Guestrooms				
Standard King	47	35-40%	323	15,181
*Accessible Standard King	1		323	323
Commons King A	6	5-10%	270	1,620
Commons King B	1		326	326
*Accessible Commons King	1		324	324
Studio King	11	10-15%	387	4,257
*Accessible Studio King	1		387	387
Studio Queen / Queen	25	22-27%	408	10,200
*Accessible Studio Queen / Queen	2		408	816
One Bedroom	24	20-25%	451	10,824
*Accessible One Bedroom	1		452	452
Conference Suite	2	2-3%	542	1,084
*Accessible Conference Suite	1		542	542
Studio Commons			639	639
Accesssible Studio Commons			639	639
Guestroom Total	123			47,614
Guestroom Corridors & Support				
Corridors/Elevator Lobby, Stairs, Ice, Guest Laundry				
Guestroom Corridors & Support Total				10,115
TOTAL GUEST SPACES				63,023

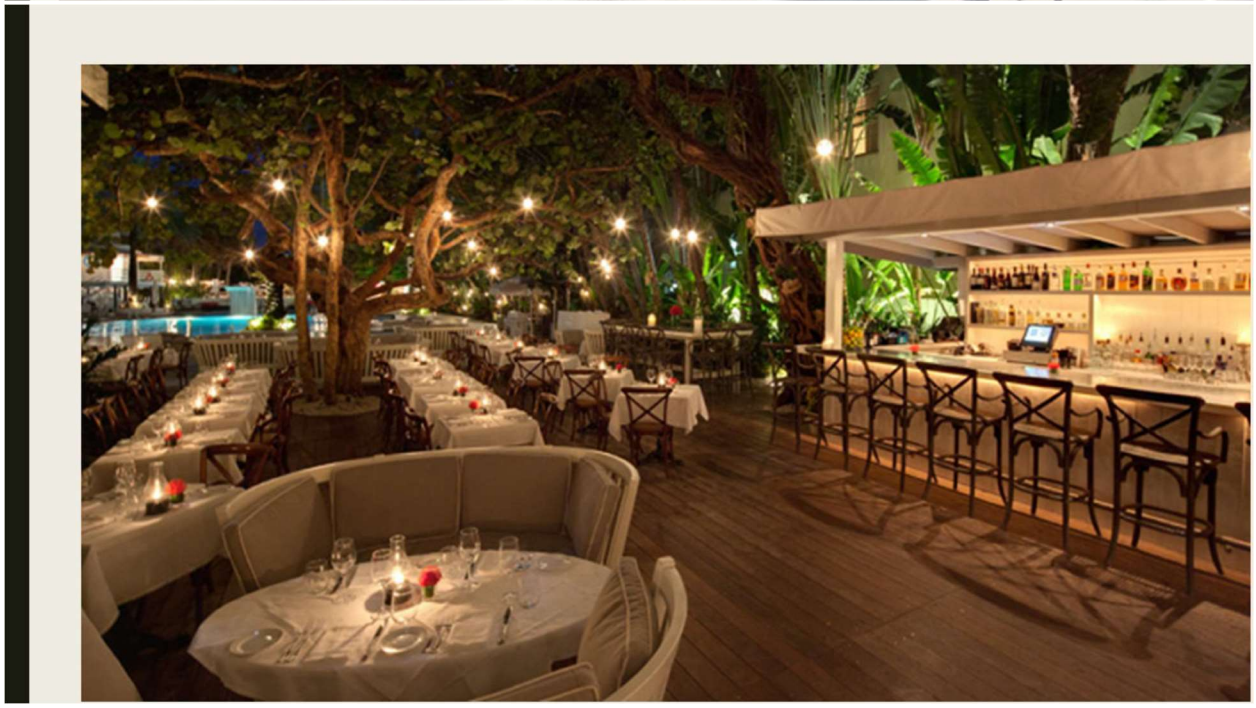
BACK-OF-HOUSE	TOTAL NET (SF)
Administration	
Administration	
Office	
Luggage	
Employee Areas	
Break Room	
Employee Restrooms	
Food & Beverage Back-of-House	
Food Preparation	
Food Preparation Storage	
Laundry	
Laundry Room	
Housekeeping	
Linen and Linen Chute Rooms	
Storage	
Janitor	
Elevators	
Elevators	
Elevator Equipment Room	
Property Technology	
Computer/Telecom	
Mechanical, Plumbing & Electrical	
Mechanical	
Electrical	
Back-of-House Circulation	
TOTAL BACK-OF-HOUSE SPACES	4,528

SUMMARY	QUANTITY	TOTAL (SF)
Total Number of Guestroom Room Floors	4	
Total Number of Floors	4	
Guest Spaces		63,023
Back-of-House		4,528
Total Net Building Area		67,551
Walls and Shafts (Estimated)		6,434
Total Grass Building Area		73,985
Total Square Feet per Room		602

Food Beverage/Retail

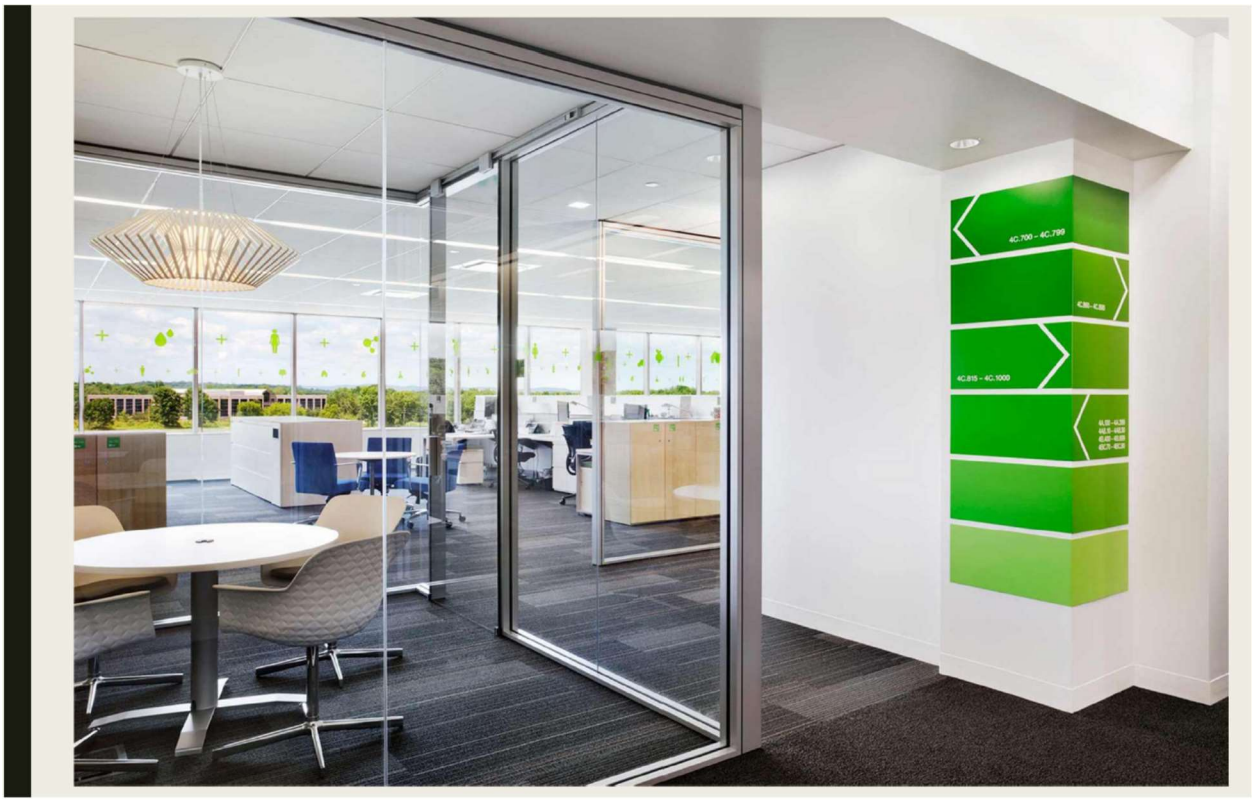
The retail experience will be like no other in the region being patterned after the Oxbow Public Market in Napa and Eataly of Chicago, NYC, and LA. The tenant mix will consist of local brands of preference with key regional and national tenants that promote the values of artisan food, wine, and brews. The market space will be an indoor-outdoor event taking advantage of the many warm sunny days in Roseville. The outdoor spaces will be a public gathering area with space to accommodate the occasional music or entertainment event. The following graphics illustrate some of the design intent of the market.





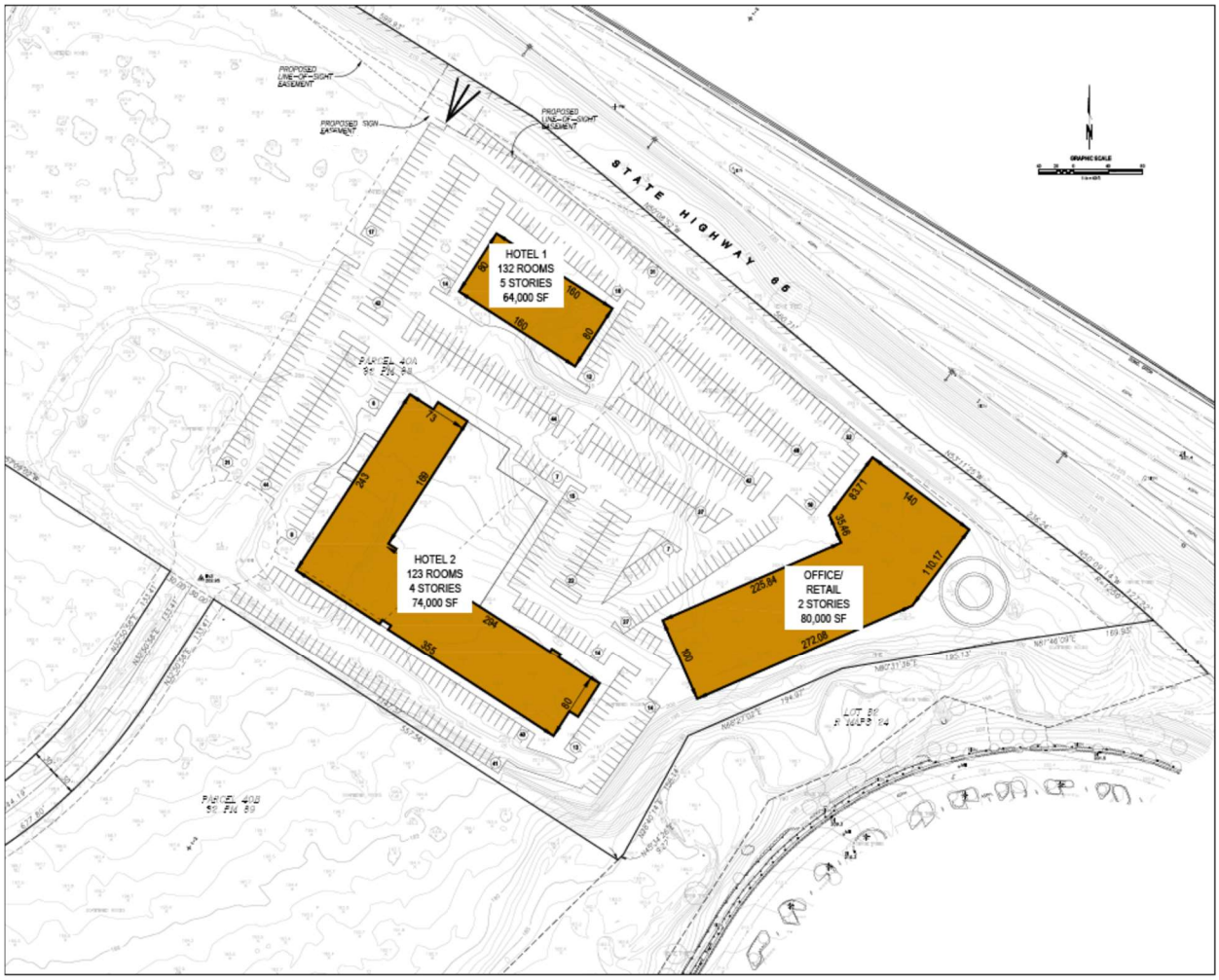
Office

The office space will be located on the second floor above the market. Total square footage of the office will be approximately 40,000 square feet accommodating a workspace for 160 persons.


4C.700 – 4C.799
4C.815 – 4C.1000

SITE PLAN

The overall site plan is still evolving and subject to change pending final selection of the hotel brands and their requirements along finalizing the footprint of the retail office component. However, the overall capacities and volumes are generally established, and the site plan below depicts one possible scenario on how the site and improvements may be arranged. The total project square footage will be between 220,000 and 240,000 square feet with approximately 625 parking spaces.



Timeline

AHSI AND LGI has developed an aggressive schedule to acquire, entitle and complete the project construction, providing for store business openings in 2023/2024.

An outline of major milestones is listed below:

August 2020 - AHSI and LGI is currently developing site plans, budgets, and construction financing with its lenders.
August 2020 – Submission of RFP to City of Roseville
October 2020 – City of Roseville awards the RFP to AHSI and LGI
November 2020 - Upon award of the RFP to AHSI and LGI, initiate design drawings and exhibits for development application to the City.
December 2020 – AHSI and LGI and City of Roseville finalize all terms and conditions of the purchase as soon as practicable and reach a mutually agreed closing date in 2021.
January 2021 - AHSI and LGI develops and completes, with its design team, the submittal package for Major Project Permit, and submits to the Planning Department.
June 2021 – AHSI and LGI receives project approval from the City of Roseville.
July 2021 – AHSI and LGI begins preparation of complete construction plans for the preparation of the site and construction of the building.
September 2021 – AHSI and LGI will finalize construction team via the bid process and secure contracts for construction.
December 2021 – Building permits, improvement plans, SWPP and State clearances obtained, and encroachment permits approved, fees paid, and all permits issued.
January 2022 – Mobilization and construction begins
June 2023 – Site work and building complete with certificate of occupancy issued.
July 2023 – Fixture, stocking, staff hiring, and training.
September 2023 – AHSI and LGI grand opening.

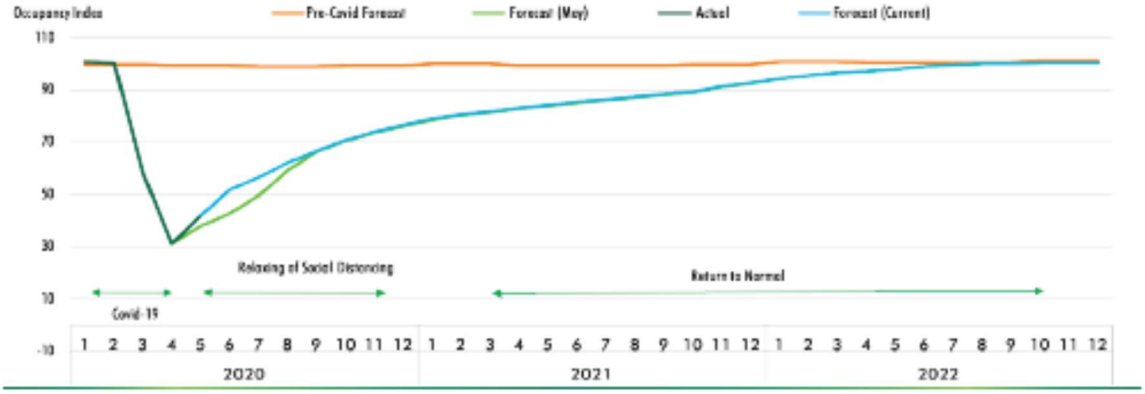
The City may question the viability of a hospitality use considering the impacts to the hospitality industry because of the pandemic. While the pandemic has had a significant impact on the hospitality industry it is not eliminating this business sector and some hospitality types such as extended stay options have maintained good occupancy rates. Furthermore, the pandemics impacts are temporary and forecasts for future travel are strong.

CBRE conducted an analysis of the hospitality industry and forecasted a quick rebound. CBRE projects a strong hotel revenue recovery in 2021 and 2022 with a full recovery by 2023. We believe the project is well positioned and well timed. We further believe that the project will develop sooner than other potential development schemes. For example, an office development may take several years to secure a tenant and financing before it initiates construction. Office development is particularly prone to a delayed development start given the significant office entitlements that currently exist along the highway 65 corridor. The proposed project has an aggressive development schedule timed to the forecasted market recovery. This aggressive development schedule will likely generate City revenues

before other proposals that are market or tenant dependent. The Hospitality recovery is further demonstrated in the excerpt below from the CBRE report.

Figure 1 shows our current expectations for U.S. hotel occupancy, indexed to 2019 levels. We anticipate strong gains to demand in May and June 2020. The speed of recovery is expected to slow in July and August as demand returns to states that open back up for travel and pause or pull back in areas where case numbers begin increasing again.

FIGURE 1: U.S. Hotel Occupancy Outlook



Source: CBRE Hotels Research, Oxford, STR, June 2020.

Key Economic and Community Impacts – Some key economic advantages of AHSI and LGI development of the subject site are:

- The project is 100% privately funded and does not require public subsidies or incentives.
- AHSI and LGI propose a cash purchase at market value pricing. Terms such as the due diligence period and closing will be consistent with current market practices and no special considerations are required.
- Development of the site is a private venture and there are no subsides, discounts or deferrals requested of the project.
- The project will pay all applicable development impact fees estimated at $3.7 M.
- The project will be an expansion of city hospitality, food service and retail opportunities and will result in the creation of 455 new jobs in the City of Roseville with an annual payroll in excess of $22 million.
    - New construction employment
    - Management employment
    - Service employment
- Net new sales tax revenue generating a revenue stream for the City
- AHSI and LGI will immediately move to develop the site converting a City owned tax-exempt parcel to a property tax generating parcel with enhanced value.

- Capital investment on this site is expected to exceed $95 M based on land and construction costs. Site development and building valuation will contribute to a significantly enhanced property tax assessment over its current un-taxed base.
- Project will generate new Transient Occupancy Tax generation.

City Revenues

According to the analysis prepared by the Greater Sacramento Economic Council dated August 9, 2019, a hotel project will generate 2.4 times the direct revenue to the City than an office project on the same site. With the addition of 40,000 square feet of office and 40,000 square feet of retail we believe the project will be more sustainable and ultimately generate more direct revenues to the City than the project modeled by the Greater Sacramento Economic Council in 2019. The proposed project is a no cost to the City proposal with significant upside through multiple revenue streams as follows:

- ✓ Land purchase - $4,815,558
- ✓ Generate highest per room rate TOT for City
- ✓ Increase property tax base from $0 to an estimated $95 million
- ✓ Sales tax generation from hotel, retail and food and beverage
- ✓ Development impact fee generation
- ✓ Create construction and 455 permanent operation jobs

Each of the above revenue streams will be analyzed for their direct contribution to the City and a summation of revenues received over a ten-year period is calculated below.

Land Purchase

The initial land purchase is proposed at $10.05 a square foot and will generate $4,815,558 million in revenues to the City which providing an enhanced return over the City's initial purchase price of $2,525,880.

Transient Occupancy Tax – TOT

A seven- year TOT generation is calculated as the first three years of the project will be devoted to project approvals and construction. As estimated in the table below the two hotels will generate over $5.6 million in TOT revenue to the City in the first seven years of operation

Conference Center Drive		2024	2024	year							
Roseville, CA.	Rooms	Avg. Occupancy	Avg. ADR	1	2	3	4	5	6	7	Total
Hotel 1	132	76.60%	179	$ 6,606,153	$6,738,275.57	$6,873,041.08	$7,010,501.90	$7,150,711.94	$7,293,726.18	$7,439,600.70	$49,112,009.90
Hotel 2	123	79.00%	169	$ 5,993,931	$6,113,810.08	$6,236,086.28	$6,360,808.01	$6,488,024.17	$6,617,784.65	$6,750,140.34	$44,560,584.97
room revenue	*based on 132 rooms			$6,606,153	$6,738,276	$6,873,041	$7,010,502	$7,150,712	$7,293,726	$7,439,601	$49,112,009.90
room revenue	*based on 123 rooms			$5,993,931	$6,113,810	$6,236,086	$6,360,808	$6,488,024	$6,617,785	$6,750,140	$44,560,584.97
TOT % to city	*based on 132 rooms			100%	100%	100%	100%	100%	100%	100%	
TOT % to city	*based on 123 rooms			100%	100%	100%	100%	100%	100%	100%	
TOT generated	*based on 132 rooms		6%	$396,369	$404,297	$412,382	$420,630	$429,043	$437,624	$446,376	$ 2,946,720.59
TOT generated	*based on 123 rooms		6%	$359,636	$366,829	$374,165	$381,648	$389,281	$397,067	$405,008	$ 2,673,635.10
										Total 7 Year Revenue to City	$ 5,620,355.69

Property tax

With an estimated property valuation of $4.8 M for the first three years and $95 M for the next seven years with a 2% inflationary rate the estimated property tax generation is $4,469,193.23. Assuming the City captures 18% of the property tax the total revenue to the City over ten years is $804,454.78.

Sales Tax

The project includes 40,000 square feet of high-end retail with extensive food and beverage offerings. Sales generation for the retail is expected to capture $700 per square foot on an annual basis. Total annual sales are for the retail is estimated at $28,000,000 annually. We believe this is conservative estimate for sales as it does not account for taxable food and beverage sales within the two hotels.

Annual sales of $28,000,000 will generate $420,000 in sales tax revenue to the City annually. Revenues over the first ten years which includes seven years of operation will generate a projected total of $2,940,000 in revenues to the City.

As a destination location and hub for tourism the project will generate or contribute an unquantifiable but significant amount of offsite sales tax.

Development Impact Fee Generation

The project proposes a total of 220,000 square feet of building area and it is assumed that building permit fee costs will average $17.00 per square foot. The project will generate $3,740,000 in development impact fees to the City.

Ten-year revenue totals to the City of Roseville:

Land purchase -	$4,815,558
TOT revenues -	$5,620,355
Property tax -	$ 804,454
Sales tax -	$2,940,000
Development impact fee generation	$3,740,000
Projected Ten-year City revenue total	**$17,920,367**

Job generation

The project will initially generate a large number of construction jobs that will span an 18 to 24-month period. Once in full operation the project will generate 455 jobs that span service, retail, management, and office. The distribution of jobs is provided in the tables below

Structure ID	Proposed Use	Ground Floor Area (sf.) +/-	Est. Jobs
A	Hotel 1	64,000	36
B	Hotel 2	74,000	26
C	Artisan Retail Suite	5,000	38
D	Artisan Retail Suite	5,000	38
E	Artisan Retail Suite	5,000	38
F	Artisan Retail Suite	5,000	38
G	Artisan Retail Suite	2,000	12
H	Artisan Retail Suite	1,400	8
I	Artisan Retail Suite	1,500	9
J	Artisan Retail Suite	5,000	16
K	Artisan Retail Suite	5,000	18
L	Artisan Retail Suite	5,000	18
M	2-Story Office Space	40,000	160
	Total	**217,900**	455

According the Greater Sacramento Economic Council, the 2019 average annual office wage is $73,739 and the average annual accommodation wage is $35,881. Net result the project will generate an estimated $22,383,135 in annual payroll at full operation. Assuming a full operation at year three and with no inflation of wages the project has the potential to generate $156,681,945 in payroll in the first ten years of operation.

Community Contributions - AHSI and LGI is a proud community partner and supports numerous non-profits and clubs throughout the Sacramento region.

TAB F:

AHSI and LGI has strong relationships with Wells Fargo and Stonehill Capital.

We have attached a letter of support from Stonehill Capital and they are positioned to quickly support a winning bid. AHSI and LGI will acquire the property with cash from an existing Wells Fargo account. AHSI and LGI expects total project capital investment to be over $95M. Its financial partners are supportive of the capital project.

AHSI and LGI plans on using a traditional real estate acquisition process/structure for the project.

- AHSI and LGI would acquire the property with an all cash purchase.
- As soon as entitlements are completed AHSI and LGI plans on being prepared to move to construction.
- AHSI and LGI would plan to use a traditional real estate construction loan or private equity financing.

With regards to assumptions or limiting assumptions, there are no significant contingencies in the financing plan, such as.

- AHSI and LGI needing to raise or generate additional cash or equity prior to final loan approval.
- There are no specific requirements relating to some form of enhanced business financial performance.
- There is no need for AHSI and LGI to sell a building or land to receive final approval for financing or complete the terms and conditions of the RFP.
- AHSI and LGI is not aware of any other material contingent items that are inconsistent with general financing terms and conditions.

TAB G:

Required Statements/Documents –

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to purchase and develop the property as specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same parcels; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

In addition to "Attachment A" noted above, the Prosper also assures/certifies the following:

Per section 5.0 of the RFP - The designated project team will not be substituted without approval by City staff.

Per section 10.3 of the RFP – The proposer/developer/AHSI and LGI warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

The prosper/developer/AHSI and LGI is not aware of any conflicts of interest related to the RFP or project.

Per Section 10.19 of the RFP – Prosper/developer/AHSI and LGI acknowledges that nothing contained in the response shall be proprietary.

SIGNATURE -

Rohit Ranchhod
rohit@hospitalitymgnt.com
American Hospitality Services, Inc. a California Corp.
9500 Aquafina Court,
Elk Grove, CA 95624

SIGNATURE -

Akki Patel
akki@letapgroup.com
Letap Group Inc, a California Corp.
950 Reserve Drive, Suite 110
Roseville 95678

TAB H:

Exceptions –

AHSI and LGI does not have any exceptions, alterations, or amendments to the requirements of this RFP.

TAB I:

Competency of Proposers –

Based on the RFP response above AHSI and LGI believes it has the necessary facilities, ability, experience, and financial resources to purchase and develop the property as specified herein in a satisfactory and timely manner.

AHSI and LGI does not have any of the following: any pending bankruptcies, liens, stop payment notices, judgments, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

Additionally, no party has ever terminated a material contract with AHSI and LGI for breach.

Statement of Financial Resources: AHSI and LGI currently maintains, in aggregate, cash and credit facilities. In addition, AHSI and LGI business is consistently profitable, and is not financially burdened with lending commitments. AHSI and LGI can maintain a staff of regular employees, sub-consultants, or sub-contractors that are adequate to ensure performance of the development proposal. AHSI and LGI resources for the development contemplated are sufficient, adequate, and suitable.

Appendix

Team Qualifications/Resumes -

1. MWT Architects
2. TRI Commercial
3. Morton & Pitalo Engineers
4. Chris Robles Consulting
5. Lo Duca Law
6. Cushman Wakefield

South America
Puerto Vallarta

Middle East
Dubai

Europe
Finland

Africa
Nigeria

Mark W. Tiedemann, AIA, CEO

Firm Profile

MWT provides specialized Hotel, Resort and high-end Mixed Use architectural design, planning and construction consulting services. We provide worldwide services and a single source of responsibility from innovative design solutions that will save you money to the delivery of your project on time and within budget. We have the experience, commitment and proven results to see your project through to a successful completion.

Since 1994, MWT has worked on hundreds of projects ranging from 5 million to 600 million USD. We have the expertise and hands-on experience to design and guide your project at every turn. Our field and knowledge base is very specialized and our expert team is dedicated to building strong relationships that foster 100% commitment to your project goals. If you are looking for a firm that is passionate about their work, you found it. We look forward to hearing from you soon!

Services

Master Planning

Feasibility Studies: land usage, project viability, conceptual design, cost studies, architectural programming and master planning

Visualization Studies, Graphics & Marketing Materials

IdeaCreation/ "Theming"	Visualization of Projects	Marketing materials
3D Photorealistic Rendering	Graphic and Logo Design	

Schematic Design, Design Development, Construction Documents & Construction Administration

· Architecture	· Civil Engineering	· Structural Engineering
· Mechanical Engineering	· Electrical Engineering	· Interior Design
· Value Engineering	· Project Management	· Sustainable Design
· Construction Administration	· Landscape Architecture	· Cost Estimating

Specialty Roll-Out Services

- Custom Prototype hospitality designs
- Design, create or adapt your ideas and/or drawings for local conditions
- Tender your project to a local market
- Provide support and construction administration services to complete your project.

Communication

Projects in North America, Central America and the Middle East require well thought out planning and communication. We offer all design services in English, Arabic and Spanish in an effort to assist local authorities with approvals, as well as to ensure clear communication with project owners and contractors.

References

Mr. Sanket Patel Developer Baltimore, MD **(443) 255.2252**	**Mr. Jake Pallio** Developer Charlotte, NC **(704) 363.7902**	**Mr. Chet Patel** Developer Texas **(832) 228.7630**	**Mr. Tony Fraooq** Hotel Developer Southern California **(916) 343.3042**
Mr. Alkesh Patel Developer Portland, OR **(503) 939.6300**	**Mr. Patrick Campbell** Hotel Builder West Coast **(503) 932.1152**	**Mr. Jay Patel** Developer Memphis, TN **(901) 830.4243**	**Mr. Martin Nowak** Developer Middletown, NY **(845) 283.6024**

Board

Mark Tiedemann, Architect
Donald Edward, Architect
Maria Febryani, Architect

Partners

Darrin Williams, Architect
Taif Kingsley, PhD Architect
Paul Hendereen, Architect
Maqsood Ahmed, Engineer
Dung Vu, Engineer

Project Architects

Ann Salerno
Anita Bansal
Apoorva Wallabh
Erwin Handayani
Edo Pramuji
Harry Sutrisno
Jobst Raven
Keith Kuenzi
Melissa Vogler
Maria Ragel
Rahardini Widyasari

Office Locations

Staffed Offices

Buffalo, NY - **Headquarter**
MWT Architect, PC.
5820 Main St., Suite 501
Williamsville, New York
(212) 235-7277

Charlotte, NC
10824 Metromont Pkwy
Suite 400
Charlotte, NC 28269
(704) 947-9772

Jakarta, Indonesia
Grand Slipi Tower
9th Floor, Unit G
+1(800) 630-3750

Meeting Offices

New York City
(212) 235-7277

Las Vegas
(702) 275-7852

Dallas
(412) 307-4000

Corporate
(800) 630-3750
www.HotelPlans.com

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MWT Provided BBGM 100% of the Construction Documents for Building Shell and Parking Structure, a 414,000 Square Foot Mixed-Use Development.

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Tel: (916) 677.8130

Cell: (916) 696.0013

532 Gibson Drive, Suite 200

Roseville, CA 95678

www.tricommercial.com

SPECIALIZATION

- Hospitality Development
- Hotel Sale and Lease
- Residential Development
- Buyer Representation on Investment Properties

PROFESSIONAL BACKGROUND

Prior to joining TRI Commercial, Abdul owned and operated AM Ejaz Transport a trucking company based out of West Sacramento that had contracts with: Fry's Electronics, USPS, and Wal-Mart Utah. Before the trucking business he worked as a Business Investigator with the Franchise Tax Board. He was on the board of the state-wide Enterprise Data Renewal project that was responsible for converting millions of paper tax returns and correspondences into electronic Images online. This included creating a program that would help California filers to view all their information regarding state taxes online. Abdul was a part owner of Esper Solutions LLC a software development company that has processed multiple software deals with a variety of companies; his core responsibilities with Esper Solutions LLC were contract negotiations. Abdul studied Economics with minor in Business Administration at Sacramento State University, during this time he worked with US Financial as a marketing associate for three years which flared his interest for real estate. He is deeply passionate about client investments and looks to use his entrepreneurship skills to ensure maximum profit for his clients. With his IT and Business background he brings an innovative mindset for his personal network of investors. Abdul builds exclusive relationships with his clients and has a profundity of knowledge about the hospitality market.

PROFESSIONAL AFFILIATIONS / EXPERIENCE

- Business Development Manager | Esper Solutions LLC- 2013 to 2018
- President | AM Ejaz Transport LLC- 2013 to 2018
- Business Investigations | State of CA
  Franchise Tax Board- 2010 to 2015

EDUCATION

- Bachelor of Arts in Economics - California State University Sacramento
- Personal Income Tax Certificate - State of CA Franchise Tax Board
- Business Tax Certificate - State of CA Franchise Tax Board

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GREGORY J. BARDINI, P.E.

Principal Civil Engineer

EDUCATION:
Bachelor of Science, Civil Engineering
California Polytechnic State University - 1990

REGISTRATION:
Registered Civil Engineer, CA No. 50725, 1993
Registered Civil Engineer, NV No. 10767
Registered Civil Engineer, MD No. 38625, 2010

YEARS OF EXPERIENCE: 29

YEARS WITH FIRM: 25

QUALIFICATIONS:

Mr. Bardini has more than 26 years of experience in the field of civil engineering. He has designed and managed numerous public and private sector land development projects that have included numerous master plan communities and specific plans. He has been responsible for the land use entitlement, design, construction, and supervision of large specific plans comprising of several thousand acres, master plans, as well as residential, commercial, and industrial developments.

PROFESSIONAL AFFILIATIONS:

American Council of Engineering Companies of California (ACEC-CA)
American Society of Civil Engineers (ASCE)
Building Industry Association – Fresno/Madera Counties – Director
North State Building Industry Association (NSBIA)
International Council of Shopping Centers (ICSC)

PROJECT EXPERIENCE:

- Hewlett-Packard Campus Oaks Master Plan (BBC Roseville LLC) in support of the preparation of park programming, trail system and finance plan – Roseville, California
- Tesoro Viejo (The McCaffrey Group / Lyles United) a 1,600-acre master planned community with approximately 5,000 residential units, 400 acres of open space and recreational areas including 15 miles of nature trails, and neighborhood parks plus an additional 60 acres designated for schools. - Madera County, California
- West Roseville Specific Plan (Westpark Associates) a 1,400-acre specific plan, including 5,280 residential units, open space and trail system, detention basins, schools, and parks – Roseville, California
- Panhandle Master Plan - Sacramento, California
- Gold Rush Specific Plan, Sutter Creek, California
- Placer Gold Industrial Park, Pacer County, CA
- Greyhawk II Subdivision, Granite Bay, CA
- Palladio Mall, Folsom, California
- Gibson Drive Commercial Center, Roseville, CA
- Numerous Single-Family Subdivisions and Multi-Family Residential Communities

600 Coolidge Road, Suite 140, Folsom, CA 95630
(916) 927-2400 • (916) 357-7888/Fax • www.mpengr.com

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FIRM PROFILE

MORTON & PITALO, INC.

For more than four decades, Morton & Pitalo, Inc. has been a leader in providing high-quality civil engineering, land planning and land surveying services. The firm has perfected a style of operation that emphasizes a team approach and close involvement by our principals and project managers. Clients deal with the same principal and select team of in-house experts throughout the project.

Morton & Pitalo, Inc. specializes in providing professional civil engineering, land planning, and land surveying services throughout the Northern California region. Our firm has completed thousands of projects around the Sacramento, Placer and El Dorado area. Our multi-discipline services have been provided to the private sector for commercial, office, industrial, institutional, and residential developments, and to the public sector for roads, public works, schools, parks, and assessment districts. We have a hugely diversified project base in the City and County of Sacramento because of our extensive knowledge and experience of land development requirements in the Greater Sacramento Area.

Our firm philosophy and principles have made Morton & Pitalo a progressive company for nearly four decades. The civil engineering department is able to work in teams with our land surveyors and land planners, further enabling Morton & Pitalo, Inc. to handle even large scale, multi-discipline projects with our *in-house* staff, thus saving our clients both time and money.

Morton & Pitalo, Inc. has five (5) licensed Professional Land Surveyors, one (1) who is a sUAS Registered Pilot and twelve (12) licensed Professional Civil Engineers, five (5) of whom are also LEED Accredited Professionals. With four decades of experience in the building industry, Morton & Pitalo, Inc. is qualified to help private clients and public agencies with the renovation, restoration, and redevelopment of existing facilities to achieve LEED certification. Additionally, Morton & Pitalo, Inc. has four (3) certified QSD/QSP engineers on staff to assist with compliance of NPDES requirements and the Construction General Permit issued to the City of Sacramento.

Certifications:

- Small Business Enterprise State of California (DGS), No. 1790922;
- Sacramento Municipal Utility District (SMUD) SEED Certified.

600 Coolidge Drive, Suite 140, Folsom, CA 9630
(916) 927-2400 • (916) 357-7888 Fax • www.mpengr.com

HOTEL PROJECTS

The following is a list of Greater Sacramento Area Hotel Projects for which **Morton & Pitalo, Inc.**, has provided civil engineering and land surveying services:

- Comfort Inn & Suites — 12249 Folsom Blvd, Rancho Cordova, CA. (122 Rooms)
- Courtyard — 4422 Y Street, Sacramento, CA (152 Rooms)
- Extended Stay America — 2201 Longport Court, Elk Grove, CA
- Hampton Inn & Suites — 155 Placerville Road, Folsom, CA. (LEED Certified 147 Rooms)
- Hampton Inn & Suites — 2305 Longport Court, Elk Grove, CA (110 Rooms)
- **Hilton Sacramento** — 2200 Harvard Street, Sacramento, CA. (331 Rooms)
- **Hotel Berry** — 729 L Street, Sacramento, CA (104 Rooms)
- Hyatt Place (AmeriSuites) — 10744 Gold Center Drive, Rancho Cordova, CA (151 Rooms)
- Hyatt Place Roseville — 220 Conference Center Drive, Roseville, CA (151 Rooms)
- **Marriott Hotel Complex** at Cal Expo (344 Total Rooms)
  - Fairfield Inn — 1780 Tribute Road, Sacramento, CA. (75 Rooms)
  - Courtyard — 1782 Tribute Road, Sacramento, CA. (152 Rooms)
  - Town Place Suites — 1784 Tribute Road, Sacramento, CA. (117 Suites)
- Orchard Suites — 130 North Sunrise Avenue, Roseville, CA (125 Rooms)
- Radisson Hotel — 500 Leisure Lane, Sacramento, CA. (306 Rooms)
- Senator Hotel — 1121 L Street, Sacramento, CA (ALTA Surveys in 1991 & 2005)
- **Sheraton Grand** — 1230 J Street, Downtown, Sacramento, CA. (504 Rooms)
- Spring Hill Suites — 10593 Fairway Drive, Roseville, CA (124 Suites)
- Town Place Suites — 10569 Fairway Drive, Roseville, CA (115 Suites)

Sheraton Grand, Sacramento

Morton & Pitalo was a part of the consultant team lead by David S. Taylor Interests that brought the Sheraton Grand Hotel to Sacramento. The Sheraton Grand Sacramento is a 26-storey 503-guest room hotel with a lap pool, large ballrooms/conference facilities, and an on-site restaurant and bar.

This hotel was an infill project with a twist because it also involved the historic preservation of the Public Market Building and a complex financial structure that involved participation by the City of Sacramento. In addition to the hotel, Morton & Pitalo provided land surveying and civil engineering design services for the reconstruction of 13th Street between J and L Streets, as well as the infrastructure design for the 22-storey Esquire Plaza Tower building.

Services provided include: ALTA and Topographic Surveys • On-Site and Off-Site Engineering Improvement Plans • Utility Design • Traffic Improvements • On-Site grading • Jurisdictional Agency Coordination with the City of Sacramento

Chris Robles Consulting LLC
(916) 759-5940
chrisroblesconsulting@gmail.com

Qualifications Narrative

Chris Robles, has 30 years of Municipal Planning and Development experience. Mr. Robles retired from his position as Economic Development Director for the City of Roseville and Executive Director of the Roseville Housing Authority in 2018. Concurrent with retirement from the City of Roseville Mr. Robles resigned his position as Chief Executive Officer of the Roseville Community Development Corporation. Mr. Robles established Chris Robles Consulting LLC in 2018 and now provides services to the private development industry on land development, development agreements, and economic development.

Prior to his retirement, he had been with the City of Roseville for 28 years and most recently served as Economic Development Director for 5 years and served as Community Development Manager for 7 years with the balance of his career within the Planning Department. Mr. Robles has a bachelor's degree in Land Use Planning.

The City of Roseville is known for its innovative planning, development and redevelopment, effective economic development programs and exceptional community services. Mr. Robles was responsible for mapping over 5,000 lots and overseeing the subdivision of an additional 10,000 lots, processing entitlements for 13 million square feet of commercial development, planning of multiple specific plans and associated entitlements, coordination and development of specific plan backbone infrastructure. Mr. Robles developed the programing and implemented Advantage Roseville the City of Roseville's business attraction program which has attracted more than $1,000,000,000 in investment.

Affiliations Past and Current

Vice Chair, Greater Sacramento Economic Development Council's, Directors Taskforce
Board of Directors Downtown Roseville Partnership, Property Business Improvement District
Treasurer and Board of Directors Placer Society for the Prevention of Cruelty to Animals
Member Roseville Area Chamber of Commerce
Member International Council of Shopping Centers
Member International Economic Development Council
Member of California Association for Local Economic Development

MARCUS J. LO DUCA

BIOGRAPHICAL INFORMATION

Since 1986, the last 25 years in his own law firm, Marcus J. Lo Duca has practiced solely in the areas of land use and environmental law, representing residential, commercial and industrial builders, developers and property owners throughout the greater Sacramento region and in selected cities and counties throughout California, including handling development projects throughout the land use entitlement process, drafting of development agreements (nearly 40 stand-alone development agreements and two dozen major development agreement amendments) and other development documents, and all aspects of the administrative process before various public bodies. His expertise includes all aspects of State Planning Law and State Housing Law, as well as the California Subdivision Map Act and the various aspects of environmental law related to development projects, including CEQA, wetlands and endangered species. His clients have ranged from the nation's largest homebuilders and retailers to some of California's leading land developers, as well as major apartment, office, recreational, hotel, and industrial builders and developers. Among the over 400 projects that he has entitled in his career, he has successfully represented projects ranging from major specific plans to regional shopping centers, and from individual subdivisions to apartment projects, office complexes, hotels, recreational venues, and industrial parks. He has also served as special counsel to several cities and counties on land use planning matters. He previously developed expertise in redevelopment law, formerly representing various redevelopment agencies in California.

A graduate of U.C. Berkeley's Boalt Hall School of Law, Mr. Lo Duca received a B.S. in Business Administration, Economics and Government (triple major, Phi Kappa Phi, with highest honors) and a M.A. in Government from California State University, Sacramento. He has served on the boards of directors of over 30 non-profit organizations, holding positions as an officer in 16 of these organizations, including terms as president of the Roseville Chamber of Commerce, the Lincoln Area Chamber of Commerce, the Placer SPCA, the Associates Council of the Building Industry Association, the Roseville Police Activities League, Inc. (12 terms), Roseville Community Crime Stoppers Foundation (twice), the alumni associations of California State University, Sacramento, and of Jesuit High School (3 terms), and three business association political action committees (including 11 one-year terms as chairman of the North State BIA PAC, including the last 7 years). He has served on several local government task forces and committees, with appointments from the cities of Roseville, Rocklin (administrative appeals hearing officer), and Citrus Heights, and the County of Placer. For four years, he was an adjunct member of the faculty of the Government Department at California State University, Sacramento. Mr. Lo Duca currently serves on the board of directors of the Roseville Police Activities League, Inc. and the Placer SPCA, and is chairman of the North State Building Industry Association PAC, as well as serving as a member of the Roseville Chamber of Commerce PAC.

Mr. Lo Duca has represented a number of non-profit entities on a pro bono basis during his career, including the Boys & Girls Club of Sacramento, Cristo Rey High School, Citrus Heights Pony Baseball, EXCEL Roseville, Holy Family Parish, Jesuit High School (for over 25 years), the Lazarus Project, Inc., Mount St. Joseph's Seminary, North Roseville R.E.C. Center, Inc., Placer County Sheriff's Council, Inc., the Placer SPCA, Rocklin Public Safety Volunteers, Inc., Roseville Aquatic Teams Boosters Club, Inc., Roseville Arts Center, Roseville Community Crime Stoppers, Inc., Roseville Police Activities League, Inc., Sacramento Valley Teen Challenge, and St. Francis High School.

Mr. Lo Duca's professional honors include the Chairman's Award and Achievement Award (twice) from the North State Building Industry Association; the President's Award from the Roseville Chamber of Commerce and the Roseville Community Crime Stoppers Foundation; Volunteer of the Year of the Sacramento Metropolitan Chamber of Commerce; Director of the Year for the CSUS Alumni Association; Outstanding Alumnus from the CSUS Department of Government and the School of Business Department of Organizational Behavior; Man of the Year from the Jesuit Alumni Association; and the 1996 Distinguished Graduate Award from the National Catholic Education Association Department of Elementary Schools. He is also a member of the Jesuit High School Hall of Fame, and is a recipient of Jesuit High School's highest honor, the Insignis Award.

david scanlon

david.scanlon@cushwake.com

415.658.3612 | Lic 01499249

COMMERCIAL REAL ESTATE EXECUTIVE

644 BROADWAY & CHINA LIVE – SAN FRANCISCO, CA

- Negotiated the lease of the 30,000 square foot food emporium on behalf of both the tenant and the landlord
- Named in the SF Business Times' 2017 Real Estate Deals of the Year
- Worked with the value-add investors to merchandise the remaining portion of the building with Boxcar Theatre and the SF Film Society

ICE BLOCKS – SACRAMENTO, CA

- Successfully developed a targeted brand designed to attract sought-after and first-to-market retailers like Warby Parker & Bonobos
- Key role in the merchandising, look & vibe of the project everything from social media to the look and feel of the physical building to attract the exact tenant lineup desired at project onset

DOWNTOWN COMMONS – SACRAMENTO, CA

- Spearheaded retail leasing efforts for the $1B mixed-use redevelopment including the Golden 1 Center arena and 200,000 square feet of retail
- Programmed the project with a groundbreaking mix of modern, experience-oriented tenants to complement un-conventional mix of anchor tenants

RESTAURANT OPERATOR & ADVISOR

RESULTS-ORIENTED OPERATION EXPERIENCE

- Strategically lowered overhead for significantly better-than market profitability over a 5 year term
- Y-O-Y investor return has steadily increased since 2010

CONSULTING & INVESTMENTS

- Advisory board member & investor in a popular local restaurant group that consists of 5 concepts in the Sacramento market

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT

NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

_____

PROPOSAL DUE DATE

_____

PROPOSAL DUE TIME

_____A.M.____P.M.

PROPOSAL FOR

_____

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

Integra Realty Resources
Sacramento

Appraisal of Real Property

Conference Center Drive Land
Hotel Property
Conference Center Drive
Roseville, Placer County, California 95678

Prepared For:
City of Roseville

Effective Date of the Appraisal:
May 18, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Sacramento
File Number: 193-2020-0203

Conference Center Drive Land
Conference Center Drive
Roseville, California

Integra Realty Resources
Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774
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May 29, 2020

Laura Matteoli
Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

SUBJECT: Market Value Appraisal
Conference Center Drive Land
Conference Center Drive
Roseville, Placer County, California 95678
IRR - Sacramento File No. 193-2020-0203

Dear Ms. Matteoli:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. At the client's request, the purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property under two different scenarios: 1.) market value as is (this scenario considers the highest and best use of the subject property under its current zoning) and 2.) market value as if developed for hospitality/conference center use. The client for the assignment is the City of Roseville, and the intended use is for establishing the market value of the subject property for marketing purposes.

The subject is a parcel of vacant land containing an area of 11.00 acres or 479,160 square feet. The property is zoned CC/SA-NC, Community Commercial - Special Area Overlay, North Central Roseville Specific Plan, which permits civic, retail, commercial, office, and hotel uses. The city of Roseville has envisioned the site as an ideal location for the construction of a 203-room, nine-story, 146,000 square foot hotel development with a 15,500 square foot conference facility. The conference center would feature 7,500 square feet of pre-function, meeting, and break-out space, a support kitchen, and an 8,000 square foot ballroom. The hotel would also include a full service restaurant, fitness facility, spa, and outdoor pool. It should be noted, this is currently a conceptual plan and is subject to change in the future.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 18, 2020	$5,750,000
Market Value As If Developed for Hospitality Use	Fee Simple	May 18, 2020	$3,250,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Important Market Conditions Warning

Market Uncertainty from Novel Coronavirus (COVID-19)

The outbreak of the Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020 and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in the worldwide financial markets. Concerns about the ongoing spread of the COVID-19 (Corona) Virus have resulted in cancellations of a substantial number of business meetings, conferences, and sporting and entertainment events in the coming 3-6 months; the implementation of personal quarantine procedures; a 30-day lock-out for travel from most of Europe to the U.S.; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship.

As of the effective date of this report, tourism, lodging, and tourist-related food and beverage and retail sectors are likely to feel the first negative effects due to the substantial decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors. Our valuation is based upon the best information as of the effective date.

Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable market conditions. Therefore, we recommend a more frequent review of this valuation, and advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SACRAMENTO

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Certified General Real Estate Appraiser
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Summary of Salient Facts and Conclusions

Part One

Property Name	Conference Center Drive Land	
Address	Conference Center Drive Roseville, Placer County, California 95678	
Property Type	Hotel - Full Service with Conference Center	
Owner of Record	City of Roseville	
Tax ID	363-011-086	
Land Area	11.00 acres; 479,160 SF	
Zoning Designation	CC/SA-NC, Community Commercial - Special Area Overlay, North Central Roseville Specific Plan	
Highest and Best Use - As if Vacant	Commercial use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	May 18, 2020	
Date of the Report	May 29, 2020	
Property Interest Appraised	Fee Simple	
Market Value Indications		
Market Value As Is	$5,750,000	($12.00/SF)
Market Value As If Developed for Hospitality Use	$3,250,000	($16,010/Room)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Roseville may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

General Information

Identification of Subject

The subject is a parcel of vacant land containing an area of 11.00 acres or 479,160 square feet. The property is zoned CC/SA-NC, Community Commercial - Special Area Overlay, North Central Roseville Specific Plan, which permits civic, retail, commercial, office, and hotel uses. The city of Roseville has envisioned the site as an ideal location for the construction of a 203-room, nine-story, 146,000 square foot hotel development with a 15,500 square foot conference facility. The conference center would feature 7,500 square feet of pre-function, meeting, and break-out space, a support kitchen, and an 8,000 square foot ballroom. The hotel would also include a full service restaurant, fitness facility, spa, and outdoor pool. It should be noted, this is currently a conceptual plan and is subject to change in the future. A legal description of the property is in the addenda.

Property Identification	
Property Name	Conference Center Drive Land
Address	Conference Center Drive Roseville, California 95678
Tax ID	363-011-086
Owner of Record	City of Roseville

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. However, it is our understanding the city of Roseville plans to list the property for sale in the future.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, May 18, 2020, under two different scenarios: 1.) market value as is (this scenario considers the highest and best use of the subject property under its current zoning) and 2.) market value as if developed for hospitality/conference center use. The date of the report is May 29, 2020. The appraisal is valid only as of the stated effective date.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and

assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, "The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."

(Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal,* 6th ed. (Chicago: Appraisal Institute, 2015)*; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)*

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for establishing the market value of the subject property for marketing purposes. It is our understanding the city of Roseville plans to list the subject property for sale in the future. The client and intended user is City of Roseville. The appraisal is not intended for any other use or user. No party or parties other than the City of Roseville may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);

- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis. The sales comparison approach is utilized in both valuation scenarios for the subject property. In the first scenario, we consider commercial land sales in the subject's market area. In the second scenario, we analyze hotel land sales within the Sacramento MSA.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Laura Diaz conducted an on-site inspection on May 18, 2020. Eric Segal, MAI, and Lance Jordan, MAI have also inspected the subject site.

Economic Analysis

Area Analysis – Sacramento MSA

Introduction

The worldwide outbreak of the COVID-19 virus and the subsequent chain of events enacted in an effort to minimize the impacts of the pandemic are still in process and evolving on a daily basis. Healthcare and economic responses to this crisis are unfolding in the present, with no quantifiable data currently available to gauge the future impact on the local, state and national economies. The following analysis is largely based on historical information as a means of identifying past demographic and general economic trends, both of which will be impacted as more time passes and data becomes available for analysis. As noted, the level of impact of COVID-19 remains largely unknown at this time.

The Sacramento MSA is comprised of four counties – Sacramento, Placer, El Dorado and Yolo – and spans from the Sacramento River Delta in the west to the Sierra Nevada mountain range in the east. It represents portions of two key regions in California – the Central Valley and the Sierra Nevada mountains. The Sacramento MSA is the most populous metropolitan area in the Central Valley and the fifth-largest in the state of California. The region's largest city, Sacramento, is the State Capital and the seat of government for Sacramento County. Sacramento is located approximately 385 miles north of Los Angeles, 500 miles south of Oregon, 85 miles northeast of San Francisco, 105 miles west of South Lake Tahoe, and 135 miles southwest of Reno, Nevada. The region has relatively stable seismic conditions, especially compared to the San Francisco Bay Area and Southern California. Sacramento and adjoining cities rank among the lowest in the state for the probability of a major earthquake.

Population

The region has a population of over 2.37 million and has grown at a moderate, average rate of 1.1% per year for the past five years. The following table illustrates recent population trends for each county in the region. The figures are estimated as of January each year.

Population Trends

County	2015	2016	2017	2018	2019	2020	%/Yr
Sacramento	1,481,751	1,496,385	1,512,721	1,527,132	1,541,301	1,555,365	1.0%
Placer	371,264	376,508	383,598	389,387	395,978	403,711	1.7%
El Dorado	182,540	183,684	185,147	188,185	190,018	193,227	1.2%
Yolo	210,801	215,016	218,039	219,990	220,896	221,705	1.0%
Total	**2,246,356**	**2,271,593**	**2,299,505**	**2,324,694**	**2,348,193**	**2,374,008**	**1.1%**

Source: California Department of Finance

Placer and El Dorado Counties have led the region with growth of 1.7% and 1.2% per year, respectively. Most of this growth has occurred in the cities of Roseville, Rocklin, Lincoln and El Dorado Hills. The region's growth is attributed in large to in-migration of residents from other locations.

The population in the region is expected to continue growing. According to the California Department of Finance, the population in the Sacramento MSA is projected to increase to around 2,601,607 by 2030 and 2,914,939 by 2050. The region's growth is expected to outpace the growth of most other metropolitan areas in California, as well as the state as a whole.

Employment & Economy

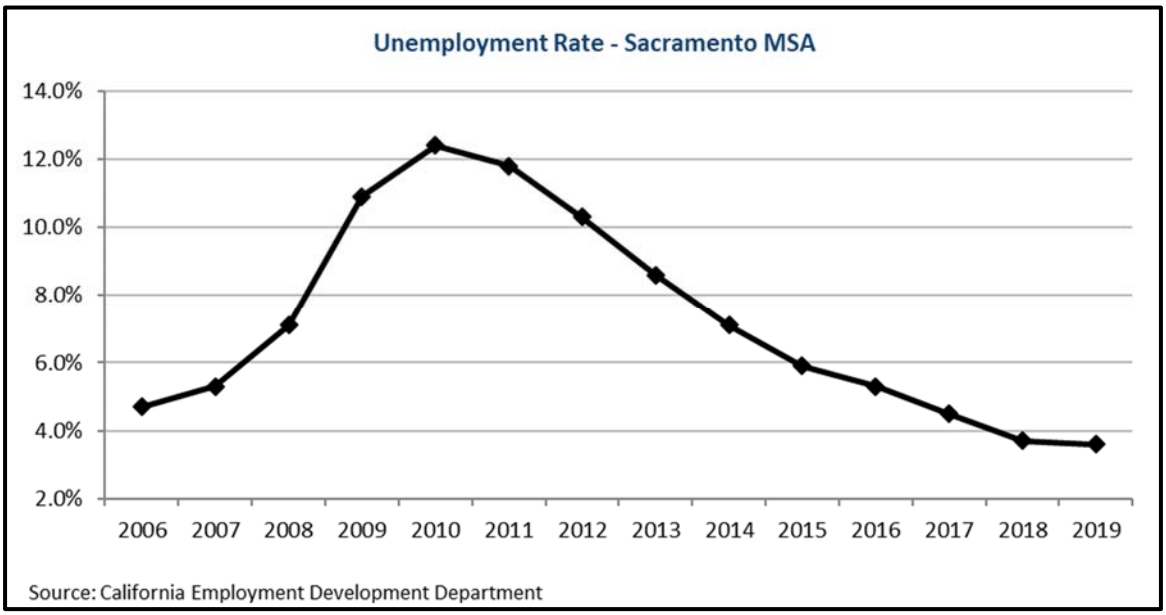
Historically, the Sacramento region has been one of the more stable employment centers in California, with a significant number of jobs in State government. The California Employment Development Department has reported the following employment data for the Sacramento MSA over the past few years.

Employment Trends

	2014	2015	2016	2017	2018	2019
Labor Force	1,044,700	1,053,800	1,069,400	1,076,500	1,095,700	1,104,000
Employment	970,300	992,100	1,012,900	1,027,700	1,055,200	1,064,300
Job Growth	14,400	21,800	20,800	14,800	27,500	9,100
Unemployment Rate	7.1%	5.9%	5.3%	4.5%	3.7%	3.6%

Source: California Employment Development Department

For most areas within the state and nation, including the Sacramento MSA, unemployment declined from 2004 through 2006, increased from 2007 to 2010, and declined since 2011. A depiction of the unemployment rate trend since 2006 is provided below.



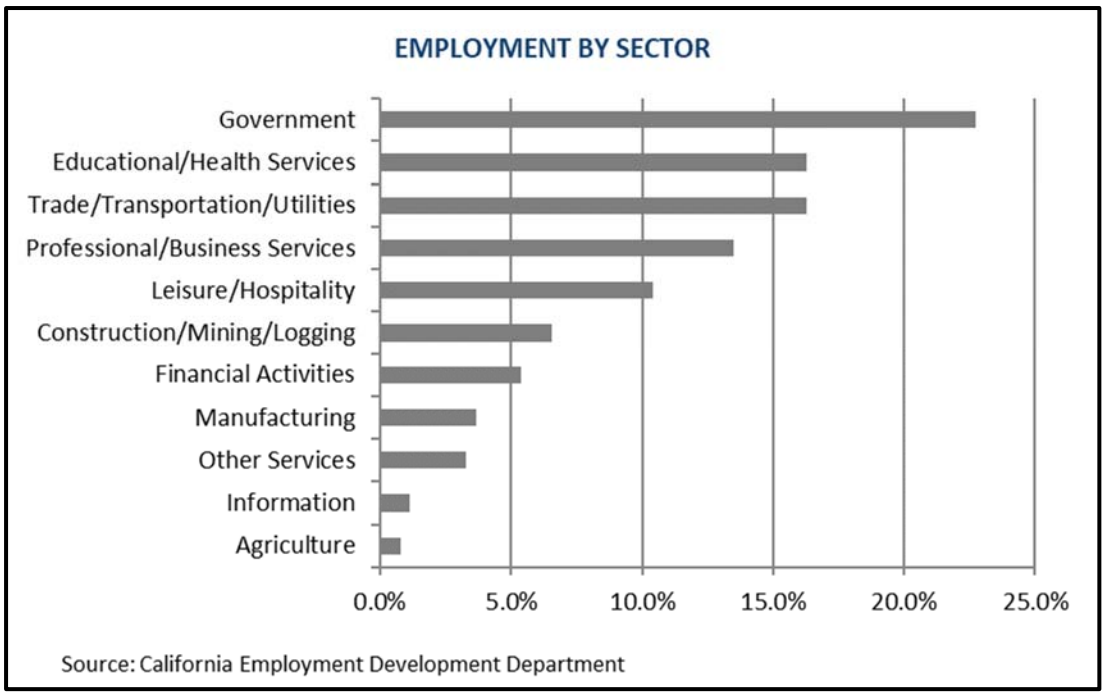
The region experienced a significant decline in jobs in 2009, but the rate of decline moderated in 2010, and job growth was positive in each year from 2011 through 2017. Unemployment rates have been at historical lows. The 2017 unemployment rate of 4.6% was the lowest experienced since 2001 and the 2018 and 2019 rates further decreased, closing out 2019 with an average rate of 3.6%. This trend is

expected to change as a result of the current COVID-19 crisis. In an effort to prevent the spread and impact of the virus, indefinite public health Stay-At-Home Orders have been issued for the counties that make up the Sacramento MSA, along with a statewide order issued by the governor on March 19th, which direct residents to stay at home except to perform essential activities necessary for the health and safety of individuals and their families. These unprecedented measures have left just "essential" businesses open. The closure of non-essential businesses will impact some sectors of the workforce more significantly than others, but it is too early to forecast how many jobs could be lost.

The unemployment rate as of the end of the first quarter 2020 was 4.7%, above the year ago estimate of 4.0%.

The local economy has transitioned from a government and agricultural center to a more diverse economy. Growing industries in the region include healthcare, technology, clean energy and life sciences. The region is a western hub for data processing, customer call centers and other corporate back office support activities. However, the Sacramento market is largely dependent on the services sector and it may be impacted more significantly as a result. The degree of impact will depend at some level on local, state and federal government economic responses and relief aid.

The following chart indicates the percentage of total employment for each sector within the region.



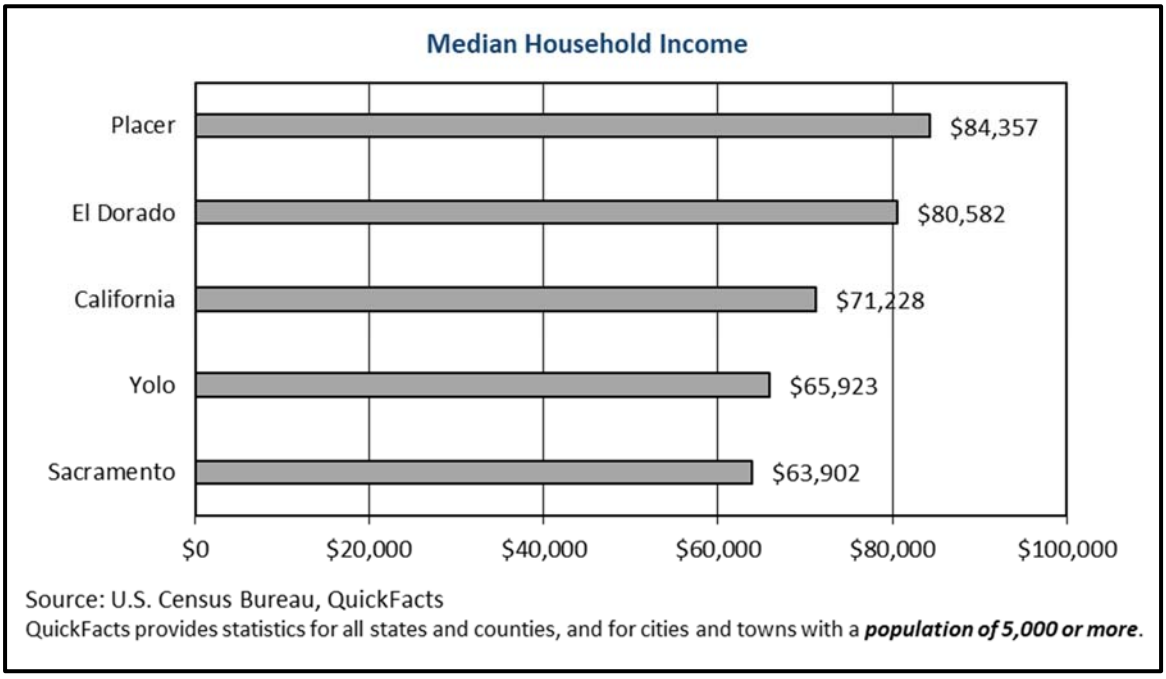
The region's largest employment sectors are Government, Educational and Health Services, Trade/Transportation/Utilities (including retail and wholesale trade), and Professional and Business Services. Government jobs account for approximately 23% of total employment in the region. This percentage has declined only slightly in the past couple of decades – government employment was near 30% of the total in 1990. The region's largest employers are listed in the following table (based on the number of employees in the four-county region).

Largest Employers			
	Employer	Industry	Employees
1	State of California	Government	81,085
2	Kaiser Permanente	Healthcare	17,419
3	Sutter Health	Healthcare	15,497
4	U.S. Government	Government	13,256
5	UC Davis Health System	Healthcare	12,674
6	Sacramento County	Government	11,330
7	University of California Davis	Education	10,032
8	Dignity Health (formerly Mercy)	Healthcare	7,000
9	Elk Grove Unified School District	Education	6,381
10	Intel Corp.	Semiconductors	6,200

Source: Sacramento Business Journal, Book of Lists 2019

Household Income

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. The following chart illustrates the median household income (in 2018 inflation-adjusted dollars) for each county in the region, as well as the state of California.



Source: U.S. Census Bureau, QuickFacts
QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Placer and El Dorado Counties exhibit the highest income levels in the Sacramento region. Household incomes in these counties are among the highest in California.

Transportation

A significant strategic advantage of the Sacramento region is its proximity to large markets and its transportation accessibility to these markets provided by extensive highway, rail, water and air systems.

The Sacramento region has over 800 miles of maintained state highways. The hub of freeways in the region makes the Sacramento area a good center for freight distribution. U.S. Highway 50, Interstate 80, and the Capital City Freeway are the principal routes for commuters living in the densely populated eastern suburbs. Commuters from the north and south of Sacramento travel on Interstate 5 and State Highway 99. State Highways 65 and 70 link Placer County to Yuba and Sutter Counties to the north. Interstate 5 provides a direct route to Redding, Oregon and Washington to the north and Los Angeles to the south. Interstate 80 extends travel to Nevada and Utah to the east and the San Francisco Bay Area to the west. Lake Tahoe and Nevada are accessible within a couple hours traveling east on U.S. Highway 50, which originates in Sacramento. State Highway 99 provides access from the upper Sacramento Valley through the San Joaquin Valley to the south.

The main public transit system in the Sacramento area is operated by Sacramento Regional Transit District (SacRT), with additional service provided by other local public and private transit operators. SacRT covers nearly 400 square miles and transports approximately 23 million passengers annually by means of 205 buses, 23 shuttle vans and 97 light rail vehicles. Light Rail began operation in 1987 along a two-pronged route linking Downtown Sacramento with populous suburbs to the east and north. In 2003 and 2004, SacRT completed extensions to the Meadowview area in South Sacramento (Blue Line) and Sunrise Boulevard in Rancho Cordova (Gold Line) to the east. In 2005, an eastward extension to the city of Folsom was completed. In 2012, SacRT completed the first phase of the Green Line to the Airport light rail extension project with the opening of the Green Line to the River District. This 1.1-mile light rail extension to the north connected Downtown Sacramento to the River District. In August 2015, SacRT opened the second phase of the Blue Line project, which extended the line 4.3 miles south to Cosumnes River College.

The Sacramento region has access to a number of railroads. The north-south and east-west main lines of the Union Pacific Railroad intersect in Sacramento and Sacramento also has access to the Burlington Northern Santa Fe Railway as a result of the merger of Union Pacific and Southern Pacific in 1996. Union Pacific's major freight classification facility for Northern California, Nevada and Oregon is located in Roseville (Placer County). Amtrak provides daily passenger service in all directions from Sacramento. The Capital Corridor system provides high-speed commuter rail service from Roseville to San Jose.

The region has good water transportation capabilities. The Port of Sacramento is a deep-water port located 79 miles northeast of San Francisco in the city of West Sacramento, serving ocean-going vessels handling a variety of cargo types. The 30-foot depth of the channel, along with extensive rail and truck cargo handling facilities, make the Port highly productive for long distance shipping. The Port is equipped for handling bulk cargo and some agricultural and forest products.

Finally, the region includes several air transport facilities. Most notably, Sacramento International Airport is served by 12 passenger carriers and numerous cargo carriers. Major expansions of the

terminals and parking facilities were completed between 2004 and 2012. In 2017, 10.9 million passengers traveled through Sacramento International Airport; 12.05 million passengers traveled during 2018 and 13.17 million passengers traveled in 2019. The region is also served by Sacramento Executive Airport, Lincoln Regional Airport, McClellan Airfield, Mather Airport (the latter two being former Air Force Bases) and several smaller airports and airfields.

Recreation & Culture

The Sacramento region offers innumerable recreational and cultural opportunities. The American River Parkway offers 5,000 acres of recreation area along both sides of the river for 30 miles, with Folsom Lake situated at the eastern end. The Sacramento-San Joaquin Delta has over 1,000 miles of waterways. The rivers and lakes within the Sacramento Area offer boating, fishing and water-skiing opportunities. In addition, numerous parks and golf courses are located throughout the region. Professional sports teams in Sacramento include an NBA team (the Sacramento Kings) and a Triple-A minor league baseball team (the River Cats).

Cultural attractions in the region include the Old Sacramento Historic District, California State Railroad Museum, Crocker Art Museum, Historic Governor's Mansion, Sutter's Fort State Historic Park and Sacramento Zoo. Sacramento is home to several theaters and performing arts centers offering world-class shows. Annual events in Sacramento include the California State Fair and the Music Circus.

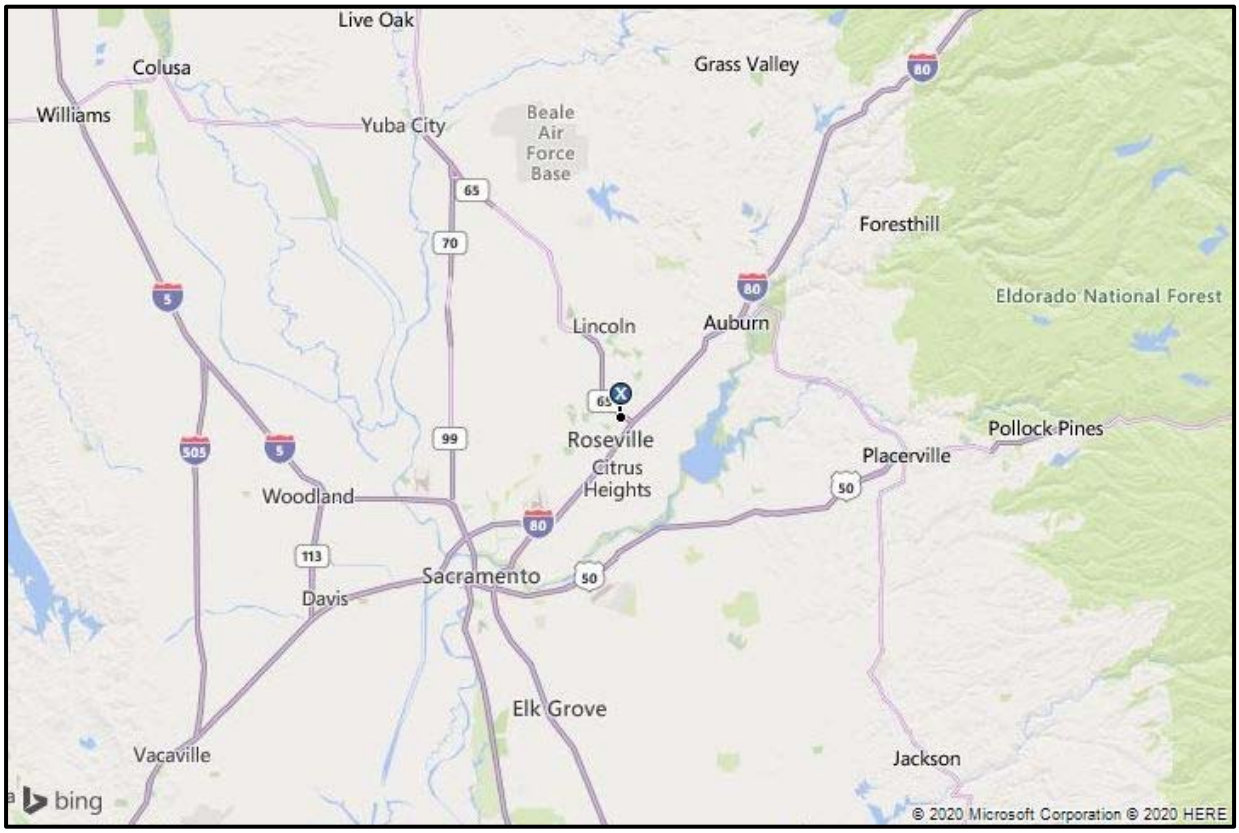
In terms of higher education, the region's largest universities are the University of California Davis and California State University, Sacramento. Six community colleges are located in the region, including Sierra College, American River, Cosumnes River, Folsom Lake, Sacramento City and Woodland Community College. Several private colleges are located in the area, as well as satellite campuses of colleges headquartered elsewhere. The region also contains numerous vocational schools.

Other recreational and cultural opportunities are available within a short drive of the Sacramento area. To the west are the San Francisco Bay Area, the Napa Valley wine country, the coastal redwood forests, and the beaches of the Pacific Ocean. To the east are Lake Tahoe and the Sierra Nevada Mountains, which are home to more than a dozen snow-skiing resorts. Legalized casino gambling is available in Nevada, as well as several tribal casinos in the Sacramento region.

Conclusion

The Sacramento region is the fifth-largest metropolitan area in California and has seen moderate population growth of about 1.2% per year over the past five years. The area's advantages include a diverse economy, mild climate, seismic stability, ample recreational and cultural opportunities, and expansive transportation systems. Further, the region offers greater affordability compared to the Bay Area and Southern California. Although employment conditions have been improving since 2011 and most real estate sectors have been showing signs of expansion, the near-term outlook is uncertain as a result of the COVID-19 pandemic. A better understanding of the potential impacts will be gained as economic policies aimed at financial relief and resuming business operations are implemented. The historical stability of the local economy and emergence from past recessions bodes well for the long-term outlook for the region.

Area Map


Live Oak
Colusa
Williams
Yuba City
Beale Air Force Base
Grass Valley
Foresthill
Eldorado National Forest
Lincoln
Auburn
Roseville
Citrus Heights
Pollock Pines
Placerville
Woodland
Sacramento
Davis
Elk Grove
Vacaville
Jackson
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Surrounding Area Analysis

Location

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located within the city of Roseville. The neighborhood boundaries can generally be described as State Highway 65 to the north, Interstate 80 to the east, Atlantic Street to the south, and Washington Boulevard to the west.

Access and Linkages

The property has good access to major thoroughfares in the subject's neighborhood. The subject is located just west of Galleria Boulevard, which provides immediate access to Highway 65 to the north. Just south of the subject, Roseville Parkway is a major six lane neighborhood thoroughfare which provides access to West Roseville, Central Roseville, and East Roseville, as well as the community of Granite Bay. To the north, Highway 65 provides access to Interstate 80, both of which serve as the major highway corridors in the subject's neighborhood. Highway 65 provides access to Lincoln, Wheatland, and Yuba City. Interstate 80 is a primary east-west corridor in the Sacramento Metropolitan Area. To the east, Interstate 80 provides access to the outlying portions of Placer County and continues toward Lake Tahoe, and Reno, Nevada. To the west, the freeway connects the subject neighborhood to Sacramento's Central Business District and continues toward Davis and Fairfield before terminating in San Francisco.

The subject property is visible from Highway 65, as the northern portion of the site is adjacent to the highway; the subject is located approximately 1.5 miles from the nearest interchange. In addition, the nearest Interstate 80 interchange is approximately 2.2 miles southeast of the subject.

Roseville Transit provides public transportation for the area, which features fixed bus routes, commuter services and ride sharing minivans. Free transfers are also provided for the Placer County Transit and Sacramento Regional Transit.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2020 Estimates	5-Minute Drive Time	10-Minute Drive Time	15-Minute Drive Time	Placer County
Population 2010	6,215	85,075	268,874	348,432
Population 2020	7,453	96,539	306,810	398,650
Population 2025	8,031	102,130	322,326	419,234
Compound % Change 2010-2020	1.8%	1.3%	1.3%	1.4%
Compound % Change 2020-2025	1.5%	1.1%	1.0%	1.0%
Households 2010	2,384	32,517	99,730	132,627
Households 2020	2,764	36,824	113,983	153,060
Households 2025	2,948	38,936	119,875	161,485
Compound % Change 2010-2020	1.5%	1.3%	1.3%	1.4%
Compound % Change 2020-2025	1.3%	1.1%	1.0%	1.1%
Median Household Income 2020	$90,906	$85,383	$85,940	$88,748
Average Household Size	2.7	2.6	2.7	2.6
College Graduate %	46%	38%	35%	38%
Median Age	37	39	40	43
Owner Occupied %	55%	58%	67%	71%
Renter Occupied %	45%	42%	33%	29%
Median Owner Occupied Housing Value	$506,093	$491,909	$477,983	$557,525
Median Year Structure Built	2001	1997	1993	1994
Average Travel Time to Work in Minutes	26	27	29	30

Source: Environics Analytics

As shown above, the current population within a 10-minute drive time of the subject is 96,539, and the average household size is 2.6. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to Placer County overall, the population within a 10-minute drive time is projected to grow at a similar rate.

Median household income is $85,383, which is lower than the household income for Placer County. Residents within a 10-minute drive time have a similar level of educational attainment to those of Placer County, while median owner occupied home values are considerably lower.

The subject property is centrally located amongst significant commercial and residential developments in the Roseville and Rocklin areas. Specifically, the subject is located along Conference Center Drive, north of Roseville Parkway, and immediately west of the Roseville Galleria mall.

The Galleria opened in August 2000 and was the first regional mall built in the Sacramento area in the previous 25 years. This 1.6 million square foot regional shopping mall has spurred mass development of both residential and retail projects in the Roseville/Rocklin area. The immediate area in and around the Galleria provides a benchmark for the upper end of retail lease rates in the Roseville/Rocklin area. Notable tenants at the Galleria include Nordstrom's, Macy's, Gap, and JC Penny, and other major retailers in the surrounding area include Best Buy, Bed Bath and Beyond, Barnes & Noble, and Old Navy. In addition, there are a myriad of restaurants within large-scale retail centers adjacent to the Galleria, including the Creekside Town Center, The Ridge at Creekside, and Creekside Plaza (formerly known as Tuscany Village).

The Fountains, an open-air lifestyle center, is situated on nearly 30 acres of land and offers numerous upscale retail stores, restaurants, office spaces, and entertainment venues. The center has been well received since opening and has plans for expansion. The recent developments surrounding the subject have been commercial and retail related.

Construction of the 130,000 square foot VillaSport Athletic Club was completed within the past year on the 7.5-acre parcel of land adjacent to the subject to the west. Amenities within the athletic club include indoor and outdoor pools, a fitness center, a hardwood basketball court, a spa, indoor and outdoor cafes, and locker rooms. In addition, just south of the subject along Conference Center Drive, a 151-room Hyatt Place opened in February 2020.

Office development in the immediate area resides to the northwest of the subject property, adjacent to Highway 65. Additional significant office development is located along Douglas Boulevard, southeast of the subject property.

The north portion of the subject site is adjacent to Highway 65, with visibility from the highway; however, Highway 65/Galleria Boulevard interchange is approximately 1.5 miles from the subject property. Just north of Highway 65 is another concentration of retail use; all four corners of Five Star Boulevard and Stanford Ranch Road feature retail development. At the northwest corner of Stanford Ranch Road and Five Star Boulevard, is a shopping center with tenants such as Rubio's, Dick's Sporting Goods, Ross, and McDonald's. Adjacent to this center is Stanford Ranch Shopping Center, which includes Costco, Joann Fabrics, and the Home Depot. There is also additional retail development to the northwest along Fairway Drive, traveling through Roseville towards Pleasant Grove Boulevard. Major tenants along Fairway Drive include Lowe's, WinCo, Nugget Market, Kohl's and Target.

Community Uses

The subject neighborhood is served by several community uses typical of a suburban residential area, including schools, parks, religious facilities, libraries, hospitals, and open space. In addition, there are numerous golf courses in the immediate area of the subject. The neighborhood is serviced by two emergency care facilities: Kaiser Permanente Hospital, north of Douglas Boulevard between Rocky Ridge Drive and Eureka Road, and Sutter Roseville Medical Center, at the terminus of N. Sunrise Avenue. Some of the schools in the subject's neighborhood include Antelope Creek Elementary, Sierra Christian Academy Elementary, and Thomas Jefferson Elementary. The subject's neighborhood is also serviced by the nearby high schools of Roseville High School, Rocklin High School, and Whitney High School, as well as by two colleges, Sierra Community College and William Jessup University.

Outlook and Conclusions

In summary, the subject is located in a suburban area of the Sacramento region that has experienced strong growth during the past expansionary period. The subject benefits from several positive factors, including good access to State Highway 65, Interstate 80, and neighborhood thoroughfares, as well as its location within a well-developed, commercial-oriented area. The characteristics of the subject neighborhood relative to other locales in the region are desirable, and, prior to the outbreak of COVID-19, steady demand for retail and commercial development was projected to continue. While the pandemic has heavily impacted non-essential retailers in the near term, the overall commercial outlook for the subject neighborhood over the long term is positive.

Surrounding Area Map

Retail Market Analysis

It is noted this section of the report contains market information reported as of the end of the first quarter of 2020, largely prior to the recent events related to the worldwide COVID-19 outbreak. In light of the fact we are in the early stages of fighting this pandemic, there is very little market data available that would allow us to accurately quantify either the short- or long-term impact on the commercial real estate market. Healthcare and economic responses to this crisis are still unfolding and changing daily. Integra Realty Resources is monitoring these responses and is committed to keeping our clients and the intended users of our appraisals as informed and up-to-date as possible. Please refer to the *COVID-19 Impact on Current Valuation* section presented following this market analysis section of the report.

The retail market in Sacramento has been on a path of stabilization over the past few years. Vacancy has been trending consistently downward since the first quarter of 2010, except for a couple of small increases in individual quarters, and the first quarter 2020 closed out at a rate of 6.2%, a decline over the previous quarter and the previous year. New construction in the region has increased over the past 2-3 years as economic conditions have improved, but has comprised predominantly build-to-suit projects or have been pre-leased. Net absorption has been positive in all but a few quarters over the past several years and asking rents have been trending upward.

The increase in e-commerce continues to have an impact on brick-and-mortar projects, resulting in a shift in demand towards more experience-based uses. Much of the recent activity in the market is a result of this shift, as there has been an expansion into the Sacramento market of service-oriented retailers – food service, fitness clubs and personal service businesses. There has also been an increase in the activity of discount and grocery stores, with several grocery-anchored centers under construction or early development stages. Finally, creative mixed-use concepts are gaining in popularity, particularly among young consumers.

It is noted the figures in this overview are primarily based on quarterly surveys published by commercial real estate firm CBRE for retail buildings 20,000 square feet and larger, excluding regional malls. Market conditions may not be similar for smaller retail properties. In fact, many brokers have indicated market conditions are typically not as strong for smaller, unanchored properties. Anchored centers are generally more likely to maintain stabilized occupancy levels compared to unanchored centers.

Economic Overview

The year 2019 was one of sustained economic growth in the United States, continuing into the first part of 2020, until the coronavirus outbreak and the subsequent policies and mandates enacted in an effort to prevent the spread.

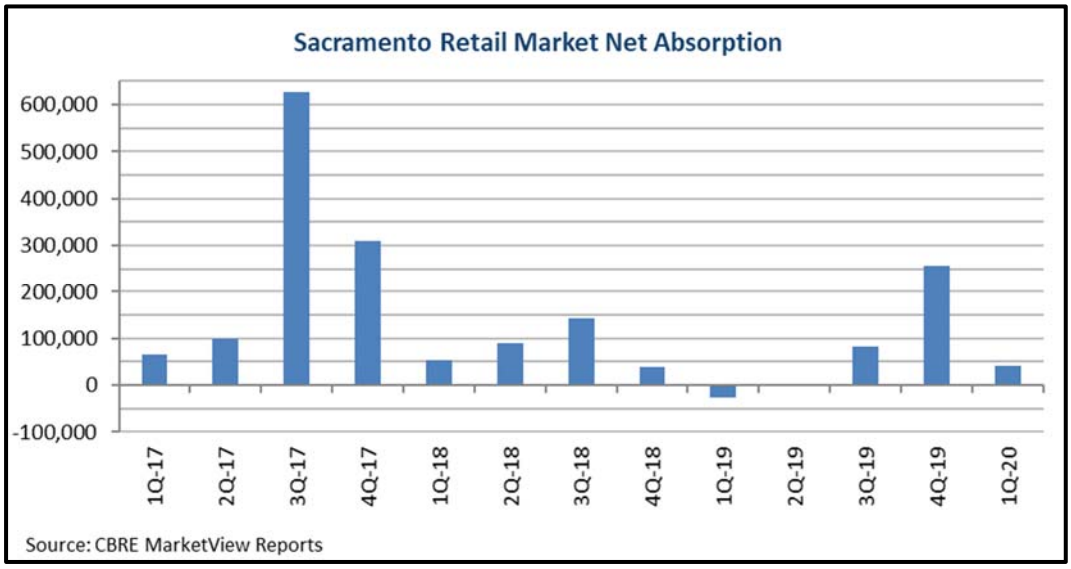
The California Employment Development Department reports that as of the first quarter 2020, annual job growth was 1.1%, with 11,600 new jobs added to the region over the past 12 months. The unemployment rate increased 70 basis points year-over-year. Wages and household income had been trending upward, and consumer confidence had likewise remained elevated compared to historical levels.

In the Sacramento-Roseville-Arden/Arcade MSA (El Dorado, Placer, Sacramento and Yolo Counties), unemployment was 4.7% as of March 2020, up from 4.0% a year prior. This compares to the unemployment rate of 5.6% for California and 4.5% for the nation.

The economic disruption from the coronavirus outbreak has already resulted in job losses and furloughs in the hospitality, restaurant, arts, entertainment, and recreation sectors, with more expected in the second quarter 2020.

Absorption & Vacancy

The following highlights the region's net absorption over the past few years.



The Sacramento retail market has experienced a significant range of highs and lows over the last economic cycle. The retail market was very strong in the year 2007 with about 3 million square feet of positive net absorption. In 2008, net absorption was still positive but dropped significantly to about 600,000 square feet. The region's net absorption was negative for the year 2009, with various real estate service firms estimating over 1 million square feet of negative net absorption. The annual net absorption turned positive in 2010 with about 170,000 square feet. During the four-year period of years 2011 through 2014, annual net absorption was fairly consistent, exhibiting between 530,000 and 600,000 square feet per year. Net absorption increased in the year 2015 to about 930,000 square feet. Most of this activity was due to big box leasing. During 2016, the region experienced net absorption of 217,311 square feet. In the first half of the year, leasing activity was strong among smaller tenants, but the overall market was impacted by the closing of five larger stores, including two Save Mart stores, two Sport Chalet locations and a clothing store. In the second half of the year, several larger leases were executed, which helped close the year with positive net absorption despite the closing of several Sports Authority stores. In 2017, the region experienced an annual net absorption of 1,099,674 square feet. The significant increase over the previous year was due primarily to completions of new retail projects. Most notably, the Delta Shores project contributed over 500,000 square feet of new retail space during 2017.

The year 2018 saw more vacancies of big box tenants, including Safeway and Big Lots in the West Capitol Plaza, West Sacramento; and Walmart and Sam's Club in the Country Club Centre (Arden/Howe/Watt submarket). In addition, Sears announced the closure of two stores in the Sacramento Region – Roseville Galleria and Sunrise Mall locations – and Toys R Us / Babies R Us announced the insolvency of its business, ultimately resulting in ten store closures in the region.

The first half of 2019 showed negative net absorption of 25,287 square feet in the first quarter and low net absorption of 3,356 square feet the second quarter. During the third quarter 2019, the market had net absorption of 81,340 square feet, with most leasing activity involving grocery store and discount concept tenants. The fourth quarter continued to show strong activity, with 257,140 square feet absorbed.

The first quarter 2020 recorded positive net absorption of 40,486 square feet, due in large to the delivery of a Floor & Décor store in the Delta Shores center in Elk Grove/Laguna.

CBRE reports that on a net basis, more retail stores are opening than are closing. Some of this stems from creativity and change occurring in the retail sector in the current market. Tenant demand is strong for restaurants, fitness facilities and experience-based destinations. For example, plans for the closing Sears store in the Westfield Galleria mall are for a mixed-use project to include a Cinemark movie theatre, restaurants, arcade games and bowling alley.

The following summarizes some of the significant leases in the first quarter 2020.

- That's Cheap leased 24,895 SF at the Country Club Plaza, Sacramento;
- Ross Dress for Less leased 23,560 SF in the Laguna Crossroads center, Elk Grove;
- Dollar Tree leased 17,268 SF at 1420 Meadowview Road, South Sacramento;
- Five Below leased 10,800 SF at the Promenade at Sacramento Gateway, Natomas;
- Shagun Banquet Hall leased 10,060 SF on Watt Avenue in North Highlands;

Some notable sale transactions in the first quarter 2020 include:

- The Crossing at Tahoe Valley, at 2014-2062 Lake Tahoe Blvd in South Lake Tahoe (46,041 SF) sold for $14,800,000, equating to $321 per sf, with a capitalization rate of 5.8%
- Nissan of Sacramento at 2820 Auburn Blvd (46,405 SF) sold for $11,143,000, or $240 per sf
- Lexus of Roseville at 300 Automall Drive (35,217 SF) sold for $8,270,000 ($235 per sf)

The average retail vacancy in the Sacramento area has been on a downward trend since 2010 when overall vacancy was near 14%. The following chart summarizes the recent history of retail vacancy in the Sacramento region.

The first quarter posted an overall vacancy of 6.2%, down 10 basis points from the previous quarter and down 130 basis points from the previous year. The third quarter of 2018 was the first time in ten years that vacancy had slipped below 8%. Vacant space remains scarce in prime submarkets as tenants focus their demand there, while less desirable submarkets are finding it difficult to sustain demand.

The table on the following page summarizes vacancy rates and net absorption by submarket.

Sacramento Retail Market Summary

Submarket	Total SF (millions)	Vacancy 1Q 2020	Net Absorption 1Q 2020	Net Absorption YTD
Arden/Watt/Howe	3.70	8.4%	5,642	5,642
Auburn/Loomis	1.15	4.4%	600	600
Carmichael	1.35	14.2%	(6,784)	(6,784)
Citrus Heights/Fair Oaks	4.45	9.1%	3,945	3,945
Folsom/El Dorado Hills	5.17	6.1%	14,648	14,648
Greenhaven/Pocket	.43	7.3%	0	0
Hwy 50/Rancho Cordova	2.93	9.8%	(2,616)	(2,616)
Laguna/Elk Grove	6.13	3.2%	49,716	49,716
Lincoln	1.17	2.4%	0	0
North Highlands	2.60	2.8%	8,813	8,813
North Natomas	2.44	3.8%	(5,564)	(5,564)
Rocklin	2.58	5.9%	653	653
Roseville	6.31	5.6%	(22,504)	(22,504)
South Natomas	.62	8.9%	(1,199)	(1,199)
South Sacramento	4.60	6.6%	(2,707)	(2,707)
West Sacramento/Davis	2.64	5.7%	(2,157)	(2,157)
Total	48.29	6.2%	40,486	40,486

Source: CBRE MarketView Reports

According to the data presented, the Laguna/Elk Grove submarket posted the highest level of net absorption, with a total of 49,716 square feet absorbed. Half of the submarkets had positive net absorption and the overall absorption for the quarter was positive. Vacancy rates ranged from a low

of 2.4% and 2.8% in the Lincoln and North Highlands submarkets, respectively, to a high of 14.2% in the Carmichael submarket, with an overall market average of 6.2%.

Rental Rates

This section discusses average asking rental rates. The reader should note these rates provide only a snapshot of activity at a specific point in time, which is influenced by the quality and quantity of space available at that time. Guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

According to CBRE, the average asking rental rate for retail space in the Sacramento region was $1.73 psf/month, triple net in the first quarter of 2020. This average was up $0.01 psf/month from the previous quarter and up $0.15 psf/month year-over-year. The market is experiencing a widening gap between asking rates in newly constructed centers in desirable submarkets and obsolete centers in secondary locations, resulting in an offsetting effect on the average, but a larger range. Many of the retail projects under construction are pre-leased or build-to-suit, with only minimal new speculative construction projected to deliver in the near term.

New Construction

Construction activity was limited in the region during the period of roughly 2008-2013 as a result of declining market conditions; however, new construction has increased in the region since 2014 as feasibility has improved. In the year 2014, new completions totaled about 390,000 square feet. In 2015, completions totaled about 370,000 square feet and included a 120,000 square foot Lifetime Fitness athletic club in Roseville, two buildings in the Rocklin Crossings shopping center (one of which is occupied by Bass Pro Shops), and a big box store in South Sacramento. The only completion in the first quarter of 2016 was an Applebee's restaurant in Rocklin. In the second quarter of 2016, there were two completions totaling about 34,000 square feet, including a Nordstrom Rack expansion in Folsom and three shop buildings in the Rocklin Crossing center in Rocklin. In the third quarter of 2016, completions totaled about 49,000 square feet – a Home Goods store in the Arden/Watt/Howe submarket and a Smart & Final store in Citrus Heights. Over 254,000 square feet was completed in the fourth quarter, including a Lifetime fitness center in Folsom; and a Raley's grocery store, Nordstrom Rack and Cinemark Theater in the Arden/Watt/Howe submarket. In Downtown Sacramento, the new Golden 1 Center arena was completed in 2016 for the Sacramento Kings NBA basketball team, as well as for various concerts and other events. Several restaurants and shops have since opened around the new arena.

In 2017, new construction was concentrated primarily within Delta Shores, an approximate 740,000 square foot retail center located in the South Sacramento submarket adjacent to Interstate 5. Wal-Mart Supercenter opened a 300,000 square feet store there in the fourth quarter, joining the already existing Dick's Sporting Goods, Hobby Lobby, Ross, ULTA, Old Navy, and PetSmart. RC Willey (170,000 square feet) and Regal Cinemas (14 screens) opened during the first quarter 2018.

Additional new deliveries in 2018 included a 29,296 square foot Sprouts Farmers Market in Natomas; the TJ Maxx building within the Rocklin Commons expansion (21,000 square feet); the HomeGoods store (21,000 square feet), also part of the Rocklin Commons expansion; a 12,000 square foot building at 8851 Calvine Road; and a new grocery store concept from Raley's called Market 5 – ONE 5 was

completed at 915 R street in Midtown. Significant deliveries in the latter half of 2018 included a 150,000 square foot Costco store in Elk Grove; a 15,450 square foot Grocery Outlet; a 9,112 square foot Cracker Barrel restaurant in the Arden/Watt/Howe submarket; and two buildings within the Vineyard at Madeira center in Elk Grove.

In the Downtown submarket, the most significant recent developments have been Ice Blocks and Downtown Commons (DOCO), which contributed to the positive net throughout 2018.

Ice Blocks is a mixed-use development in the historic R Street Corridor in Midtown featuring three city blocks of ground floor retail with boutiques, cafes and restaurants, as well as office space and 142 loft-style apartment units. The last of the three blocks was delivered in the fourth quarter 2017, with West Elm leasing the largest 10,992 square foot space and subsequently opened in August 2018.

Downtown Commons (DOCO) is a 630,000-square foot lifestyle center anchored by Macy's, Cinemark, 24 Hour Fitness and Urban Outfitters. The Sawyer Hotel mixed-use development, located in the DOCO project, delivered 53,000 SF of retail/restaurant space at the end of 2017. In addition to the larger anchor tenants, there are a variety of restaurants and boutiques that have opened since completion. The final phase of the retail space was completed in the fourth quarter 2018.

The following table highlights some of the more significant retail projects recently completed and under construction in the region as of first quarter 2020. In addition to these, there are various small retail projects under construction of 8,000 square feet or less.

Retail Projects New Construction

Project	Submarket	Size (SF)	Status
Crocker Village Shopping Center	South Sacramento	110,145	Delivered Q1 and Q2 2019
291 Conference Center Dr / VillaSport	Roseville	130,000	Delivered Q2 2019
Fair Oaks Promenade / 5442 Hazel Ave	Orangevale	11,000	Delivered Q2 2019
The Hardin /700-730 K Street	Downtown	72,000	Delivered Q2 and Q3 2019
Washington Blvd /Freedom Point Plaza (4 Bldgs)	Roseville	23,880	Partially delivered Q4 2019
4660-4800 Sierra College / Cracker Barrel	Roseville	10,000	Delivered Q4 2019
The Ridge - Phase I / SEC Elk Grove Blvd & Bruceville Rd	Elk Grove	141,616	Delivered Q4 2019
824 Sutter Street / Roadhouse Restaurant	Folsom	10,072	Delivered Q1 2020
Floor & Décor / Delta Shores	Elk Grove / Laguna	74,400	Delivered Q1 2020
Raley's / Freeport Blvd	South Sacramento	55,000	Under Construction / Delivery Q2 2020
Sienna Ridge	El Dorado Hills	71,004	Under Construction / Delivery Q2 2020
Washington Blvd /Freedom Point Plaza (Bldg B)	Roseville	5,100	Under Construction / Delivery Q2 2020
8423 Elk Grove Blvd (Bldgs A and B)	Elk Grove	13,313	Under Construction / Delivery Q2 2020
Living Spaces / 1851 Freedom Way	Roseville	108,500	Under Construction / Delivery Q2 2020
The Park / Freeport Blvd	South Sacramento	103,165	Under Construction / Delivery Q2 2020
Pacific Plaza - West Building / 304 Washington Blvd	Roseville	40,000	Under Construction / Delivery Q4 2020

Source: CBRE; CoStar; Kidder Mathews, Colliers International Research and Forecast Report

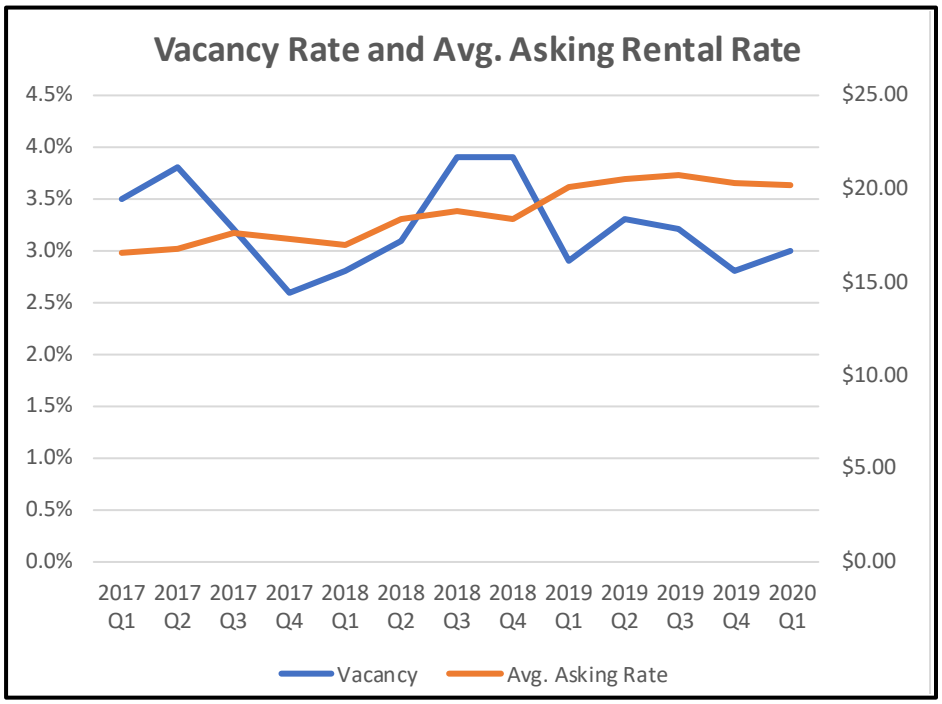
Retail Submarket Analysis - Roseville

The subject property is located within the city of Roseville, Placer County, California. We have utilized CoStar Property Analytics, a commercial real estate information service, to obtain information relating to retail properties within the subject's market area.

Our search parameters included retail buildings within the city of Roseville. The results of our query can be seen in the following table.

Quarter	Inventory Bldgs.	Total RBA (SF)	Vacancy (SF)	Vacancy %	Total Net Absorption	Deliveries (# of Bldgs.)	Deliveries SF	Bldgs. Under Construction	SF Under Construction	Average Asking Rent/yr. (NNN)
2020 Q1	642	10,742,242	323,184	3.0%	(21,591)	0	0	3	153,600	$20.19
2019 Q4	642	10,742,242	301,593	2.8%	44,300	1	7,800	3	153,600	$20.32
2019 Q3	643	10,746,142	349,793	3.2%	151,294	5	153,880	4	161,400	$20.67
2019 Q2	638	10,592,262	347,207	3.3%	(40,023)	0	0	7	166,780	$20.48
2019 Q1	638	10,592,262	307,184	2.9%	86,776	0	0	7	166,780	$20.03
2018 Q4	639	10,608,053	409,751	3.9%	26,651	1	28,160	2	137,800	$18.37
2018 Q3	638	10,579,893	408,242	3.9%	(82,210)	0	0	3	165,960	$18.82
2018 Q2	638	10,579,893	326,032	3.1%	(25,816)	0	0	3	165,960	$18.40
2018 Q1	638	10,579,893	300,216	2.8%	(21,456)	0	0	0	0	$16.97
2017 Q4	638	10,579,893	278,760	2.6%	82,636	2	12,620	0	0	$17.26
2017 Q3	636	10,567,273	348,776	3.2%	57,435	0	0	2	12,620	$17.64
2017 Q2	636	10,567,273	406,211	3.8%	(30,860)	0	0	2	12,620	$16.81
2017 Q1	636	10,567,273	375,351	3.5%	102,496	0	0	0	0	$16.51

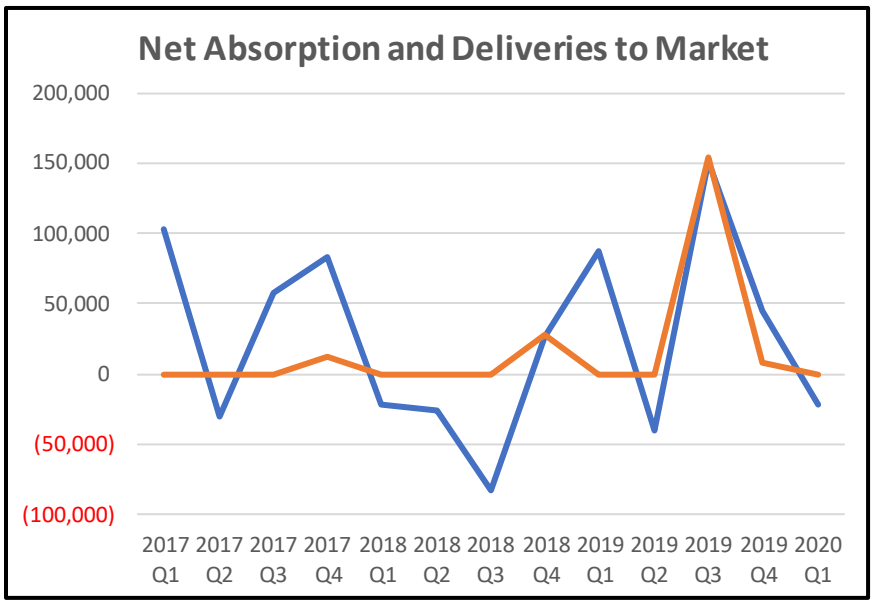
As can be seen in the chart above, this search revealed 642 properties containing a total gross leasable area of 10,742,242 square feet, of which there was 323,184 square feet of vacant space as of the first quarter of 2020. The implied vacancy rate is 3.0%. The graph below represents the change in vacancy and average asking rental rates, over the surveyed period.



As illustrated above, vacancy has decreased over the surveyed period. Conversely, the asking rental rate has increased during the same period. It should be noted, average asking rental rates are representative of the properties that are actively listed for rent during each quarter and are not necessarily indicative of average market rent in the subject's area.

Absorption and New Construction

Absorption and deliveries to market (new construction) were also examined using CoStar Property Analytics with the same parameters previously discussed. As can be seen in the graph below, overall absorption has been positive in the subject's market with 329,632 square feet of positive net absorption. Additionally, there have been nine new deliveries over the surveyed period totaling 202,460 square feet of gross leasable area.

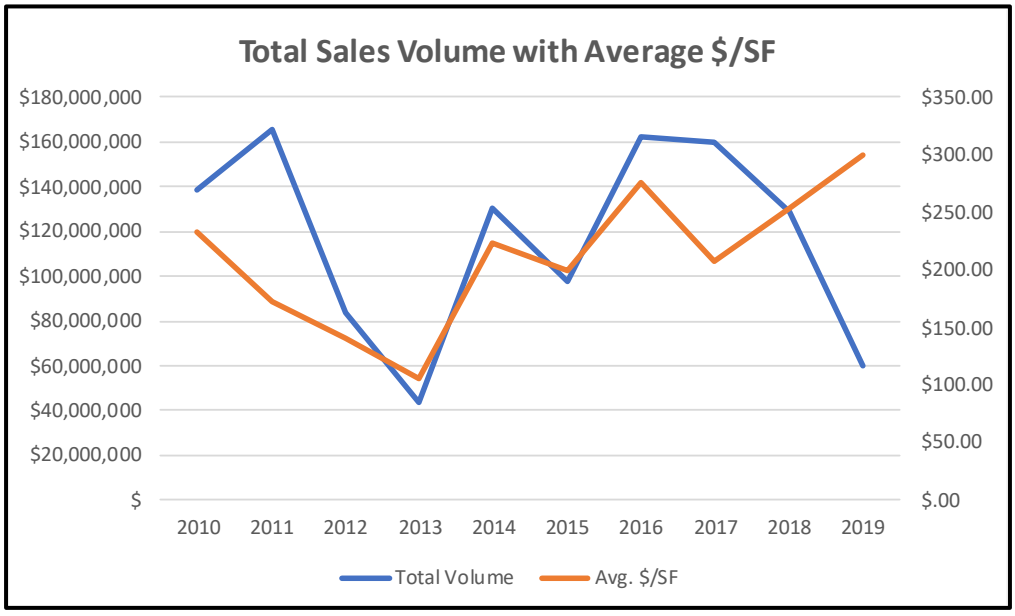


Sales Analysis

To further analyze the subject's market, we surveyed sales of retail properties within a five-mile radius. Our search revealed properties totaling 28,737,805 square feet of gross leasable area. Additional information revealed during our search can be seen in the table below:

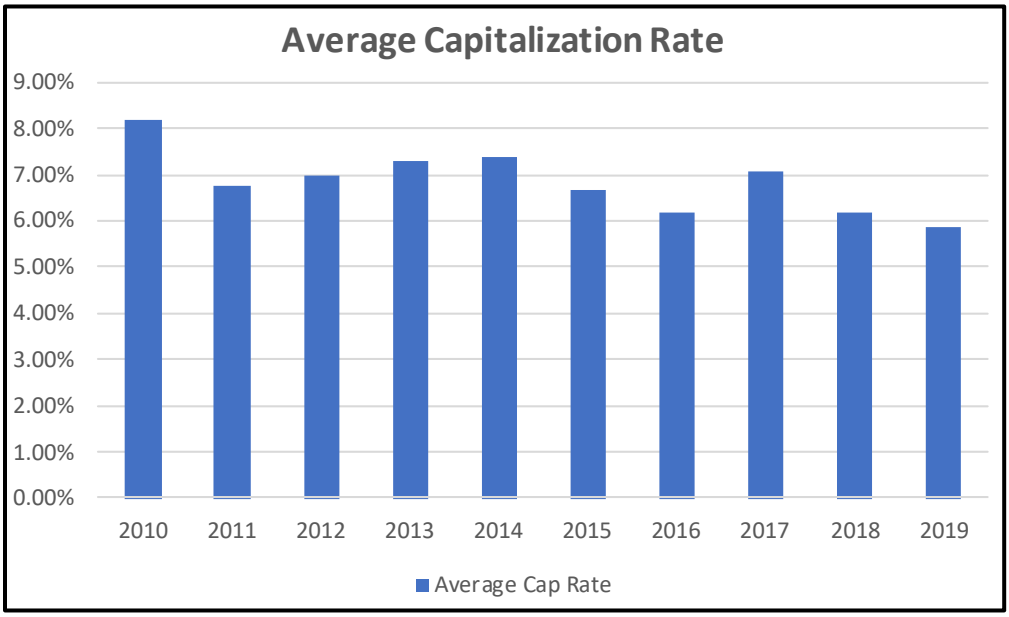
Year	Sales Volume	Total SF Sold	Avg. Building Size	Avg. $ Per SF Sold	Median $ Per SF Sold	Average Cap Rate	Median Cap Rate
2019	$59,714,636	240,348	6,009	$299.69	$257.13	5.90%	5.80%
2018	$129,130,601	1,742,516	20,994	$254.12	$250.50	6.20%	6.10%
2017	$159,655,499	1,074,817	14,928	$208.13	$232.84	7.10%	6.70%
2016	$161,972,433	858,743	10,346	$276.26	$261.67	6.20%	6.00%
2015	$97,293,354	925,606	15,959	$199.78	$251.75	6.70%	6.20%
2014	$130,142,361	850,320	15,747	$222.85	$199.19	7.40%	7.00%
2013	$43,581,488	685,239	15,228	$105.78	$123.72	7.30%	7.70%
2012	$83,989,650	762,961	13,872	$140.48	$157.00	7.00%	6.40%
2011	$165,458,066	1,077,743	15,849	$172.06	$168.63	6.80%	7.00%
2010	$138,623,572	652,975	15,926	$232.67	$257.74	8.20%	7.60%

Sales volume was highest during 2011 with transactions totaling $165,458,066 of retail volume. Conversely, the lowest sales volume per year occurred during 2013 totaling $43,581,488. A graph illustrating the sales volume and average price per square foot over the past 10 years can be below.



Capitalization Rates

Capitalization rates were also examined in this survey. From the beginning of the surveyed period to the most recently concluded year, the average overall rate has decreased. The year with the lowest average capitalization rate was 2019 with a rate of 5.9%. A chart further illustrating the average capitalization rates over the surveyed period can be seen in the graph below.



Looking Ahead

Based on market trends and conditions as of the end of 2019 and into the first part of 2020, the Sacramento retail market was characterized by scarce availability and strong demand for the best quality projects in prime submarkets, whereas many older centers, some with functional issues, continued to struggle, having never fully recovered from the recession.

While underlying economic factors were in place for sustained recovery in the regional retail market, the COVID-19 pandemic has significantly disrupted the economy, bringing an end to what had been the longest economic expansion in U.S. history. As of the effective date of this appraisal, the counties that make up the Sacramento MSA have issued public health Stay-At-Home Orders, coupled with a statewide order issued by the governor on March 19th which direct residents to stay at home except to perform essential activities necessary for the health and safety of individuals and their families. The statewide order is in place indefinitely. These unprecedented measures undertaken to prevent the spread and reduce the impact of the virus have left just "essential" businesses open. This will especially impact the retail industry, in which a majority of businesses rely on foot traffic.

The following excerpt from market research reports published by Costar summarizes how the market is viewing the current COVID-19 pandemic.

> “Given the current lack of pertinent economic data points as the crises unfolds, analysis of the virus's longer-term ramifications, specific to the commercial real estate market, are difficult to know. Near term economic figures will likely decline sharply, with long term effects on businesses, unemployment, and wage growth likely dependent on the length of the crisis. The depth and breadth of the current coronavirus outbreak will depend on both the healthcare response, as well as the economic and fiscal policy responses. Those responses are still unfolding, with several levels of economic stimulus looking to protect those being most affected by the virus.”

While the near-term outlook for the Sacramento retail market is uncertain, economic and market fundamentals in place prior to the recent events surrounding COVID-19 position the market for stability over the long term.

Office Market Analysis

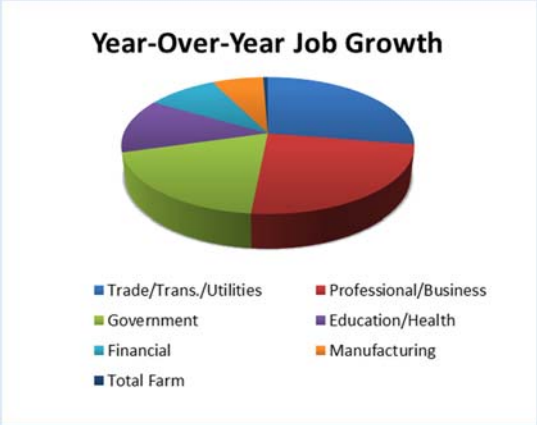
It is noted this section of the report contains market information reported as of the end of the first quarter of 2020, largely prior to the recent events related to the worldwide COVID-19 outbreak. In light of the fact we are in the early stages of fighting this pandemic, there is very little market data available that would allow us to accurately quantify either the short- or long-term impact on the commercial real estate market. Healthcare and economic responses to this crisis are still unfolding and changing daily. Integra Realty Resources is monitoring these responses and is committed to keeping our clients and the intended users of our appraisals as informed and up-to-date as possible. Please refer to the *COVID-19 Impact on Current Valuation* section presented following this market analysis section of the report.

The Sacramento office market continued to show favorable market conditions through 2019 and into the first part of 2020, continuing the steady improvement experienced over the past eight years. The new year started with 221,000 square feet of net absorption and healthy leasing activity. The region's vacancy rate has been declining, with some moderation over the past six quarters. The average asking lease rate continued to increase, closing out the first quarter at just over $2.00 per square foot/month (full-service). Local market research reports indicate that first quarter data does not reflect the full impact of COVID-19 as the disruption to the economy only took effect in March, and that second quarter data will likely reflect a significant slowdown in activity.

The statistics noted above and those presented throughout this analysis are extracted primarily from surveys published by CBRE for office buildings 10,000 square feet or larger, excluding government-owned, medical office buildings and owner-user buildings.

The State of California represents the largest user of office space in the Sacramento region. Although the State is often looking for new office space for its various departments, it is uncertain how their space needs may change over the coming years. The State also typically has lease cancellation rights in its standard lease agreements. Sacramento County is another major office tenant. According to CBRE, government leases accounted for about 34% of the region's top 25 leases as of the first quarter 2020.

Employment



The local economy and employment conditions in the region remained healthy through much of the first quarter. According to the latest data from the California Employment Development Department (EDD), total jobs in the Sacramento-Roseville-Arden/Arcade Metropolitan Statistical Area (Sacramento MSA) increased 1.1% year-over-year as of March 2020, with 11,600 new jobs added. The largest job growth sectors were Trade/Transportation/Utilities, which includes retail trade, (4,500 jobs); Professional/Business Services (3,900 jobs); Government (3,100 jobs); Education/Health Services (2,100 jobs); Financial Services (1,500 jobs); and Manufacturing (1,100 jobs). The Construction and Mining/Logging industries saw no change; while Information, Other

Services and Leisure/Hospitality had a loss of 500 jobs, 500 jobs and 3,700 jobs respectively, year-over-year. The unemployment rate in the Sacramento MSA was 4.7% in March 2020, up from 4.0% the previous year. By comparison, the unemployment rates for California and the U.S. were 5.6% and 4.5%, respectively, for the same period.

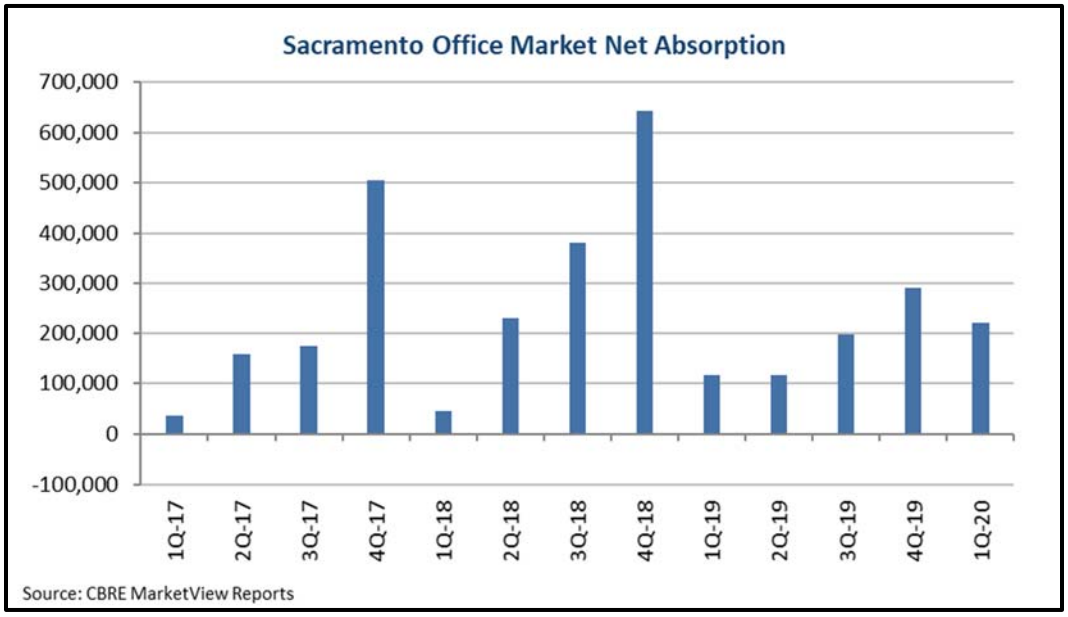
Vacancy and Absorption

Vacancy and net absorption trends in the region exhibit the continued recovery that has been experienced in the office market after the steep downturn following the Great Recession of 2008/2009. Office vacancy has been on a steady, moderate decline for a number of years and is at its lowest point in over ten years. The following illustrates historical vacancy in the office market.

The following provides a look at the more recent vacancy trend, indicating a few quarters of relatively stable rates in 2017, with declines in the second half of 2018 and stability through 2019.

The first quarter 2020 closed out with an overall vacancy of 9.8%, down 20 basis points from the previous quarter and 90 basis points lower than a year ago.

Net absorption has likewise been positive for the past several years; the first quarter 2020 marks the 16th consecutive quarter of positive net absorption. Net absorption was over 1 million square feet in 2015, over 800,000 square feet in 2016, approximately 874,000 square feet in 2017, 1.3 million square feet in 2018 (the highest recorded in over a decade) and roughly 720,000 square feet in 2019. The first quarter 2020 started the year off with 221,237 square feet of the net absorption. The following highlights net absorption trends over the past three years.



The following table shows current vacancy and absorption data by submarket.

Sacramento Office Market Summary

Submarket	Total SF (millions)	Vacancy 1Q 2020	Net Absorption 1Q 2020	Net Absorption YTD
Midtown	2.02	7.7%	25,213	25,213
West Sacramento	1.24	2.5%	(7,812)	(7,812)
South Sacramento	1.33	12.1%	8,015	8,015
East Sacramento	.42	--	-	-
Howe Ave/Fulton Ave	1.81	15.6%	(17,721)	(17,721)
Natomas/Northgate	2.31	15.1%	(1,560)	(1,560)
Watt Ave/Auburn Blvd	1.29	22.5%	(1,471)	(1,471)
Highway 50 Corridor	11.84	10.9%	200,972	200,972
Carmichael/Fair Oaks	.34	13.4%	(4,796)	(4,796)
Citrus Heights/Orangevale	1.02	15.4%	(12,957)	(12,957)
Point West/Tribute	2.41	12.4%	18,510	18,510
Campus Commons	1.47	17.9%	4,644	4,644
Folsom	2.62	4.9%	21,007	21,007
Elk Grove/Galt	1.17	5.4%	5,913	5,913
Roseville/Rocklin	7.23	8.0%	7,173	7,173
South Natomas	3.21	9.9%	(40,016)	(40,016)
Downtown	10.15	6.5%	16,123	16,123
Total	51.87	9.8%	221,237	221,237

Source: CBRE MarketView Reports

The Highway 50 Corridor posted the highest net absorption level during the first quarter of 2020, with 200,972 square feet absorbed. West Sacramento has the lowest overall vacancy in the region at 2.5%. Most submarkets experienced positive net absorption; however, seven submarkets posted negative net absorption this quarter. The most significant negative absorption was in the South Natomas submarket with 40,016 square feet. Over half of the submarkets had average vacancy over 10%; the highest was in the Watt Avenue/Auburn Blvd submarket with overall vacancy of 22.5%.

Notable leases signed during the first quarter are highlighted below.

- UC Davis Health leased 194,150 square feet at 10850 White Rock Road and 68,000 square feet at 10888 White Rock Road, in the Highway 50 Corridor
- Covered California renewed a lease for 64,761 square feet at 10877 White Rock Road
- eHealth, Inc. renewed a lease for 63,202 square feet at 11919 Foundation Place, in the Highway 50 Corridor
- Magellan Health leased 55,366 square feet at 11000 White Rock Road
- Deloitte leased 38,111 square feet at 2329 Gateway Oaks Drive, South Natomas
- Sutter Health leased 20,000 square feet at 2951 Benefit Way, North Natomas
- Allworth Financial leased 19,945 square feet at 340 Palladio Parkway, Folsom

Rental Rates

This section discusses average asking rental rates. The reader should note these rates provide only a snapshot of activity at a specific point in time, which is influenced by the quality and quantity of space available at that time. Guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

According to CBRE surveys, asking rental rates for office space in the region generally trended downward from about mid-2008 through mid-2013 and have generally trended upward since 2014. Rates have been flat to slightly increasing for the past six quarters. As of the first quarter of 2020, the region's average asking rate was $2.01 psf/month (full service), up $0.02 psf/month from the previous quarter and up $0.04 psf/month year-over-year.

The average asking rate was $1.88 psf/month for the suburban submarkets, compared to $2.98 psf/month for the Downtown submarket. In terms of property classes, the average Class A rates in the first quarter increased $0.04 psf/month over the previous quarter to $2.41 psf/month (full service) while the average asking rate for Class B product remained unchanged from the previous quarter at $1.91 psf/month. The average rate for Class A product in the Downtown submarket was $3.48 psf/month, an 10.5% increase year-over-year.

New Construction

The Sacramento office has experienced significant recovery and the improving conditions have resulted in several large build-to-suit/owner-user projects in the last few years. The largest of these developments was the Adventist Health headquarters at 501 N. Sunrise Avenue in Roseville. This 242,000 SF project was delivered during the second quarter 2019 and brought Adventist's five South Placer County locations under one roof. Kaiser Permanente's new medical offices at 1001 Riverside

Avenue (194,000 SF) was completed in the fourth quarter 2019. Health services continues to be one of the primary sectors of employment growth and this sector has contributed the most to office absorption and new construction in the recent past.

Since the end of the Great Recession, the high cost of construction has limited the financial feasibility of large-scale speculative projects. Although vacancy rates are trending downward during this period of recovery, rental rates still have not reached a level to justify new construction in most submarkets.

The Ice Blocks project in the R Street corridor was completed in the second quarter of 2018, adding 138,850 square feet of new product to the market. Approximately 30,000 square feet of this is devoted to ground floor retail. This is the first significant speculative office completion in nearly a decade and was 90% leased within 12 months.

While there are several large-scale construction projects underway, there is only one significant speculative project in the pipeline. Construction began in the first quarter 2019 on a speculative 90,543 square foot office building at 2555 Natomas Park Drive, with expected delivery in the second quarter 2020. Also in South Natomas, a 60,000 square foot building was completed in the River Plaza Office Park during the second quarter 2019, which will be the headquarters for CA Farm Bureau Federation. Another project, the Big Horn Professional Center, is proposed for eight, “for-sale” medical, dental or office buildings. The first phase of five buildings broke ground in late 2018, with three buildings completed in the second quarter 2019.

In the Natomas/Northgate submarket, construction has begun for a corporate hub for Centene, a Fortune 100 company specializing in healthcare coverage and services. At build-out, the campus will feature five multi-story buildings up to 75 feet tall and a child-care center, totaling 1.25 million square feet. The first phase of two, four-story buildings of 255,900 square feet each is underway, with completion anticipated for second quarter 2020.

Two large Class A office projects that have been in the works in the Downtown market are still in a holding pattern. Development plans for the CalPERS site at 301 Capitol Mall halted in September 2019 when CalPERS ended its relationship with the CIM Group real estate development firm for the project. CalPERS subsequently awarded Hines to manage its Sacramento real estate partnerships, including the planned project at 301 Capitol Mall. Details regarding plans for the project or a timeline were not released. Regarding the second project, the proposal for Vanir Tower at 610 J Street was withdrawn in mid-2018 and a new mixed-use proposal was reportedly in the works.

The State’s proposed office building at 8th and O Street broke ground in the first quarter 2019, with a targeted completion in early 2022. The majority of California’s natural resource agencies will be housed within the proposed 838,000 square foot, 20 stories tall building. Also, a 360,000 square foot, 11-story state office building began construction at the end of 2018 at 1215 O Street, also expected to be complete by late 2021/early 2022. Finally, construction is expected to begin later this year on 1021 O Street, a 472,000 square foot office building which will temporarily house the State legislative and executive elected officials while the Capitol Annex Project, which will be the permanent location for these branches, is completed. North of the Downtown district, the Office of State Publishing building, located at 7th Street and Richards Blvd. has been demolished, making way for a one million square foot campus by 2022.

The following table summarizes some of the projects discussed above, as well as additional projects under construction in the region.

Sacramento Office Projects Under Construction

Project	Square Feet	Submarket	Estimated Delivery
501 N Sunrise Ave (Adventist Health)	242,000	Roseville	Delivered Q2 2019 / Owner-User
2971 Benefit Way, Sacramento	20,000	North Natomas	Delivered Q2 2019 / Owner-User
2600 River Plaza Drive	60,000	South Natomas	Delivered Q2 2019 / Pre-leased
1262 Hawks Flight Ct.	30,216	El Dorado Hills	Delivered Q4 2019 / Owner-User
1001 Riverside Ave (Kaiser Permanente)	194,000	Roseville	Delivered Q4 2019 / Owner-User
2555 Natomas Park Drive	90,543	Natomas / Northgate	Q2 2020 / Speculative
965 El Camino Ave	14,484	Natomas / Northgate	Q2 2020 / Owner-User
Natomas Pointe Plaza, Bldg C / 2960 Advantage Way	20,000	Natomas / Northgate	Q2 2020 / Owner-User
4201 E Commerce Way, Bldgs A and B (Centene)	511,800	Natomas / Northgate	Q2 2020 / Owner-User
Offices at Mace Ranch / 4699 Alhambra Dr	32,400	Davis	Q2-Q3 2020 / Speculative
1021 O Street (CA State Building)	472,000	Downtown	Q1 2021 / Owner-User
1215 O Street (CA State Building)	360,000	Downtown	Q1 2022 / Owner-User
7th/8th and O/P Streets (CA Natural Resources Bldg.)	838,000	Downtown	Q2 2022 / Owner-User
CalSTRS HQ Expansion / Waterfront Place	275,000	West Sacramento	Q3 2022 / Owner-User

Source: Costar; CBRE; Colliers International; Cushman & Wakefield

Moving forward, office development in the region will likely continue to center around government and healthcare build-to-suit projects, with speculative capital primarily invested in renovations of existing product or apartment and warehouse construction. This will continue until rents increase enough to justify new speculative office construction and values approach replacement cost.

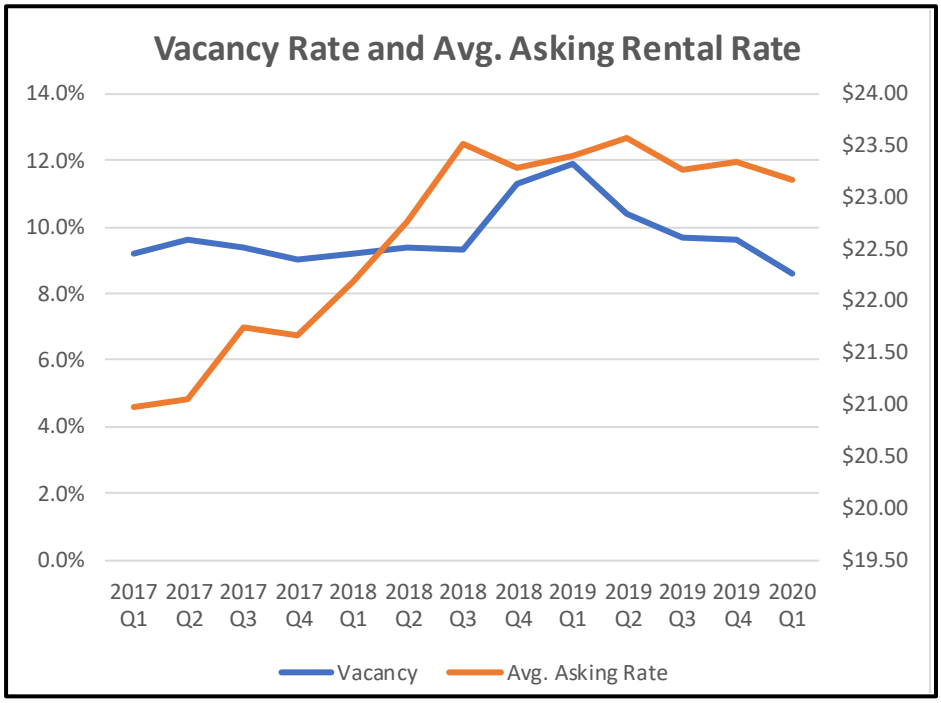
Office Submarket Analysis - Roseville

The subject property is located within the city of Roseville, Placer County, California. We have utilized CoStar Property Analytics, a commercial real estate information service, to obtain information relating to office properties within the subject's market area.

Our search parameters included office buildings the city of Roseville. The results of our query can be seen in the table below:

Quarter	Inventory Bldgs.	Total RBA (SF)	Vacancy (SF)	Vacancy %	Total Net Absorption	Deliveries (# of Bldgs.)	Deliveries SF	Bldgs. Under Construction	SF Under Construction	Average Asking Rent/yr. (gross)
2020 Q1	470	10,203,458	894,981	8.6%	92,950	0	0	1	5,400	$23.18
2019 Q4	470	10,203,458	987,931	9.6%	194,540	1	194,000	1	5,400	$23.34
2019 Q3	469	10,009,458	988,471	9.7%	70,059	0	0	1	194,000	$23.27
2019 Q2	469	10,009,458	1,058,530	10.4%	351,704	1	242,000	1	194,000	$23.58
2019 Q1	468	9,767,458	1,173,842	11.9%	(66,948)	0	0	2	436,000	$23.41
2018 Q4	468	9,767,458	1,106,894	11.3%	(189,604)	0	0	2	436,000	$23.29
2018 Q3	468	9,767,458	917,290	9.3%	26,232	1	7,497	2	436,000	$23.51
2018 Q2	467	9,759,961	936,025	9.4%	(14,047)	1	7,400	3	443,497	$22.76
2018 Q1	466	9,752,561	914,578	9.2%	3,423	1	9,798	4	450,897	$22.19
2017 Q4	465	9,742,763	908,203	9.0%	17,748	0	0	5	460,695	$21.67
2017 Q3	465	9,742,763	925,951	9.4%	28,372	0	0	3	445,798	$21.74
2017 Q2	465	9,742,763	954,323	9.6%	(42,542)	0	0	2	251,798	$21.05
2017 Q1	465	9,742,763	911,781	9.2%	(2,278)	0	0	1	9,798	$20.98

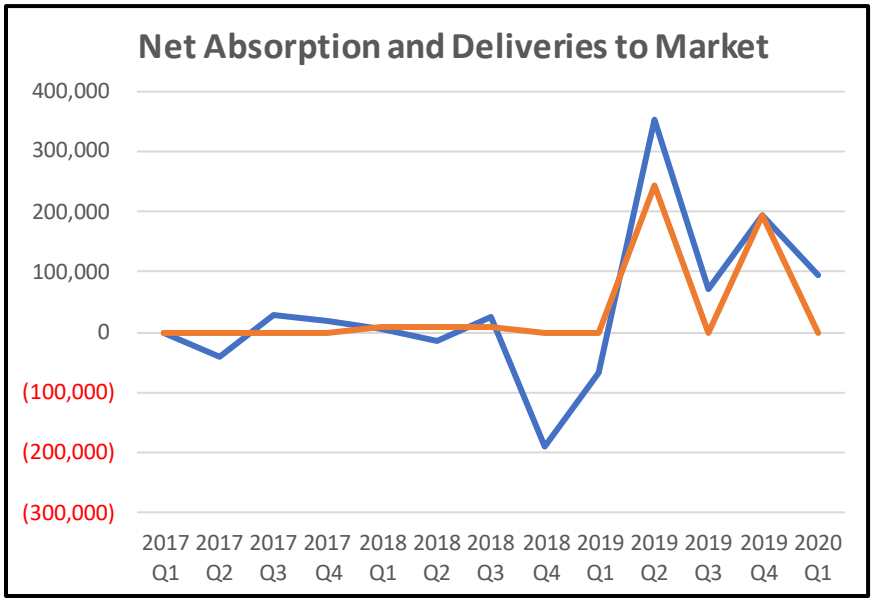
As can be seen in the chart above, this search revealed 470 properties containing a total rentable area of 10,203,458 square feet, of which there was 894,981 square feet of vacant space as of the first quarter of 2020. The implied vacancy rate is 8.6%. The graph below represents the change in vacancy and average asking rental rates, over the surveyed period.



As illustrated above, vacancy has decreased over the surveyed period. Conversely, the asking rental rate has increased during the same period. It should be noted, average asking rental rates are representative of the properties that are actively listed for rent during each quarter and are not necessarily indicative of average market rent in the subject's area.

Absorption and New Construction

Absorption and deliveries to market (new construction) were also examined using CoStar Property Analytics with the same parameters previously discussed. As can be seen in the following graph, overall absorption has been positive in the subject's market with 469,609 square feet of positive net absorption. Additionally, there have been five new deliveries over the surveyed period totaling 460,695 square feet of rentable area.

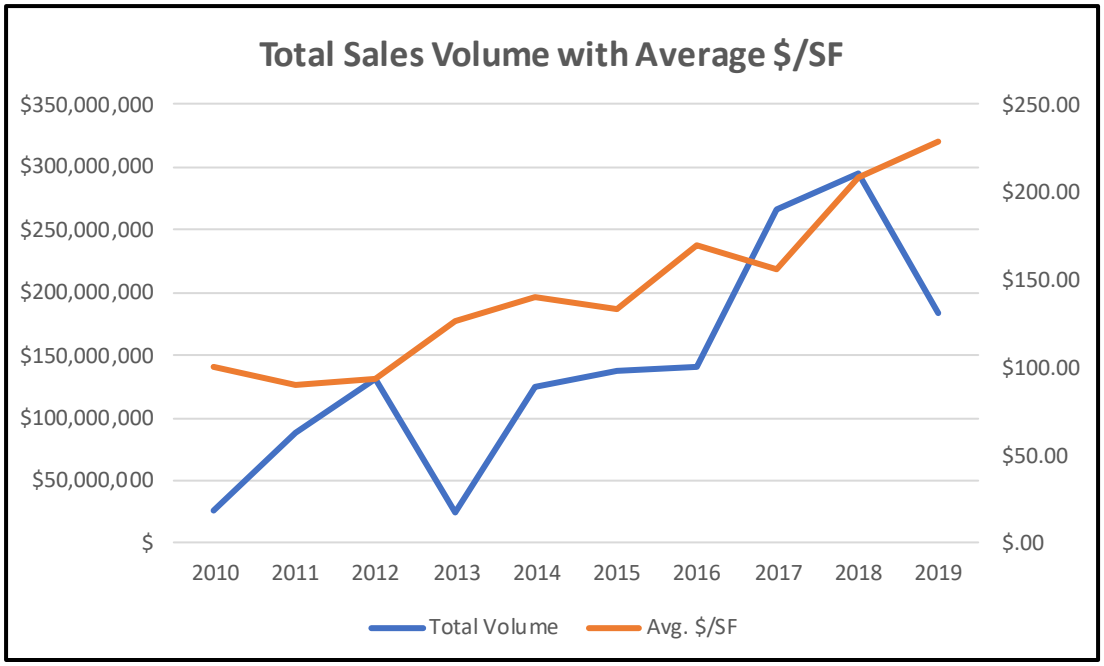


Sales Analysis

To further analyze the subject's market, we surveyed sales of office properties within a five-mile radius. Our search revealed properties totaling 31,470,912 square feet of rentable area. Additional information revealed during our search can be seen in the table below:

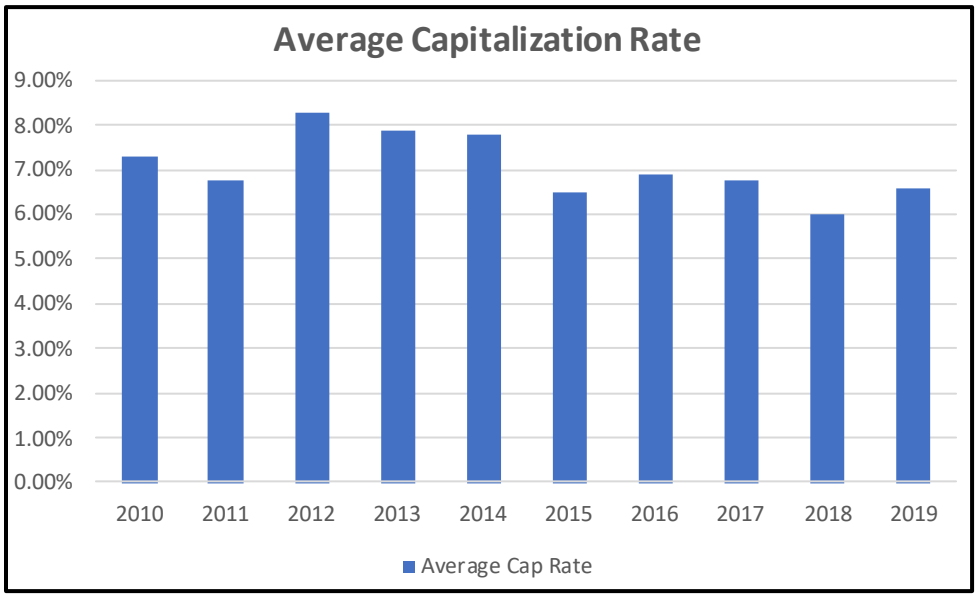
Year	Sales Volume	Total SF Sold	Avg. Building Size	Avg. $ Per SF Sold	Median $ Per SF Sold	Average Cap Rate	Median Cap Rate
2019	$183,503,850	838,951	19,067	$228.47	$225.00	6.60%	6.50%
2018	$294,198,844	1,562,549	19,291	$208.48	$202.85	6.00%	5.40%
2017	$266,615,608	1,874,712	25,681	$156.28	$171.53	6.80%	6.20%
2016	$140,503,728	868,764	14,979	$169.31	$164.22	6.90%	6.90%
2015	$137,996,374	1,053,565	19,510	$133.69	$154.52	6.50%	7.00%
2014	$124,293,034	985,750	14,713	$140.71	$126.80	7.80%	8.00%
2013	$24,775,448	251,984	5,478	$126.27	$142.28	7.90%	7.90%
2012	$131,329,614	1,615,396	24,476	$93.60	$108.65	8.30%	7.80%
2011	$87,533,243	1,004,543	28,701	$89.68	$117.65	6.80%	6.70%
2010	$26,562,729	318,845	5,905	$100.37	$114.67	7.30%	7.30%

Sales volume was highest during 2018 with transactions totaling $294,198,844 of office volume. Conversely, the lowest sales volume per year occurred during 2013 totaling $24,775,448. A graph illustrating the sales volume and average price per square foot over the past 10 years can be seen on the following page.



Capitalization Rates

Capitalization rates were also examined in this survey. From the beginning of the surveyed period to the most recently concluded year, the average overall rate has decreased. The year with the lowest average capitalization rate was 2018 with a rate of 6.%. A chart further illustrating the average capitalization rates over the surveyed period can be seen in the graph below:



Looking Ahead

Based on market trends and conditions as of the end of 2019 and into the first part of 2020, the Sacramento office market appears to have been in the final stages of recovery. Employment gains in the region had been healthy, but office vacancy continued to be somewhat high. On the supply side, new speculative construction has been very limited in the past few years and expected to remain this way until rental rates and values increased to the point of financial feasibility.

While underlying economic factors were in place for sustained recovery in the regional office market, the COVID-19 pandemic has significantly disrupted the economy, bringing an end to what had been the longest economic expansion in U.S. history. As of the effective date of this appraisal, the counties that make up the Sacramento MSA have issued public health Stay-At-Home Orders, coupled with a statewide order issued by the governor on March 19th which direct residents to stay at home except to perform essential activities necessary for the health and safety of individuals and their families. The statewide order is in place indefinitely. These unprecedented measures undertaken to prevent the spread and reduce the impact of the virus have left just "essential" businesses open.

The following excerpt from market research reports published by Costar summarizes how the market is viewing the current COVID-19 pandemic.

> “Given the current lack of pertinent economic data points as the crises unfolds, analysis of the virus's longer-term ramifications, specific to the commercial real estate market, are difficult to know. Near term economic figures will likely decline sharply, with long term effects on businesses, unemployment, and wage growth likely dependent on the length of the crisis. The depth and breadth of the current coronavirus outbreak will depend on both the healthcare response, as well as the economic and fiscal policy responses. Those responses are still unfolding, with several levels of economic stimulus looking to protect those being most affected by the virus.”

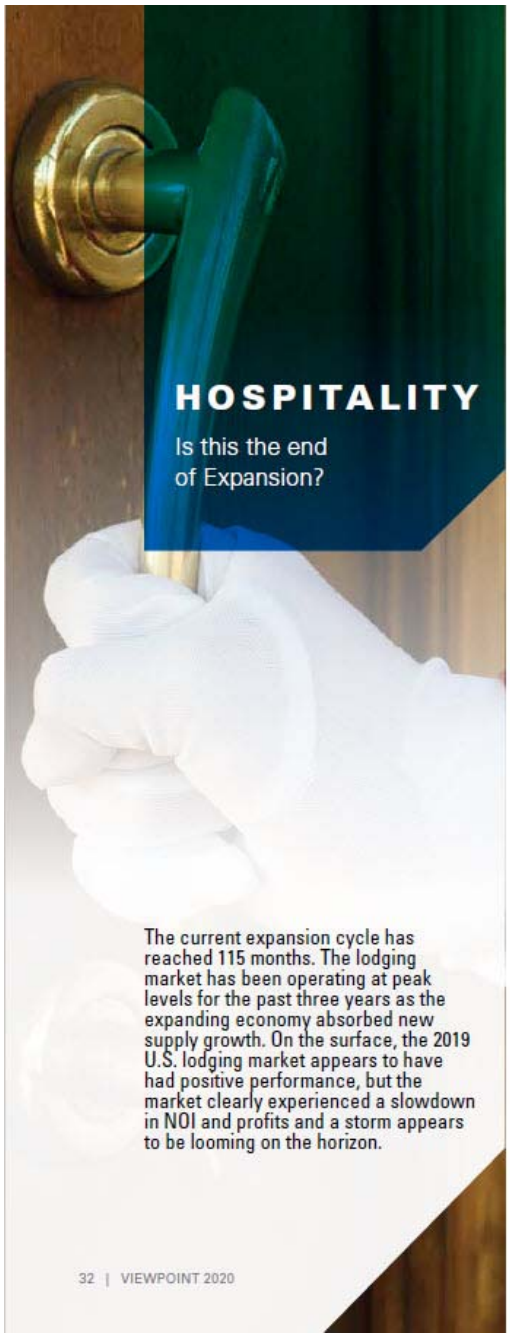
While the near-term outlook for the Sacramento office market is uncertain, economic and market fundamentals in place prior to the recent events surrounding COVID-19 position the market for stability over the long term.

Lodging Market Analysis

National Trends

A review and comparison of the hospitality industry overall is a useful tool to understanding the - direction the lodging industry is likely to take in the near and intermediate term. We utilize the 2020 Integra Realty Resources Hospitality Viewpoint, the HOST Study and Hotel Review, and Smith Travel Research.

It is noted this section of the report contains market information reported as of the end of 2019, prior to the recent events related to the worldwide COVID-19 outbreak. The hospitality industry has been particularly impacted by the outbreak, as non-essential travel was either prohibited or discouraged throughout the United States in March, April, and May 2020. In light of the fact we are in the early stages of fighting this pandemic, there is very little market data available that would allow us to accurately quantify either the short- or long-term impact on the commercial real estate market. Healthcare and economic responses to this crisis are still unfolding and changing daily. Integra Realty Resources is monitoring these responses and is committed to keeping our clients and the intended users of our appraisals as informed and up-to-date as possible. Please refer to the *COVID-19 Impact on Current Valuation* section presented following this market analysis section of the report.



A storm appears to be looming on the horizon.

What is causing this turbulence? Lackluster demand growth of 1.2% has not been strong enough to overcome a 2% increase in supply—and supply will continue to increase through 2021. This supply growth puts downward pressure on room rates. Occupancy rates began to flatten in 2019 and, according to STR, despite nine successive years in RevPar growth, the growth level has now decreased by 1%, leading to the worst year since the last recession. NOI and profits have been compressed due to increasing wages and salaries. Increased expenses, combined with flattening occupancies, are offsetting modest ADR growth that is not exceeding the rate of inflation. STR and Tourism Economics latest projections for 2020 forecast a decrease of 0.4% in occupancy to 65.7%; a modest increase in ADR of +0.9% to $132.50 and a modest increase in RevPar of +0.5% to $87.10. Supply is forecast to remain flat, when compared to 2019 at +2.0% and demand is expected to lag 2019 at +1.5%. This is ultra-significant, as there have been two consecutive months of negative RevPar growth, with 19 of the top 25 markets reporting decreases in RevPar. This clearly indicates a slowdown in the U.S. hotel market. The good news is that STR projects that 19 of the Top 25 markets are expected to see RevPar increases in 2020.

TRANSACTION VOLUME:

Transaction volumes, as measured by Real Capital Analytics (RCA), reached $40.6 billion annually over through Q3 2019. The South Region led all markets with $14.2 billion in sales, followed by the West at $12.1 billion, the East at $10.6 billion, and the Central at $3.7 billion. This volume represents a year-over-year increase of 18.5%. A total of 1,968 properties were sold, containing over 248,000 units. The 12-month average price per unit was $143,000/key with an average cap rate of 8.6%.

TOP MARKETS BY HOSPITALITY TRANSACTION VOLUME BASED ON YOY PERCENTAGE CHANGE

Bulls (Top 10)

2019 Rank	City	YOY Change	Total 4Q18-3Q19	Vol. Rank*
1	Hartford	801.7%	$71.7 M	50
2	Miami	621.2%	$1,562.6 M	5
3	Palm Beach	517.0%	$1,228.9 M	9
4	San Diego	394.5%	$1,466.5 M	7
5	Cincinnati	312.1%	$297.3 M	24
6	Westchester	286.1%	$92.4 M	47
7	Stamford	232.7%	$53.2 M	51
8	Chicago	223.5%	$1,482.0 M	6
9	Northern NJ	203.0%	$576.8 M	18
10	Nashville	200.6%	$770.9 M	16

Bears (Bottom 10)

2019 Rank	City	YOY Change	Total 4Q18-3Q19	Vol. Rank*
43	San Jose	-42.9%	$234.0 M	29
44	Richmond/Norfolk	-43.4%	$196.9 M	35
45	Austin	-44.9%	$212.7 M	33
46	Broward	-47.4%	$295.3 M	25
47	Memphis	-54.2%	$78.0 M	49
48	Kansas City	-59.3%	$114.6 M	41
49	Inland Empire	-66.1%	$169.3 M	37
50	Indianapolis	-71.7%	$99.1 M	45
51	Las Vegas	-79.4%	$112.3 M	42
52	St Louis	-84.9%	$42.1 M	52

* Volume Ranking is based on the overall transaction volume among 52 markets nationally

IRR HOSPITALITY OVERVIEW:

Full Service and Limited Service cap rates dropped to 9% and 8.7%, (-14 and -9 bps respectively) throughout 2019. The 2020 outlook anticipates that 51.7% of markets should see cap rates remaining constant, down from 60.6% in 2019. Approximately 32.7% of markets tracked expect Cap Rates to increase slightly (between 1 – 25 bps) over the next 12 months and 7% of markets expect Cap Rates to increase between 25 – 49 bps.

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A total of 89.3% of IRR markets tracked entering 2020 are in the Expansion phase. The only exceptions are Louisville, experiencing Hypersupply market conditions, Pittsburgh experiencing Recession market conditions, and Dayton experiencing Recovery.

On average, Full Service ADRs are expected to increase at a rate of slightly lower than 1% in 2020, versus 2.4% in 2019. Expense growth rates are expected to increase in 2020, to 1.19%, versus 2.73% this time last year.

On average, Limited Service room rates are expected to increase at a rate of slightly less than 1% in 2020; down from 2.51% in 2019. Expense growth rates for 2020 for Limited Service properties are expected to drop to 1.23%, versus 2.67% at this time last year. The only Limited Service market expecting 4%+ ADR growth is Charleston.

IRR's research indicates that 63% of markets should see increased valuations over the next 12 months, while 4% of markets should see a decrease in valuations during the same period.

Entering 2020, the Full Service product is In Balance in 81% of markets, and only 7% of markets are 2+ years away from being considered In Balance, with the remaining only 1 or 2 years away from reaching equilibrium. By comparison, 73% of Limited Service markets are In Balance, with another 23% within 2 years from being In Balance.

Property Income has supplanted Supply/Demand as the #1 factor likely to impact institutional real estate cap rates, followed by the Investment segmentation (local, regional, national, international) and National economic conditions/GDP growth.

Local economy, job growth and unemployment ranked as the #1 factor likely to impact non-institutional real estate cap rates, followed by the Investment segmentation (local, regional, national, international), and then Supply/Demand.

NOTABLE SALES AND M & A:

Mega M&A transactions are slowing, but Eldorado Resorts is reportedly planning to purchase Caesar's Entertainment Corp in a $17.3 billion deal, creating the largest owner/operator of U.S. gaming assets. Aimbridge Hospitality closed on its merger with Interstate Hotels & Resorts in October 2019, creating a combined company that will operate 1,400 branded and independent properties in 49 states and 20 countries. Park Hotels & Resorts closed on its $2.5 billion acquisition of Chesapeake Lodging Trust. Rumors have continued to circulate on either Marriott or InterContinental Hotels Group pursuing Accor.

U.S. HOTEL CONSTRUCTION PIPELINE:

According to Lodging Econometrics, the U.S. construction pipeline stood at 5,704 projects (+6% YOY) and 700,496 rooms (+8% YOY). Marriott continues to dominate the construction pipeline, followed by Hilton. As of the end of Q3 2019, Marriott had opened 193 new hotels with 24,208 rooms, accounting for 30% of all new hotel rooms that opened in the U.S. Marriott has a pipeline of 1,484 projects and 196,023 rooms, an increase of 8% YOY. Hilton's 198 new hotels account for 285 of newly opened rooms, followed by IHG with 104 new hotels accounting for 13% of new rooms. Hilton Worldwide's pipeline stood at 1,373 projects and 153,408 rooms as of Q3 2019, with both Marriott and Hilton's pipeline standing at near all-time high levels. Despite eight consecutive quarters of growth, construction starts have decreased for two consecutive quarters and pipeline growth is anticipated to top out in 2020/2021.

CURRENT AND EMERGING TRENDS:

Millennials, along with their affinity to technology and higher hotel service expectations, are still dominating the travel demographics. Hotel operators are expected to continue to cater to this demographic, with the expansion of digital technology in smart rooms and IoT, with emerging trends identified as Artificial Intelligence, Virtual Reality, Augmented Reality, Robots and Facial Recognition. Operators will continue to cater to the current "hot button" demands for culturally immersive experiences, local experiences, amenities, personalization and sustainability, all while focusing on the expansion of direct bookings. Operators are expanding the availability of healthy organic food and drinks.

Modular construction is gaining momentum in the U.S. and could become the norm in a few years. According to Gensler Design, the modular option is not necessarily cheaper than conventional construction, but there are advantages in cutting time to market, thereby mitigating cost overruns and other risks. The prefabrication process also results in a higher-quality product. Expansion of this trend is being facilitated as lenders get on board with the typical 60 – 70% of entire construction cost needed up front to purchase the modules. Marriott will open it's 32nd modular hotel, this one being the world's tallest modular hotel, a 26-story, $26 million modular tower in New York City in 2020.

Historical U.S. Lodging Statistics

A summary of historical lodging statistics through 2019 for the United States provided by HOST Study and Hotel Review and Smith Travel Research are presented as follows.

United States Lodging Market Performance

	Occupancy		ADR		RevPAR		Supply	Demand	Room Revenue
Year	This Year	Change	This Year	Change	This Year	Change	% Change	% Change	% Change
2003	59.2%	0.3%	$82.66	0.2%	$48.91	0.4%	1.0%	1.3%	1.5%
2004	61.3%	3.5%	$86.18	4.3%	$52.79	8.0%	0.4%	4.0%	8.4%
2005	63.0%	2.8%	$91.02	5.6%	$57.35	8.6%	-0.1%	2.8%	8.6%
2006	63.1%	0.2%	$97.80	7.4%	$61.74	7.7%	0.2%	0.4%	7.9%
2007	62.8%	-0.5%	$104.30	6.6%	$65.51	6.1%	1.2%	0.7%	7.4%
2008	59.8%	-4.8%	$107.38	3.0%	$64.21	-2.0%	2.4%	-2.5%	0.3%
2009	54.6%	-8.8%	$98.06	-8.7%	$53.49	-16.7%	2.8%	-6.2%	-14.3%
2010	57.5%	5.4%	$98.05	0.0%	$56.40	5.4%	1.7%	7.2%	7.2%
2011	60.0%	4.3%	$101.71	3.7%	$61.03	8.2%	0.5%	4.8%	8.7%
2012	61.4%	2.5%	$106.10	4.2%	$65.17	6.8%	0.5%	3.0%	7.3%
2013	62.3%	1.5%	$110.35	3.9%	$68.69	5.4%	0.7%	2.2%	6.2%
2014	64.4%	3.6%	$115.32	4.6%	$74.28	8.3%	0.9%	4.5%	9.2%
2015	65.4%	1.5%	$120.30	4.7%	$78.68	6.3%	1.1%	2.9%	7.4%
2016	65.4%	0.1%	$124.13	3.1%	$81.15	3.1%	1.6%	1.7%	4.8%
2017	65.9%	0.8%	$126.77	2.1%	$83.53	2.9%	1.8%	2.7%	4.9%
2018	66.1%	0.4%	$129.97	2.5%	$85.96	2.9%	2.0%	2.5%	5.0%
2019	66.1%	0.0%	$131.21	1.0%	$86.76	0.9%	2.0%	2.0%	3.0%

Source: HOST Study and Hotel Review, Smith Travel Research

As illustrated above, positive trends from 2010 have continued through the third quarter of 2019. The national occupancy rate in 2010 was 57.5%, which increased every year thereafter, to 66.1% through 2018, marking the ninth year of growth in a row after three years of declines (2007-2009). However, the market has slowed a bit in the past several years, with slower rates of occupancy growth in 2016, 2017, and 2018 at 0.1%, 0.8%, and 0.4%, respectively. Occupancy growth in 2019 was flat compared to 2018.

ADR growth posted another year of gains in 2019, though at a lower rate than in previous years. While ADR increased between 3.7% to 4.7% annually between 2011 and 2015, ADR growth was more moderate from 2016 to 2018 (between 2.1% and 3.1%). ADR growth through 2019, though positive, is reported at 1.0%, the lowest increase in nine years.

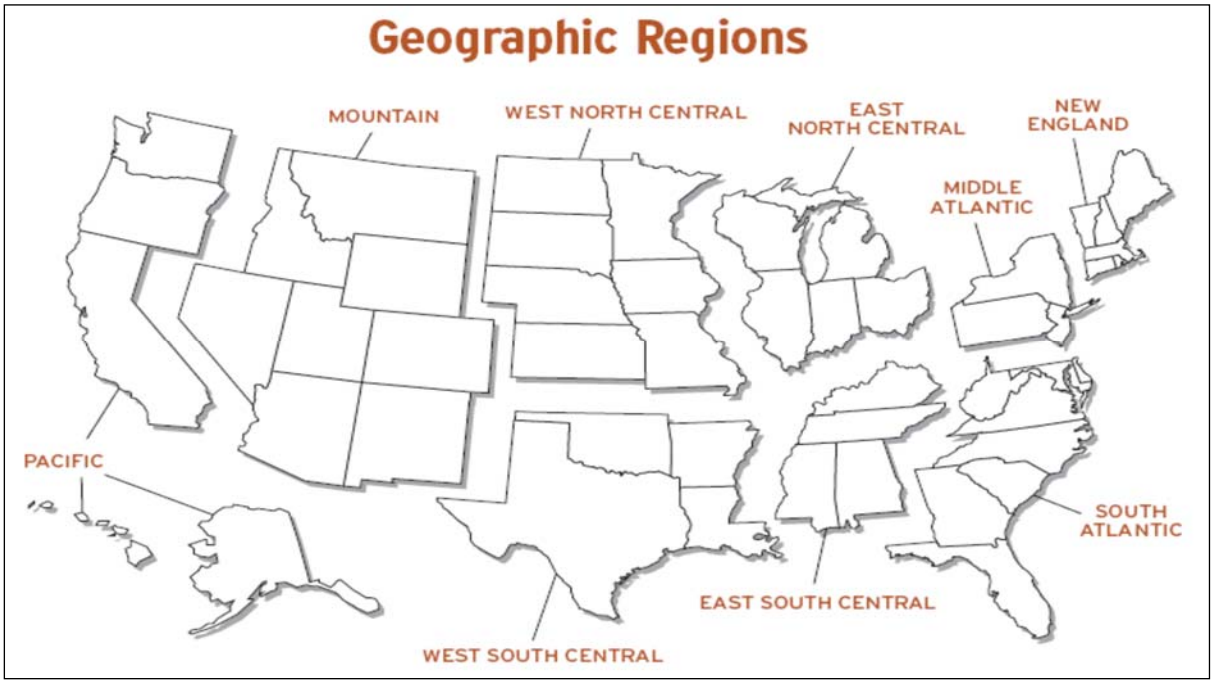
After strong increases in RevPAR in 2011 through 2015, RevPAR growth has stabilized in the past several years, between 2.9% and 3.1% in 2016 through 2018. RevPAR growth in 2019 was lower, at 0.9%. As illustrated above, supply growth remained stable in the first part of the decade, and has slightly increased over the past three years.

The year-end ADR in 2010 was $98.05, which increased to $131.21 in 2019. The annual increases in ADR from 2010 to 2019 are notable considering they also correspond with steady increases in occupancy, though occupancy growth has been slowing in recent years. In terms of RevPAR, the 2019 figure of $86.76 represents an approximately 54% increase from the 2010 level of $56.40.

The reported 2019 occupancy is consistent with year-end 2018 levels; however, ADR increased at a slower rate of 1.0%, to $131.21 from the year-end 2018 figure of $129.97. Overall, hotel fundamentals remained positive through 2019, with an overall increase in RevPAR of 0.9% from year-end 2018. In addition, demand growth was consistent with supply, resulting in a 3.0% increase in room revenue in 2019.

Regional and State Trends

The subject is in the Pacific Region, as defined by HOST and Smith Travel Research. The Pacific Region includes the states of California, Oregon, Washington, Alaska, and Hawaii.



States in the Pacific Region

	Occupancy					Average Daily Rate					RevPar				
Segment	2019	2018	Change	2017	Change	2019	2018	Change	2017	Change	2019	2018	Change	2017	Change
United States	66.1%	66.1%	0.0%	65.9%	0.4%	$131.21	$129.97	1.0%	$126.77	2.5%	$86.76	$85.96	0.9%	$83.53	2.9%
Pacific	73.7%	73.8%	-0.1%	73.8%	-0.1%	$171.42	$168.77	1.6%	$162.89	3.6%	$126.36	$124.52	1.5%	$120.25	3.6%
State															
Alaska	67.2%	65.1%	3.3%	64.4%	1.1%	$145.61	$136.91	6.4%	$130.75	4.7%	$97.83	$89.07	9.8%	$84.15	5.8%
California	75.1%	75.3%	-0.3%	75.2%	0.2%	$171.61	$168.26	2.0%	$162.15	3.8%	$128.89	$126.74	1.7%	$121.90	4.0%
Hawaii	81.2%	80.3%	1.1%	80.2%	0.1%	$282.56	$275.75	2.5%	$264.49	4.3%	$229.32	$221.34	3.6%	$212.07	4.4%
Oregon	65.9%	65.6%	0.4%	66.3%	-1.1%	$123.76	$123.39	0.3%	$122.12	1.0%	$81.56	$80.97	0.7%	$81.02	-0.1%
Washington	68.8%	69.0%	-0.2%	69.7%	-1.0%	$135.55	$136.50	-0.7%	$132.54	3.0%	$93.27	$94.16	-0.9%	$92.35	2.0%

Source: Hotel Review, Smith Travel Research

As of the end of 2019, the Pacific Region posted metrics as follows:

a. In terms of occupancy, the Pacific region reported an occupancy percentage of 73.7% as of 4Q-2019, a slight decrease from 4Q-2018 reported occupancy of 73.8%. As of 4Q-2019, the Pacific region had an occupancy percentage that was approximately 111% of the US average occupancy rate of 66.1%.

b. In terms of ADR, the Pacific region reported a 4Q-2019 figure of $171,42 which was a slight increase of 1.6% from the 4Q-2018 reported ADR of $168.77. This is a positive sign given occupancy remained relatively stable during this period. As of 4Q-2019, the Pacific region reported an ADR that is approximately 131% of the U.S. average of $131.21.

c. In terms of RevPAR, the Pacific region reported a 4Q-2019 figure of $126.36 which was a slight increase over 4Q-2018 reported RevPAR of $124.52. As of 4Q-2019, the Pacific region had a RevPAR that was approximately 146% of the U.S. average of $89.76.

In terms of year-over-year growth, California outperformed Oregon and Washington for growth across all lodging metrics.

As illustrated below, the Sacramento MSA outperformed the State of California as far as growth across all metrics over the past year. Although average occupancy in the Sacramento region is lower than California overall, at 72.2%, occupancy grew 0.6% in the Sacramento MSA compare to a decline of 0.3% across California. Similarly, ADR for the Sacramento MSA is lower than the whole of California ($126.23 vs. $171.61), but the Sacramento region experienced ADR growth of 3.0% in 2019 compared to 2.0% for the state overall. The Sacramento MSA also saw an increase in RevPar in 2019, 3.6%, which is higher than the percent change found in the State of California, the Pacific region, and the United States. Despite this, the Sacramento region's RevPar of $91.13 is below that of California and the Pacific region, which are $126.36 and $128.89, respectively.

Sacramento Market

	Occupancy					Average Daily Rate					RevPar				
Segment	2019	2018	Change	2017	Change	2019	2018	Change	2017	Change	2019	2018	Change	2017	Change
United States	66.1%	66.1%	0.0%	65.9%	0.4%	$131.21	$129.97	1.0%	$126.77	2.5%	$86.76	$85.96	0.9%	$83.53	2.9%
Pacific	73.7%	73.8%	-0.1%	73.8%	-0.1%	$171.42	$168.77	1.6%	$162.89	3.6%	$126.36	$124.52	1.5%	$120.25	3.6%
California	75.1%	75.3%	-0.3%	75.2%	0.2%	$171.61	$168.26	2.0%	$162.15	3.8%	$128.89	$126.74	1.7%	$121.90	4.0%
Sacramento, CA	72.2%	71.8%	0.6%	71.4%	0.6%	$126.23	$122.59	3.0%	$118.56	3.4%	$91.13	$88.00	3.6%	$84.60	4.0%

Source: Hotel Review, Smith Travel Research

According to Smith Travel Research, there are currently 21 hotels and 2,200 rooms within three miles of the subject property. These hotels are summarized in the following table.

Roseville Lodging Market - Hotels within Three Miles of Subject

No.	Hotel	Rooms	Open Date	Affiliation	Chain Scale	Distance from Subject (Miles)
1	Hyatt Place Sacramento Roseville	151	Feb-20	Hyatt Hotels	Upscale	0.2
2	Holiday Inn Express Rocklin Galleria Area	70	Jun-99	Intercontintental Hotels Group	Upper Midscale	0.3
3	Homewood Suites by Hilton Sacramento Roseville	111	Nov-04	Hilton Worldwide	Upscale	0.6
4	Courtyard Roseville Galleria Mall Creekside Ridge Drive	125	Aug-04	Marriott International	Upscale	0.7
5	Hilton Garden Inn Roseville	131	Mar-99	Hilton Worldwide	Upscale	1.2
6	Larkspur Landing Roseville	90	May-99	Independent	Upscale	1.2
7	Residence Inn Roseville	90	Nov-98	Marriott International	Upscale	1.3
8	Courtyard Roseville	90	Jul-98	Marriott International	Upscale	1.3
9	Fairfield Inn Roseville	82	Nov-98	Marriott International	Upper Midscale	1.4
10	Holiday Inn Express & Suites Roseville Galleria Area	83	Sep-06	Intercontintental Hotels Group	Upper Midscale	1.5
11	Residence Inn Rocklin Roseville	104	Dec-18	Marriott International	Upscale	1.8
12	Extended Stay America Sacramento - Roseille	122	Aug-98	Extended Stay Hotels	Economy	1.8
13	Best Western Roseville Inn	134	Jul-74	Best Western Hotels & Resorts	Midscale	2
14	Staybridge Suites Rocklin - Roseville Area	98	Dec-08	Intercontintental Hotels Group	Upscale	2.1
15	Heritage Inn Express Roseville	101	Jun-71	Independent	Independent	2.2
16	Best Western Plus Orchid Hotel & Suites	174	Apr-89	Best Western Hotels & Resorts	Upper Midscale	2.2
17	Hampton by Hilton Inn & Suites Roseville	85	Jun-08	Hilton Worldwide	Upper Midscale	2.3
18	Comfort Inn & Suites Roseville	124	Aug-88	Choice Hotels Interntional	Upper Midscale	2.4
19	SureStay Plus Hotel Rocklin	103	May-99	Best Western Hotels & Resorts	Economy	2.5
20	Rocklin Park Hotel	67	Nov-96	Independent	Independent	2.5
21	Days Inn Rocklin Sacramento	65	Jan-92	Wyndham Hotels & Resorts	Economy	2.9
		2,200				

The hospitality and convention center industry has been particularly impacted by COVID-19, given non-essential travel has been restricted across the United States since March and mass gatherings and events have been temporarily banned. In light of this, many have turned to virtual events to facilitate meetings and conferences. While this is not a long term trend, near term demand for additional hospitality and conference space is questionable given the existing supply within three miles of the subject property.

Conclusion

Prior to COVID-19, the hotel market appeared to be stabilizing both nationally and in the Sacramento region. Hotel metrics in California and the Sacramento MSA continue to be positive, though growth is slowing. The subject benefits from Highway 65 visibility and is located 1.5 and 2.2 miles from Highway 65 and Interstate 80 interchanges, respectively. However, the hospitality industry has been heavily impacted by COVID-19 as non-essential travel has been limited nationwide since March. While the hospitality industry will begin to recover as travel restrictions loosen, the speed at which this recovery will occur remains to be seen.

COVID-19 Impact on Valuation

The prior market analysis focuses on historical trends before the impact of the COVID-19 crisis began showing up in the numbers. The historical reference is significant in that many market participants believe the commercial real estate (CRE) markets will return to trend – the only question is the depth and duration of the current economic climate. At a minimum, near term economic performance will remain dreadful. Shelter-in-Place and Stay-at-Home executive orders are having a profound impact on GDP with elevated unemployment hurting economic performance and CRE sector. How bad will things get (depth) and how long will it last (duration) are questions that simply cannot be answered at this point in time. The curve is flattening and restrictions are slowly easing in California, but Governor Newsom has yet to offer a timeline as when restrictions will be further relaxed. Numerous counties are in Stage 2 of a four-stage re-opening schedule, which permits the opening of lower risk workplaces and retail establishments with social distancing protocols. Nevertheless, by all accounts business operations are significantly down with the exception of essential businesses such as distribution facilities, medical facilities and grocery stores. As the crisis evolves, the market will provide clarity.

In the absence of transaction data, there is empirical data in the market that can be gleaned and assist in estimating the valuation metrics and assessing their reliability in estimating current value. In the current phase of the pandemic, emerging trends include:

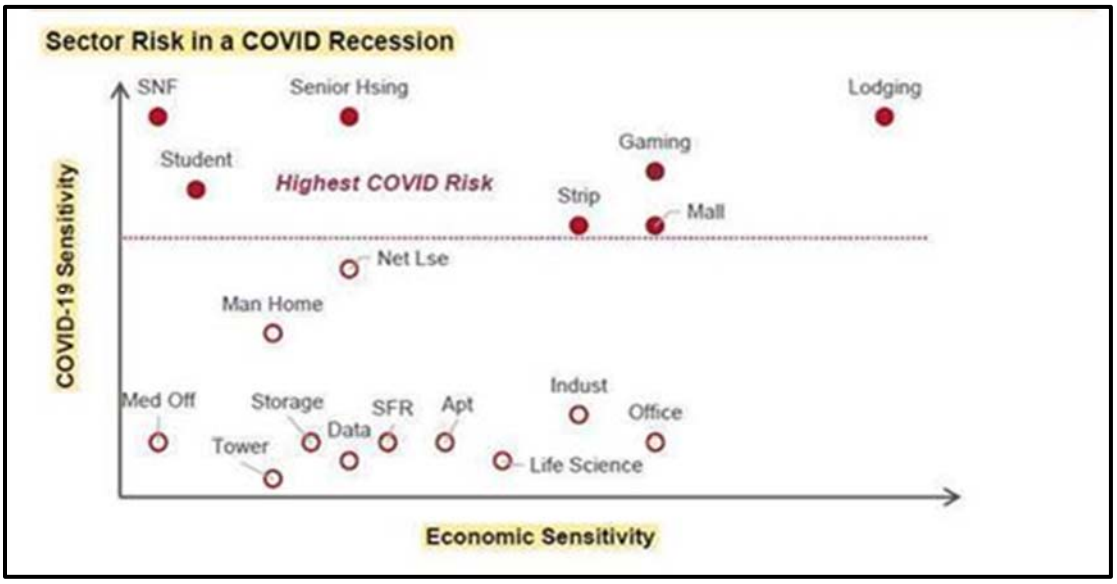
- Market confidence (fundamental economic fear)
- Expectations of impaired property/operating performance
- Re-pricing risk (debt and equity)
- Liquidity duration
- Impaired market and pricing activity

All or some of the above may be shorter-term issues, but others may linger and have a lasting impact on valuations in the CRE sector along a continuum of time. Our surveys of market participants indicate a focus in the following areas impacting value:

- Impact will vary by property type, class, and location
- Cost of capital (both debt and equity) is increasing but at different rates for different asset classes
- Declines in property operations/forecasts (NOI) vary in duration based on property type, class and location
- Capitalization rate premiums vary by property type, class and location
- Marketing times for most assets will increase

Impact by Property Type, Class & Location

Below is a graph from Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) are less affected than for example lodging and malls where social distancing is challenging.



Cost of Capital/Liquidity

The cost of capital, both for debt and equity, had been at near historic lows through early 1Q20. Borrowers had a myriad of options from a variety of capital sources. As the crisis began to unfold in early 2020, treasury rates were moving down as the Fed sought to keep the market liquid. When it became clear the global crisis had landed in the United States, the Fed moved rates to near zero. Many lending institutions instituted floors (spreads widened) because the fixed costs of doing a deal had to be covered.

As lenders came to grips with the severity of the economic outlook, many pulled back from the market altogether while others reacted by raising interest rates, lowering loan to values, increasing reserve requirements, or a combination thereof. Some lenders are “out” while others remain in the market. Clearly, there are fewer options in the market and those options are more expensive. The rise in cost varies notably by property type with agency lenders and HUD determined to provide liquidity to the multifamily market while at the other end of the spectrum, financing a hotel at this point is challenging.

The rising cost of debt and equity and its impact on capitalization rates is illustrated below:

OAR Sensitivity Matrix - 70% LTV/25Yr AM							
		Equity Dividend Rate					
		3.00%	5.00%	7.00%	9.00%	11.00%	13.00%
Interest Rate	3.50%	5.11%	5.71%	6.31%	6.91%	7.51%	8.11%
	3.75%	5.22%	5.82%	6.42%	7.02%	7.62%	8.22%
	4.00%	5.33%	5.93%	6.53%	7.13%	7.73%	8.33%
	4.25%	5.45%	6.05%	6.65%	7.25%	7.85%	8.45%
	4.50%	5.57%	6.17%	6.77%	7.37%	7.97%	8.57%
	4.75%	5.69%	6.29%	6.89%	7.49%	8.09%	8.69%
	5.00%	5.81%	6.41%	7.01%	7.61%	8.21%	8.81%

An asset for example that historically attracted debt at 3.75 percent and equity (cash on cash) at 5 percent would see a rise in overall capitalization rate of 83bps (6.65% versus 5.82%) if the cost of debt rises to 4.25 percent (50 bp increase) and equity rates move to 7 percent (40 percent increase). All else equal, the rise in the overall rate would equate to a drop in value (potential market conditions adjustment) of 14 percent (.0083 / .0582).

Declines in Property Operations / Forecasts

The lodging, retail, student housing and senior sectors are expecting to suffer the greatest. Once again, this varies by location and type. Restaurant retail is generally viewed as having high risk but is expected to rebound quickly as pent-up demand explodes when social distancing requirements loosen. Grocery retail is performing well with big box stores setting record sales per square foot. Apartments should fare well but once again, varying by type and location depending on the tenant base employment and its ability to weather the crisis. Industrial distribution facilities are expected to perform well while multi-tenant industrial with non-essential businesses may struggle.

There is an expectation in the market that, for many retail centers in particular, tenants will not be paying rent. Without customers, particularly in states with stay-at-home orders, there simply is no revenue available. Tenants and owners alike are reviewing force majeure clauses in their leases.

Rent projections are being held flat in modeling many cash flows going forward with the length of time dependent on the asset type.

Premiums on Capitalization Rates

While many deals have fallen out of contract, other deals are still closing. Some are closing at their pre-crisis contract price levels while many deals are being re-traded in the market with discounts influenced by property type, location and buyer/seller motivations.

As the transaction market solidifies, the impact on capitalization rates will become more clear. The OAR sensitivity matrix presented earlier can be viewed as a potential leading indicator. Some market participants believe the answer to market value lies in the capitalization rates while others believe rates are not moving – only net operating income in the short run is being impacted. Once again, the answers vary by property type and location.

Marketing and Exposure Time

At the present time, there is consensus of declining market demand in CRE transactions, due to market conditions ensuing from COVID-19. It is natural to assume that marketing time on properties either for sale or lease, will be extended for most assets. Comparing recent pre-COVID-19 market time (perhaps the best) to the banking crisis of 2008/2009 (perhaps the worst) can glean insight to potential market times going forward.

Sector	Months on Market March 2008-09	Months on Market March 2018-19	Change in Months	% Change Peak to Trough
Office	29.6	14.8	14.8	100%
Retail	15	11.4	3.6	32%
Industrial	19.6	6.7	12.9	192%
Average	21.4	11.0	10.4	95%

Source: Costar – data presented in Months

Marketing time increased substantially in the last economic crisis of 2008-2009 from the prior boom with an average of 21 months for major property classes at the bottom of the market. Market times for the trailing 12 months preceding the COVID-19 crisis averaged 11 months. We note these are national averages with well located, better quality assets having substantially lower market times.

Based on this historical perspective, exposure time could potentially double from current levels. This would have to be tempered recognizing that the depth and duration of this current crisis is health centric and may return to more recent norms when a resolution becomes apparent.

Market Participant Interviews

While transaction data is limited, we look to market participants (developers, investors, lenders, brokers, other appraisers) as a leading indicator of where the market is currently, and where they believe the market is heading. Following is a summary of key interviews undertaken.

Kevin Soares – Leasing and sales broker with Gallelli Real Estate
Leasing activity has all but halted. There are a few inquiries for spaces within prominent anchored centers, but new lease deals are few and far between. Most would-be business owners/tenants are waiting for the crisis to resolve before signing a new lease. Volume is at a fraction of what it was prior to the COVID-19 crisis. On the sales side, there were two transactions where the buyers were on the upleg of 1031 exchanges and elected to back out of the deals and pay the capital gains tax. Their expectation is they will be able to purchase properties at lower prices in the near future. Mr. Soares expects and is hopeful normal activity will resume by mid-June.

Adrian del Rio – PCG Commercial
Mr. del Rio is a commercial broker primarily marketing and selling smaller multifamily and commercial (retail/office) properties throughout Sacramento and the Central Valley. With respect to retail and office properties, any properties with tenants or users in essential businesses (i.e., grocery stores and medical offices) should not experience a decrease in value. Properties with general retail or office tenants could trade with cap rates that are up to 100 basis points higher than cap rates experienced

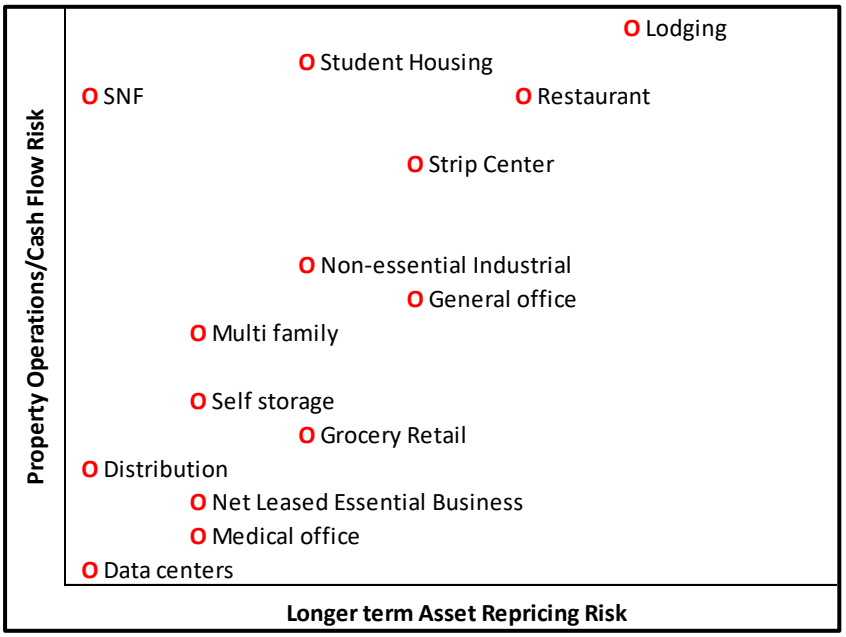
prior to the pandemic, though we likely would not have empirical data until at least the third quarter of 2020. Mr. del Rio projects a V-shaped recovery with a rebound occurring this summer.

Conclusion

Based on the above information, which is empirical more so than transactional, it is clear the market has changed and valuation parameters must be modified.

Many market participants believe the current disruption in the market is *operational* in nature with the impact on asset pricing limited to cash flow short falls until the market returns to "normal." Others believe *repricing* risk exists due to the cost of capital (debt and equity) as well as a rethinking of CRE investments.

The following chart represents our understanding of market sentiment regarding operational and repricing risk by property class. Assets in the lower left portion of the chart reflect low near-term cash flow loss expectation and little longer-term repricing risk while the opposite is true for assets in the upper right corner. And as noted throughout, there are various risk profiles within each property type displayed.



Considering the subject's relative sensitivity to the COVID-19 risks as of the effective date of the valuation, we rate the relative risks of the subject as of the effective date in the following table, which is also considered in the valuation of the subject property.

Risk Analysis	
Property Type Sensitivity to Risk	High for both the subject's highest and best use (which is Commercial use) and the envisioned use (Hospitality)- According to market participants, retail and hospitality are two of the segments hardest hit as many tenants are asking for rent abatement because they are shut down.
Property Location Sensitivity to Risk	Low – the Roseville market performed well in the most recent economic expansion, and the local market is well positioned for recovery.
Cost of Capital Impact/Risk	High for both Commercial use (including retail) and Hospitality - Though capital is still available, investments in retail and hospitality properties have slowed dramatically. Lenders are wary to lend to retail and hospitality properties.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	11.00 acres; 479,160 SF
Source of Land Area	Public Records
Primary Street Frontage	Conference Center Drive - 228 feet
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06061C0944H
Date	November 2, 2018
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Roseville
Zoning Designation	CC/SA-NC
Description	Community Commercial - Special Area Overlay, North Central Roseville
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Civic, retail, commercial, office, hotel uses
Other Land Use Regulations	North Central Roseville Specific Plan
Utilities	
Service	Provider
Water	City of Roseville
Sewer	City of Roseville
Electricity	Roseville Electric
Natural Gas	Pacific Gas & Electric
Local Phone	Various Providers

The subject is a parcel of vacant land containing an area of 11.00 acres or 479,160 square feet. The property is zoned CC/SA-NC, Community Commercial - Special Area Overlay, North Central Roseville Specific Plan, which permits civic, retail, commercial, office, and hotel uses. The city of Roseville has envisioned the site as an ideal location for the construction of a 203-room, nine-story, 146,000 square foot hotel development with a 15,500 square foot conference facility. The conference center would feature 7,500 square feet of pre-function, meeting, and break-out space, a support kitchen, and an 8,000 square foot ballroom. The hotel would also include a full service restaurant, fitness facility, spa,

and outdoor pool. It should be noted, this is currently a conceptual plan and is subject to change in the future.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

The subject is zoned Community Commercial and is located within the Special Area Overlay for North Central Roseville. The subject's zoning permits a variety of commercial uses, including civic, retail, commercial, office, and hotel uses. According to the city of Roseville, "The community commercial district is intended to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses."

The subject property is located at the terminus of Conference Center Drive, which may be accessed from Gibson Drive and Roseville Parkway. The subject is approximately 1.5 miles from the nearest Highway 65 interchange, and 2.2 miles from Interstate 80. The northern portion of the subject site abuts Highway 65, and the property is visible from the highway.

Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

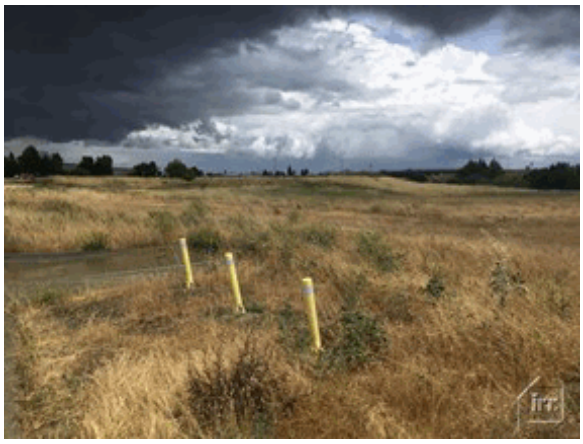
Seismic Hazards

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate "Earthquake Fault Zones" (formerly known as "Special Studies Zones") along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

According to information from the California Geological Survey (formerly known as the Division of Mines and Geology), the subject is not located within an Alquist-Priolo Special Studies Zone. There are no special studies zones in the city of Roseville.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.



Subject Site – Facing North

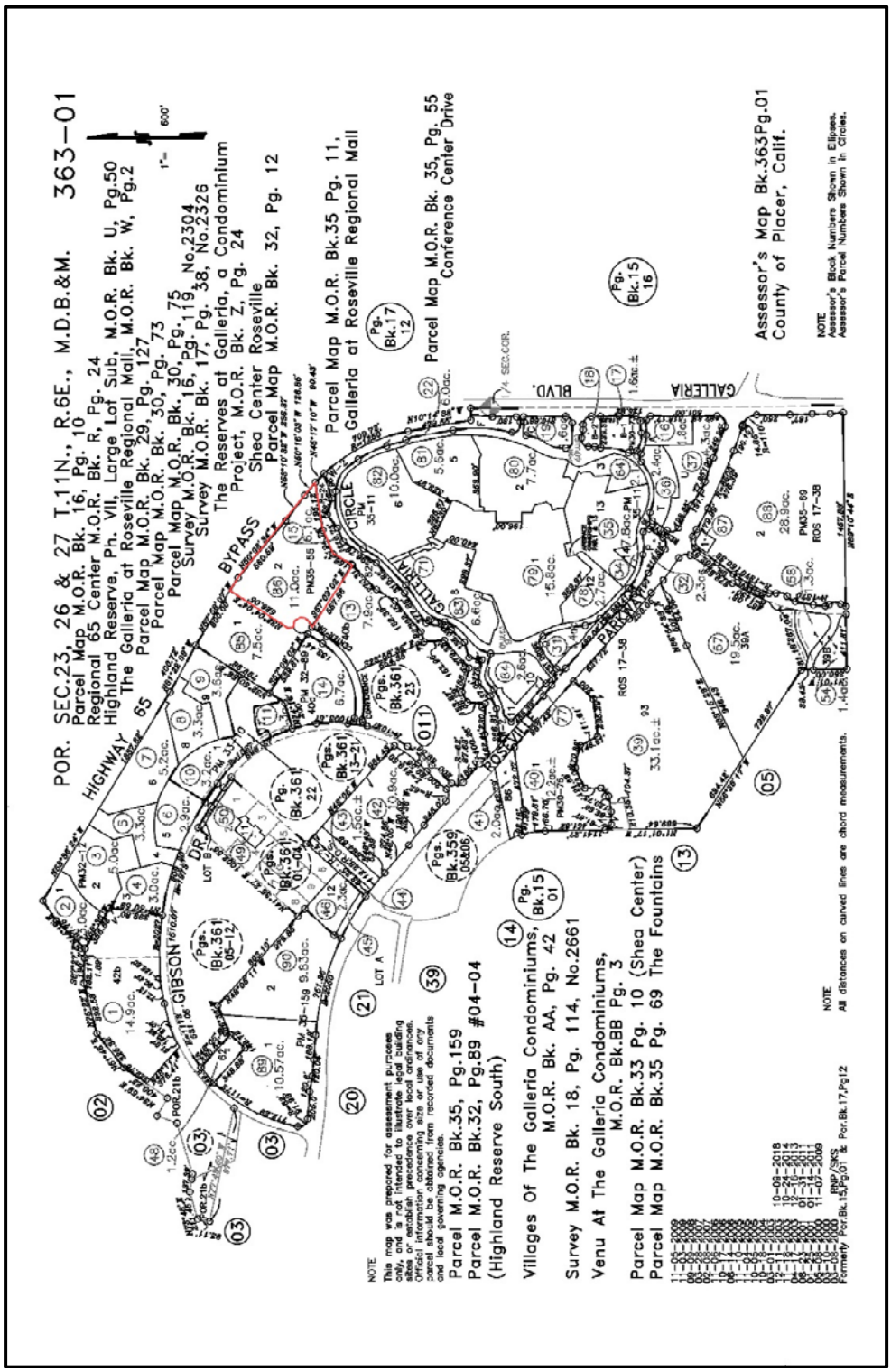
Subject Site – Facing East

Access Road and Subject Site Facing North

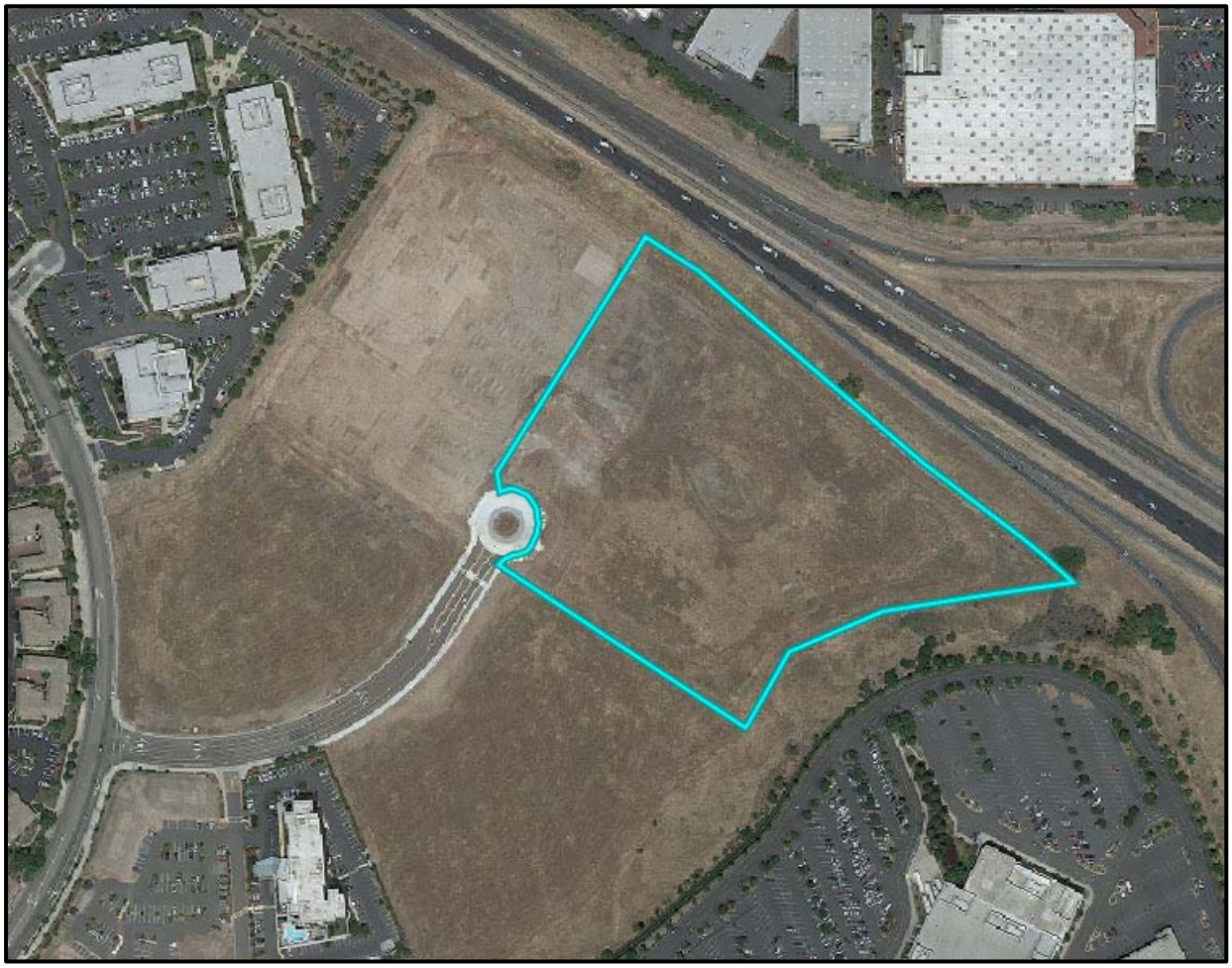
Conference Center Driving – Facing South

Conference Center Drive – Facing South

Plat Map


POR. SEC.23, 26 & 27 T.11N., R.6E., M.D.B.&M.
363-01
Assessor's Map Bk.363Pg.01
County of Placer, Calif.
HIGHWAY 65
BYPASS
GIBSON
ROSEVILLE PARKWAY
GALLERIA BLVD.
GALLERIA CIRCLE
Parcel Map M.O.R. Bk.35 Pg. 11, Galleria at Roseville Regional Mall
Parcel Map M.O.R. Bk. 35, Pg. 55 Conference Center Drive
Villages Of The Galleria Condominiums, M.O.R. Bk. AA, Pg. 42
Venu At The Galleria Condominiums, M.O.R. Bk.88 Pg. 3
Parcel Map M.O.R. Bk.33 Pg. 10 (Shea Center)
Parcel Map M.O.R. Bk.35 Pg. 69 The Fountains
Survey M.O.R. Bk. 18, Pg. 114, No.2661
Parcel M.O.R. Bk.35, Pg.159
Parcel M.O.R. Bk.32, Pg.89 #04-04
(Highland Reserve South)
NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building setbacks or restrictions. Please contact our office for official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
NOTE
All distances on curved lines are chord measurements.
NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor Aerial



Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be reappraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

The subject property is owned by the city of Roseville and is not currently assessed. However, the tax rate applicable to the subject is 1.073793%.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses. The subject has very good visibility from Highway 65, with access to Highway 65 and Interstate 80 approximately 1.5 and 2.2 miles from the subject property, respectively.

Legally Permissible

The site is zoned CC/SA-NC, Community Commercial - Special Area Overlay, North Central Roseville Specific Plan. Permitted uses include civic, retail, commercial, office, hotel uses. However, the city of Roseville's zoning code suggests retail use is a priority. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, and surrounding uses, both commercial (including retail and/or office use) and hospitality uses are given further consideration in this analysis.

Financially Feasible

Prior to COVID-19, the Roseville market was well positioned for continued commercial growth. However, based on our current analysis of the market, there is limited demand for new commercial (retail and/or office) or hospitality development at the present time. Both industries have been heavily impacted by the COVID-19 pandemic, through some essential retailers (such as grocery stores and big box stores), have continued to perform well. Nevertheless, we expect an eventual recovery of the market accompanied by a rise in property values to a level that will justify the cost of new construction. Market conditions will begin to improve as the uncertainties brought about by the pandemic begin to be removed. Thus, it is anticipated that commercial development will become financially feasible in the future.

While hospitality use is also expected to become financially feasible in the future, the local hospitality market was already stabilizing prior to COVID-19. Currently, a 203-room hotel and 15,500 square foot conference center is envisioned for the subject property. As will be demonstrated, the comparable hospitality properties utilized in the upcoming analysis do not include conference centers. Often municipalities will offer incentives for the development of conference centers to assist in financial feasibility, and construction of conference centers is typically the result of public/private partnerships.

Maximally Productive

As will be demonstrated in the upcoming analyses, the land value associated with commercial (retail and/or office) development is significantly higher than the land value under the envisioned hospitality scenario. There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of a commercial (retail and/or office) use. Commercial uses are also consistent with the comparable land sales considered in the upcoming analysis, several of which include excellent highway visibility and average accessibility similar to the subject property. It is our opinion that holding the property for future commercial (retail and/or office) use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Holding the property for future development of a commercial (retail and/or office) use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

The scope of this assignment involves considering the subject under two valuation scenarios: 1.) market value as is and 2.) market value as if developed for hospitality use. Therefore, the upcoming analysis considers commercial land sales, consistent with the highest and best use of the subject, and hotel land sales, consistent with the city of Roseville's vision for the subject property.

As Improved

No improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Taking into account the functional utility of the site and area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

As discussed previously discussed, the property is divided for valuation purposes as follows:

Land Parcels

Name	Tax ID	SF	Acres	Rooms	Unit of Comparison
Commercial Use	363-011-086	479,160	11.00	NA	Total SF
Hotel Use	363-011-086	479,160	11.00	203	Rooms
Total		958,320	22.00	203	

Commercial Use (11.00 Acres; 479,160 SF)

To apply the sales comparison approach as if the subject were to be developed for commercial use, we searched for sale transactions within the following parameters:

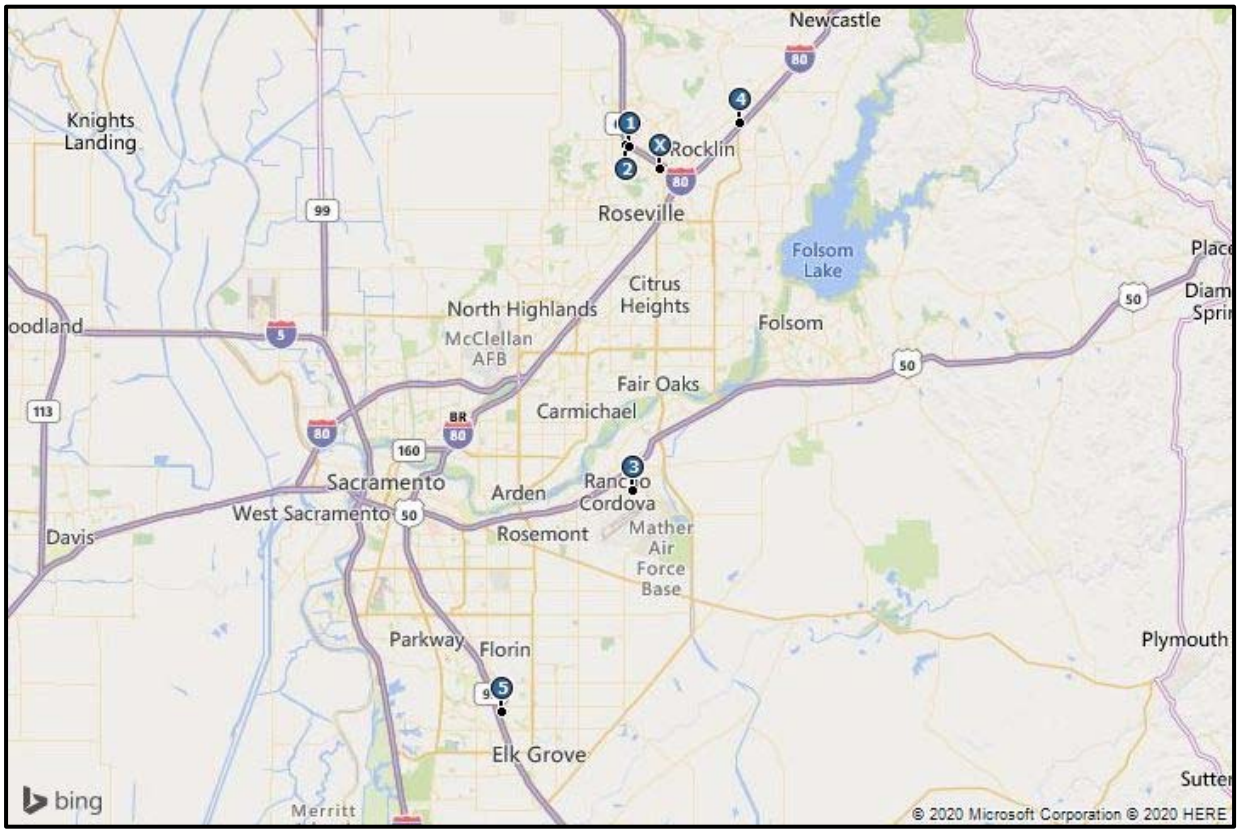
- Location: Roseville, Rocklin, and surrounding communities outside Sacramento
- Size: Two to twenty acres
- Use: Proposed or zoned commercial, including retail and office uses
- Transaction Date: 2017 or later

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

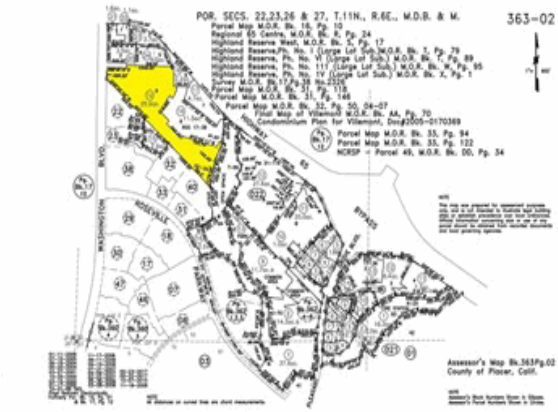
Summary of Comparable Land Sales - Commercial Use

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	$/Sf	$/SF Land
1	Vacant Land 1700 Freedom Way Roseville Placer County CA	Jul-19 Closed	$2,717,000	204,732 4.70	Planned Dev., Special Area, Neighborhood Comm.		$13.27
	Comments: Sale of commercially zoned vacant land adjacent to Top Golf.						
2	1851 Freedom Way Roseville Placer County CA	Jul-19 Closed	$6,695,000	511,089 11.73	Planned Dev., Special Area, Neighborhood Comm.		$13.10
	Comments: This comparable represents an 11.733 acre portion of a larger 25.9 acre parcel located within the Freedom Point Plaza in Roseville. The buyer has plans to construct an 110,000 square foot furniture store, identified as Living Spaces. Site work has begun and the store is slated to open in 2020.						
3	International Dr. Lot 80 Rancho Cordova Sacramento County CA	Sep-18 Closed	$1,970,000	199,069 4.57	Office Professional Mixed-Use		$9.90
	Comments: This is the sale of 4.57 acres zoned for office use. The buyer reportedly did not have plans to develop the site immediately and planned to use the parcel for parking in the interim. The parcel has off-sites in place.						
4	2.6 acres Granite Dr. & Sierra College Blvd. Granite Dr. & Sierra College Blvd. Rocklin Placer County CA	May-18 Closed	$1,650,000	113,256 2.60	Commercial		$14.57
	Comments: The property represents vacant land located adjacent to an anchored shopping center. The property was originally listed as three separate parcels totaling 6.5 acres of land area.						
5	8871 E Stockton Blvd. Elk Grove Sacramento County CA	Apr-18 Closed	$6,090,000	450,846 10.35	Shopping Center		$13.51
	Comments: This is a sale of vacant land zoned for retail use. The property has freeway visibility from State Highway 99 and all of the off-site improvements in place.						
	Subject Conference Center Drive Land Roseville, CA			479,160 11.00	Community Commercial - Special Area		

Comparable Land Sales Map – Commercial Use

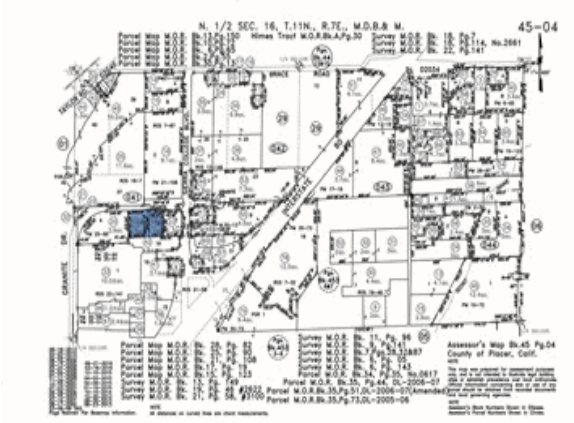


Sale 1
Vacant Land



Sale 2
1851 Freedom Way

Sale 3
International Dr. Lot 80



Sale 4
2.6 acres Granite Dr. & Sierra College Blvd.

Sale 5
8871 E Stockton Blvd.

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While we present percentage adjustments in the adjustment grid that follows, they are based on qualitative judgment rather than empirical research as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate the appraisers' thought process. Except for market conditions, our adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	There are no additional factors impacting the sale price of the comparables. No adjustments are necessary.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All comparables reflect fee simple transactions. No adjustments have been made.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	Each comparable transaction reflects typical cash to seller financing. No adjustments are required.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	We are not aware of any unusual conditions of sale. No adjustments have been made.

Adjustment Factor	Accounts For	Comments
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	The transactions occurred from May 2018 through July 2019. While market conditions generally improved over this period, COVID-19 remains a factor in the current market and has likely offset gains during the comparable transaction period. Therefore, no adjustments for market conditions have been made.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sale 3 is located in Rancho Cordova, which is an inferior location to Roseville. This sale has been adjusted upward.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	The subject has visibility from Highway 65, though access to the site is a bit circuitous. Sales 1 and 2 are similar to the subject because they are also visible from Highway 65, but are not directly accessible from main commercial thoroughfares. Sale 3 is adjusted upward because it lacks highway visibility. Sale 4 does not have highway visibility, but is easily accessible from Interstate 80 and has been adjusted downward. Similarly, Sale 5 has been adjusted downward for its superior access to Highway 99.
Size	Inverse relationship that often exists between parcel size and unit value.	The comparables range from 2.60 to 11.73 acres. Comparables under five acres have been adjusted downward.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	The subject and comparables offer average site utility. No adjustments are necessary.

Adjustment Factor	Accounts For	Comments
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	The subject and comparables each include commercial zoning designations. The zoning of Sale 3 focuses on office use, which typically commands a lower land value than retail or commercially zoned land. This sale has been adjusted upward.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	The subject is not currently entitled for commercial use, though it offers commercial zoning. The majority of comparables were also not entitled at the time of sale. The exception is Sale 2, which was fully entitled for the development of Living Spaces at the time of sale. This comparable has been adjusted downward.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Commercial Use

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Conference Center Drive Land	Vacant Land	1851 Freedom Way	International Dr. Lot 80	2.6 acres Granite Dr. & Sierra College Blvd.	8871 E Stockton Blvd.
Address	Conference Center Drive	1700 Freedom Way	1851 Freedom Way	International Dr. Lot 80	Granite Dr. & Sierra College Blvd.	8871 E. Stockton Blvd.
City	Roseville	Roseville	Roseville	Rancho Cordova	Rocklin	Elk Grove
County	Placer	Placer	Placer	Sacramento	Placer	Sacramento
State	California	CA	CA	CA	CA	CA
Sale Date		Jul-19	Jul-19	Sep-18	May-18	Apr-18
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$2,717,000	$6,695,000	$1,970,000	$1,650,000	$6,090,000
Square Feet	479,160	204,732	511,089	199,069	113,256	450,846
Acres	11.00	4.70	11.73	4.57	2.60	10.35
Zoning Code	CC/SA-NC	PD-SA-NC	PD-SA/NC	OPMU	C-2	SC
Zoning Description	Community Commercial - Special Area Overlay, North Central Roseville Specific Plan	Planned Dev., Special Area, Neighborhood Comm.	Planned Dev., Special Area, Neighborhood Comm.	Office Professional Mixed-Use	Commercial	Shopping Center
Price per Square Foot		**$13.27**	**$13.10**	**$9.90**	**$14.57**	**$13.51**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale		Market	Market	Market	Market	Market
% Adjustment		–	–	–	–	–
Market Conditions	5/18/2020	Jul-19	Jul-19	Sep-18	May-18	Apr-18
Annual % Adjustment		–	–	–	–	–
Cumulative Adjusted Price		**$13.27**	**$13.10**	**$9.90**	**$14.57**	**$13.51**
Location		–	–	10%	–	–
Access/Exposure		–	–	5%	-5%	-5%
Size		-5%	–	-5%	-7%	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	5%	–	–
Entitlements		–	-10%	–	–	–
Net $ Adjustment		-$0.66	-$1.31	$1.48	-$1.75	-$0.68
Net % Adjustment		-5%	-10%	15%	-12%	-5%
Final Adjusted Price		**$12.61**	**$11.79**	**$11.38**	**$12.82**	**$12.83**
Overall Adjustment		-5%	-10%	15%	-12%	-5%

Range of Adjusted Prices	**$11.38 - $12.83**
Average	**$12.29**
Indicated Value	**$12.00**

Land Value Conclusion – Commercial Use

Prior to adjustment, the sales range from $9.90 to $14.57 per square foot. After adjustment, the range is narrowed to $11.38 to $12.82 per square foot with an average of $12.29 per square foot. We give greatest weight to Sales 1 and 2, because both are located in Roseville with similar access and exposure characteristics to Highway 65. Our land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Square Foot	$12.00
Subject Square Feet	479,160
Indicated Value	$5,749,920
Rounded	$5,750,000

Hotel Use (11.00 Acres; 479,160 SF)

A 203-room hotel and 15,500 square foot convention center are envisioned for the subject property. To apply the sales comparison approach assuming hotel development, we searched for sale transactions within the following parameters:

- Location: Sacramento MSA
- Size: No restriction
- Use: Hotel use; at least 50 rooms
- Transaction Date: 2017 or later

For this analysis, we use price per room as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

It should be noted, the comparables include a range of 80 to 224 rooms, which brackets the subject vision of 203 rooms. However, the comparable site sizes range from 1.84 to 4.48 acres, with proposed densities of 25 to 58 rooms per acre. The conceptual vision for the subject includes 11 acres, which results in a density of 18 rooms per acre. This lower density can be attributed to the proposed inclusion of a conference and event center, which the comparables do not offer. Comparable 7, which will include 105 rooms on 4.20 acres, reflects the closest density to the subject at 25 rooms per acres.

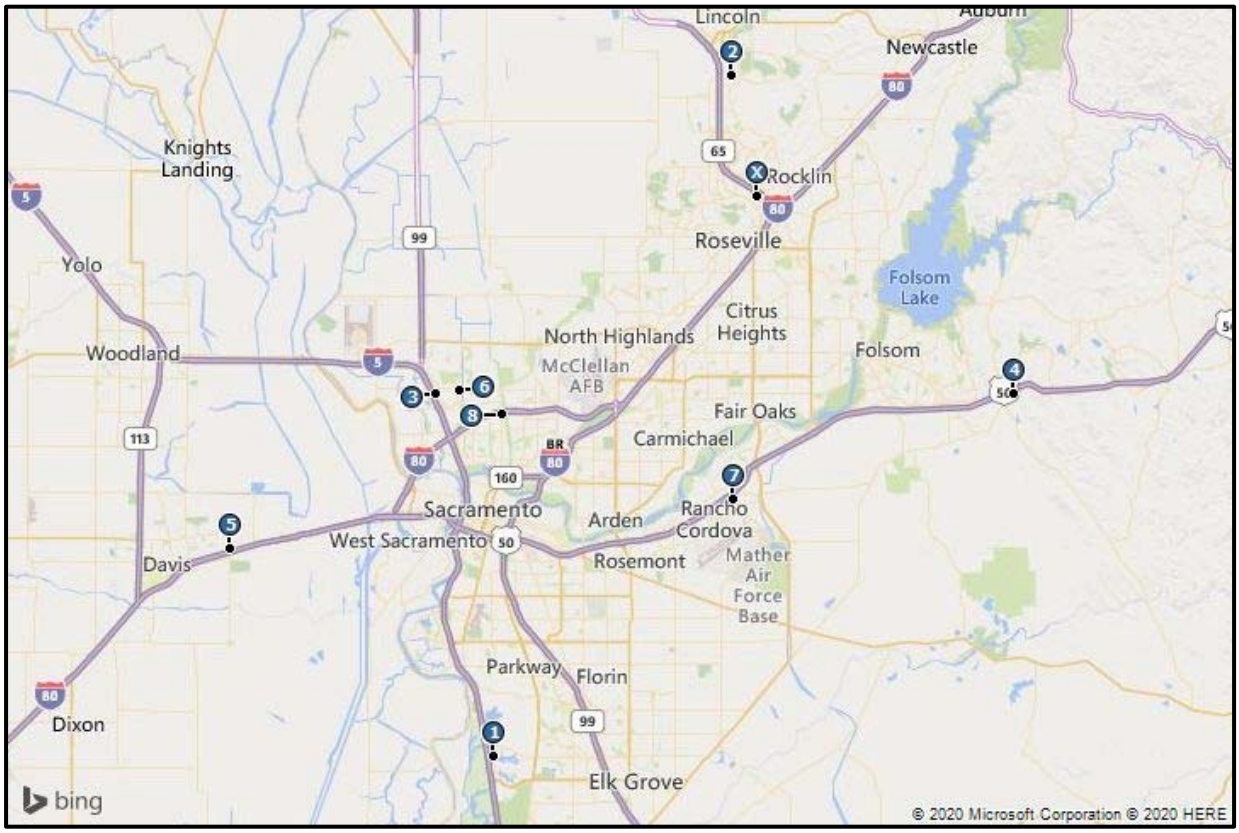
Summary of Comparable Land Sales - Hotel Use

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Rooms; Density (Rooms/Ac.)	Zoning	$/Room	$/SF Land
1	9180 Klaage Ct. Elk Grove Sacramento County CA	May-19 Closed	$1,825,000	80,150 1.84	108 58.7	Travel Commercial	$16,898	$22.77
	Comments: Property was entitled for a 108-room, four story Candlewood Suites at the time of sale. The buyer is hoping to open the hotel by the end of 2020. The property was previously approved for a 94-room Wingate hotel, but the previous owner was reportedly unable to secure financing. Property is proximate to Interstate 5.							
2	Vacant Commercial Land Galewind Dr. Lincoln Placer County CA	Nov-18 Closed	$1,364,000	135,036 3.10	104 33.5	Commercial	$13,115	$10.10
	Comments: This comparable represents the sale of vacant land zoned for commercial development. It is located adjacent to the Kaiser Permanente Lincoln Medical Center as well as several developing residential subdivisions. The buyer intends to a construct a 104-room La Quinta Inn & Suites Hotel. The property was unentitled at the time of sale.							
3	3041 Advantage Way Sacramento Sacramento County CA	Nov-18 Closed	$3,283,500	195,149 4.48	224 50.0		$14,658	$16.83
	Comments: Sale of vacant land located at the southeast quadrant of Interstate 5 and Del Paso Road. Buyer is proposing two hotels with a total of 224 rooms on the site, which enjoys visibility along I-5. The buyer plans to construct a 111-room Fairfield by Marriott which will include a lounge, pool, dining area, and fitness room. The buyer is also planning a 113-room Afloft hotel with a restaurant/bar, fitness room, conference room, and outdoor pool. The buyer was in the process of securing entitlements at the time of sale, with the Aloft hotel expected to be constructed first.							
4	2015 Vine Street 2015 Vine St. El Dorado Hills El Dorado County CA	Aug-17 Closed	$2,050,000	125,017 2.87	115 40.1	General Commercial, Planned Development	$17,826	$16.40
	Comments: The sale is of a vacant parcel located within El Dorado Hills Town Center. The parcel has freeway visibility from State Highway 50. A 115-room Aloft hotel is being proposed on the property (which appears to have been entitled at the time of sale), but the zoning (CG/PD) also allows for a variety of commercial uses.							

Summary of Comparable Land Sales

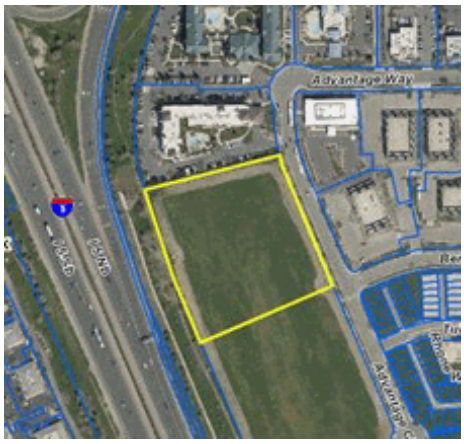
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Rooms; Density (Rooms/Ac.)	Zoning	$/Room	$/SF Land
5	4647-4652 Fermi Place 4647-4652 Fermi Pl. Davis Yolo County CA	Jul-17 Closed	$1,639,000	117,176 2.69	120 44.6		$13,658	$13.99
	Comments: Property was entitled at the time of sale, but the buyer took the property through the entitlement process prior to closing. Buyer is constructing a four-story, 120-room Marriott Residence Inn on the site, which is located at the southwest corner of Mace Blvd and 2nd Street. The improvements are expected to obtain a LEED gold certification and will open in March of 2020.							
6	Innovate Corp Center - 2599 Arena Blvd. Sacramento Sacramento County CA	Jul-17 Closed	$1,471,000	111,514 2.56	120 46.9	Commercial	$12,258	$13.19
	Comments: This property represents Parcel 2 in the Innovate Corporate Center. The site is proximate to both Interstates 50 and 5, north of downtown Sacramento. The buyer plans to construct a 120-room TownePlace Suites by Marriott. The property was entitled at the time of sale.							
7	SEC of White Rock Rd. & 10700 White Rock Rd. Rancho Cordova Sacramento County CA	Mar-17 Closed	$1,692,500	182,952 4.20	105 25.0	Office, Professional, Mixed-Use	$16,119	$9.25
	Comments: The property is located at the southeast corner of White Rock Road and Quality Drive in Rancho Cordova. It is zoned OPMU, and allows for office, professional, and mixed-use. The property sold fully entitled for a 79,308 SF three-story office building (Capital Center IV). It features curbs, gutters, sidewalks with no on-site improvements. There is no bond debt encumbering the property.							
8	3845 Rosin Ct Sacramento Sacramento County CA	Jan-17 Closed	$1,500,000	90,169 2.07	80 38.6	Highway Commercial	$18,750	$16.64
	Comments: This site fronts on a cul-de-sac with good exposure to the 80 Freeway in a moderate density area in the northern part of Sacramento. The property was entitled and approved to build an 80-room hospitality building. All utilities were to the site.							
	Subject Conference Center Drive Roseville, CA			479,160 11.00	203 18.5	Community Commercial - Special Area		

Comparable Land Sales Map – Hotel Use



Sale 1
9180 Klaage Ct.

Sale 2
Vacant Commercial Land



Sale 3
3041 Advantage Way

Sale 4
2015 Vine Street

Sale 5
4647-4652 Fermi Place

Sale 6
Innovate Corp Center - Parcel 2

Sale 7
SEC of White Rock Rd. & Quality Dr.

Sale 8
3845 Rosin Ct

Analysis and Adjustment of Sales

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	The comparables were not impacted by any additional factors which would affect sale price. No adjustments have been made.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All comparables reflect fee simple transactions. No adjustments are required.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	Each transaction reflects typical cash to seller financing. No adjustments are necessary.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	The comparables were not impacted by any unusual conditions of sale. No adjustments have been made.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	The sales occurred from January 2017 through May 2019. Market conditions have generally been improving over this time. As in the commercial land sale analysis, sales occurring in 2018 or later have not been adjusted upward due to the impact of COVID-19 on the current land market. A 3% adjustment has been to made to sales occurring in 2017 to account for market conditions between 2017 and 2018.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sale 2 has been adjusted upward for its location in Lincoln, while Sale 4 has been adjusted downward for its superior location in El Dorado Hills.

Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	The majority of comparables include similar access and exposure characteristics to the subject, with highway or interstate proximity and/or visibility. Though Sale 1 does not have highway visibility, it is located proximate to Interstate 5, which is more heavily trafficked than Highway 65. Therefore, the sale has not been adjusted. As these characteristics are offsetting. Sale 2 is proximate to Highway 65, but does not offer highway visibility. This sale has been adjusted upward. Sale 3 enjoys visibility from Interstate 5, and has similar access characteristics to the subject property; this sale has been adjusted downward slightly given its visibility and proximity to Interstate 5. Sale 4 enjoys some visibility from Highway 50, but does not have frontage along the highway. The comparable also has average access from Highway 50. No adjustment is required, as these factors offset each other. Sale 5 has inferior visibility to the subject property, but is proximate to Interstate 80 which is more heavily trafficked than Highway 65. No adjustment has been made due to these offsetting characteristics. Similar to other comparables, Sale 6 does not offer interstate visibility, but it proximate to the more heavily trafficked Interstate 5. As these factors offset each other, no adjustment is necessary.

Adjustment Factor	Accounts For	Comments
		Sale 7 does not have Highway visibility but offers superior access to Highway 50. These two characteristics are offsetting. Finally, Sale 8 has visibility from Interstate 80, as well as superior access. This sale has been adjusted downward.
Size	Inverse relationship that often exists between parcel size and unit value.	At 11 acres, the subject's acreage is significantly larger than many of the comparables. However, this analysis is conducted on a $/proposed room basis. The subject will include 203 rooms, and the majority of comparables include between 100 and 225 rooms. Sale 8 will include 80 rooms and has been adjusted downward slightly.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	The subject and comparable sites reflect average utility. No adjustments have been made.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	The subject and comparables include zoning designations which permit hotel use. No adjustments are necessary.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	The subject is owned by the city of Roseville, which envisions a hotel and conference center on the site. Therefore, the site is considered entitled for the purposes of this analysis. Sales 2 and 3 have been adjusted upward because they were either not entitled at the time of sale, or the buyer was in the process of securing entitlements.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Hotel Use

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7	Comparable 8
Name	Conference Center Drive Land	9180 Klaage Ct.	Vacant Commercial Land	3041 Advantage Way	2015 Vine Street	4647-4652 Fermi Place	Innovate Corp Center - Parcel 2	SEC of White Rock Rd. & Quality Dr.	3845 Rosin Ct
Address	Conference Center Drive	9180 Klaage Ct.	Galewind Dr.	3041 Advantage Way	2015 Vine St.	4647-4652 Fermi Pl.	2599 Arena Blvd.	10700 White Rock Rd.	3845 Rosin Ct.
City	Roseville	Elk Grove	Lincoln	Sacramento	El Dorado Hills	Davis	Sacramento	Rancho Cordova	Sacramento
County	Placer	Sacramento	Placer	Sacramento	El Dorado	Yolo	Sacramento	Sacramento	Sacramento
State	California	CA	CA	CA	CA	CA	CA	CA	CA
Sale Date		May-19	Nov-18	Nov-18	Aug-17	Jul-17	Jul-17	Mar-17	Jan-17
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		$1,825,000	$1,364,000	$2,383,500	$2,050,000	$1,639,000	$1,471,000	$1,692,500	$1,500,000
Price Adjustment		–	–	–	–	–	–	–	–
Description of Adjustment									
Effective Sale Price		$1,825,000	$1,364,000	$3,283,500	$2,050,000	$1,639,000	$1,471,000	$1,692,500	$1,500,000
Square Feet	479,160	80,150	135,036	195,149	125,017	117,176	111,514	182,952	90,169
Acres	11.00	1.84	3.10	4.48	2.87	2.69	2.56	4.20	2.07
Number of Rooms	203	108	104	224	115	120	120	105	80
Price per Room		**$16,898**	**$13,115**	**$14,658**	**$17,826**	**$13,658**	**$12,258**	**$16,119**	**$18,750**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–	–	–	–
Financing Terms		Cash to seller -	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	All cash
% Adjustment		–	–	–	–	–	–	–	–
Conditions of Sale		Market	Market	Market	Market	Market	Market	Market	Market
% Adjustment		–	–	–	–	–	–	–	–
Market Conditions	5/18/2020	May-19	Nov-18	Nov-18	Aug-17	Jul-17	Jul-17	Mar-17	Jan-17
Annual % Adjustment	3%	–	–	–	3%	3%	3%	3%	3%
Cumulative Adjusted Price		**$16,898**	**$13,115**	**$14,658**	**$18,361**	**$14,068**	**$12,626**	**$16,603**	**$19,313**
Location		–	5%	–	-10%	–	–	–	–
Access/Exposure		–	5%	-5%	–	–	–	–	-5%
Size		–	–	–	–	–	–	–	-5%
Shape and Topography		–	–	–	–	–	–	–	–
Zoning		–	–	–	–	–	–	–	–
Entitlements		–	10%	10%	–	–	–	–	–
Net $ Adjustment		$0	$2,623	$733	-$1,836	$0	$0	$0	-$1,931
Net % Adjustment		0%	20%	5%	-10%	0%	0%	0%	-10%
Final Adjusted Price		**$16,898**	**$15,738**	**$15,391**	**$16,525**	**$14,068**	**$12,626**	**$16,603**	**$17,381**
Overall Adjustment		0%	20%	5%	-7%	3%	3%	3%	-7%

Range of Adjusted Prices	**$12,626 - $17,381**
Average	**$15,654**
Indicated Value	**$16,000**

Land Value Conclusion – Hotel Use

Prior to adjustment, the sales ranged from $12,258 to $18,750 per room. After adjustment, the range is narrowed to $12,626 to $17,381 per room, with an average of $15,654 per room. We give greatest weight to Sales 1, 2, and 3, because they are the most recent. We also give consideration to Sale 7 because it reflects a density of 25 rooms per acre, which is most similar to the subject's conceptual plan. Therefore, we arrive at a value conclusion as follows:

Land Value Conclusion	
Indicated Value per Room	$16,000
Subject Rooms	203
Indicated Value	$3,248,000
Rounded	$3,250,000

As discussed, the conceptual plan for the subject includes 203 rooms within 11 acres, which reflects a lower density than the comparable properties. However, the subject property would also include a conference and event center, which the comparables do not include. There would be significant construction costs associated with the event center, and municipalities often offer developers incentives to assist in the financial feasibility of conference centers. Typically, conference center construction is the result of a public/private partnership. As previously noted, this appraisal is concerned with the land value of the subject site, and does not consider the going concern of the envisioned project. Therefore, it is our opinion the conference center would be primarily viewed as a significant cost obligation that would not necessarily be recovered without a public/private partnership. In other words, the conference center is not expected to incentivize market participants to pay more per room for the subject land, despite the lower density of the property.

Summary of Land Values

Based on this analysis, the market value as is and the market value as if developed for hospitality use are as follows:

Summary of Land Values

Parcel	Unit of Comparison	Units	Indicated Unit Value	Indicated Value	Rounded
Commercial Use	Total SF	479,160	$12.00	$5,749,920	$5,750,000
Hotel Use	Rooms	203	$16,000	$3,248,000	$3,250,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinions follow:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 18, 2020	$5,750,000
Market Value As If Developed for Hospitality Use	Fee Simple	May 18, 2020	$3,250,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 12 months.

Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 12 months.

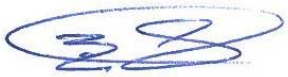
Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Lance Jordan, MAI, Eric Segal, MAI, and Laura Diaz have made personal inspections of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Lance Jordan, MAI, and Eric Segal, MAI, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Laura Diaz has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

Lance Jordan, MAI
Certified General Real Estate Appraiser
California Certificate # AG012709



Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558

Laura Diaz
Certified General Real Estate Appraiser
California Certificate # 3005037

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Sacramento, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Sacramento is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Sacramento. In addition, it is expressly agreed that in**

any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Sacramento is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Lance Jordan, MAI

Experience

Senior Managing Director for INTEGRA REALTY RESOURCES – Sacramento (IRR). Actively engaged in real estate valuation and consulting since 1989. Prior to joining IRR, was a partner with Seevers Jordan Ziegenmeyer since 1997. Extensive experience in the valuation of all forms of industrial properties, community/neighborhood shopping centers, office buildings - CBD and suburban, multi-family, hotels and motels, vacant land and special purpose properties. Clients served include banks and financial institutions, developers and investors, law and accounting firms, business/industry, government, and mortgage bankers. Valuations have been performed for financing, eminent domain purposes, as well as estate tax and estate planning. In summary, with over 28 years of experience in the field, he has developed the expertise and background necessary to deal with complex assignments covering a wide range of property types.

Professional Activities & Affiliations

Chairman: Appraisal Institute - Sacramento/Sierra Chapter - California Government Relations Committee, January 2015 - December 2017
Committee: Appraisal Institute - Sacramento/Sierra Chapter - California Government Relations, January 2014 - December 2017
Board of Director: Appraisal Institute - Sacramento/Sierra Chapter, January 2014 - December 2016
Appraisal Institute, Member (MAI) , May 2012
Vice President: Appraisal Institute - Sacramento/Sierra Chapter, January 2007 - December 2007
Other: Appraisal Institute - Sacramento/Sierra Chapter - Secretary/Treasurer, January 2006 - December 2006

Licenses

California, Certified General Real Estate Appraiser, AG012709, Expires January 2022

Education

Bachelor of Science - Accountancy, CSU - Sacramento, 1991
Recent Continuing Education:
Lake Tahoe Litigation Conference – Appraisal Institute
Forecasting Revenue – Appraisal Institute
Appraising Distressed Commercial Real Estate – Appraisal Institute
Litigation Appraising: Specialized Topics and Applications – Appraisal Institute
Business Practices and Ethics – Appraisal Institute
The Essentials, Current Issues & Misconceptions in Appraising – Appraisal Institute
Review Theory - General

Qualified Before Courts & Administrative Bodies

Court Appointed Expert Witness, Placer County Superior Courts, 2014

Integra Realty Resources
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ljordan@irr.com - 916-435-3883 x232

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Lance C. Jordan

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 012709

Effective Date: January 9, 2020
Date Expires: January 8, 2022

Jim Martin, Bureau Chief, BREA

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Eric Segal, MAI

Experience

Mr. Segal is a Certified General real estate appraiser and holds the Appraisal Institute's MAI designation. In 1998, Mr. Segal began his career in real estate as a research analyst/appraiser trainee for Richard Seevers and Associates. By 1999, he began writing narrative appraisal reports covering a variety of commercial properties, with an emphasis on residential master planned communities and subdivisions. Today, Mr. Segal is a partner in the firm and is involved in appraisal assignments covering a wide variety of properties including office, retail, industrial, multifamily housing, master planned communities, and specializes in the appraisal of Mello-Roos Community Facilities Districts and Assessment Districts for land-secured municipal financings, as well as multifamily developments under the U.S. Department of Housing and Urban Development's Multifamily Accelerated Processing (MAP) Guide. He has developed the experience and background necessary to deal with complex assignments covering an array of property types, with a particular focus on urban redevelopment in the cities of San Francisco, Monterey, Alameda and San Mateo. He has developed the experience and background necessary to deal with complex assignments covering an array of property types. Eric is currently Managing Director of the Integra-San Francisco office and Senior Managing Director of the Integra-Sacramento office.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI) Appraisal Institute, January 2016

Licenses

California, Certified General, AG026558, Expires February 2021
Nevada, Certified General, A.0207666-CG, Expires January 2021
Washington, Certified General, 20100611, Expires June 2021
Arizona, Certified General, CGA - 1006422, Expires January 2022

Education

Academic:
Bachelor of Science in Business Administration (Concentrations in Finance and Real Estate & Land Use Affairs), California State University, Sacramento

Appraisal and Real Estate Courses:
Uniform Standards of Professional Appraisal Practice
Appraisal Principles
Basic Income Capitalization
Highest & Best Use and Market Analysis
Advanced Income Capitalization
Report Writing and Valuation Analysis
Self-Storage Economics and Appraisal Seminar
Appraisal Litigation Practice and Courtroom Management
Hotel Valuations: New Techniques for today's Uncertain Times
Computer Enhanced Cash Flow Modeling
Advanced Sales Comparison & Cost Approaches
Advanced Applications
Supervisor-Trainee Course for California

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Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Eric A. Segal

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 026558

Effective Date: February 19, 2019
Date Expires: February 18, 2021

Jim Martin, Bureau Chief, BREA

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Laura Diaz

Experience

Ms. Diaz is a Certified General real estate appraiser. She began her career in real estate as a research analyst with Integra - Kentucky-Southern Indiana as she pursued her Master of Urban Planning degree. Since graduating in 2013, Ms. Diaz has been writing narrative appraisal reports for a variety of property types, including office, retail, industrial, multifamily housing, and commercial and agricultural land. She has also worked with special-purpose properties, including self-storage facilities, religious facilities, student housing projects, hotels, and data centers. In addition, Ms. Diaz has experience in multifamily market analysis, including development and analysis of survey techniques and models of demand for proposed multifamily projects. In 2017, Ms. Diaz relocated to the San Francisco Bay Area and joined the Integra - San Francisco office.

Licenses

California, Certified General Real Estate Appraiser, 3005037, Expires January 2022

Education

Academic:
Bachelor of Arts in English, University of Louisville
Master of Urban Planning, University of Louisville
Graduate Certificate in Real Estate Development, University of Louisville

Appraisal and Real Estate Courses:
Uniform Standards of Professional Appraisal Practice
Basic Appraisal Principles
Basic Appraisal Procedures
Real Estate Finance Statistics and Valuation Modeling
Site Valuation and Cost Approach
General Market Analysis and Highest and Best Use
Sales Comparison Approach
Income Capitalization Approach Part I
Income Capitalization Approach Part II
General Appraiser Report Writing and Case Studies
Expert Witness for Commercial Appraisers
Basic Hotel Appraising – Limited Service Hotels

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F

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Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Laura B. Diaz

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3005037

Effective Date: January 3, 2020
Date Expires: January 2, 2022

Jim Martin, Bureau Chief, BREA

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Property Information

Property Detail Report

For Property Located At :
, ROSEVILLE, CA

CoreLogic RealQuest

Owner Information

Owner Name:	**ROSEVILLE CITY OF**
Mailing Address:	**311 VERNON ST, ROSEVILLE CA 95678-2649 C009**
Vesting Codes:	/ /

Location Information

Legal Description:	**11.0 AC PAR 2 PMOR 35-5532 89**		
County:	**PLACER, CA**	APN:	**363-011-086-000**
Census Tract / Block:	**226.00 / 1**	Alternate APN:	
Township-Range-Sect:		Subdivision:	
Legal Book/Page:	**363-011**	Map Reference:	/
Legal Lot:		Tract #:	
Legal Block:		School District:	
Market Area:		School District Name:	
Neighbor Code:	**0103**	Munic/Township:	

Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	/	1st Mtg Amount/Type:	/
Sale Price:		1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	
Document #:		2nd Mtg Amount/Type:	/
Deed Type:		2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:			

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Year Built / Eff:	/	Total Rooms/Offices		Garage Area:	
Gross Area:		Total Restrooms:		Garage Capacity:	
Building Area:		Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	
Above Grade:		Construction:		Air Cond:	
# of Stories:		Foundation:		Pool:	
Other Improvements:	**Building Permit**	Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:		Acres:	**11.00**	County Use:	**VAC-COMMERCIAL (20)**
Lot Area:	**479,160**	Lot Width/Depth:	**x**	State Use:	
Land Use:	**COMMERCIAL ACREAGE**	Commercial Units:		Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:		Assessed Year:	**2019**	Property Tax:	
Land Value:		Improved %:		Tax Area:	**005001**
Improvement Value:		Tax Year:		Tax Exemption:	
Total Taxable Value:					

Addendum C

Comparable Data

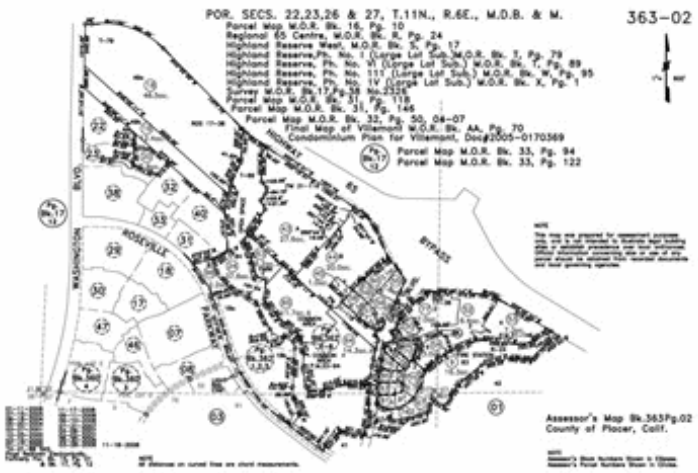
Land Sales - Commercial Use

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Commercial
Address:	1700 Freedom Way
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2451407



Sale Information

Sale Price:	$2,717,000
Effective Sale Price:	$2,717,000
Sale Date:	07/18/2019
Recording Date:	07/18/2019
Sale Status:	Closed
$/Acre(Gross):	$578,085
$/Land SF(Gross):	$13.27
Grantor/Seller:	BSO, LLC.
Grantee/Buyer:	Tower Roseville Freedom Way, LLC.
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2019-0041537
Verification Type:	Secondary Verification

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden-Arcade, CA
Acres(Gross):	4.70
Land-SF(Gross):	204,732
Zoning Code:	PD-SA-NC
Zoning Desc.:	Planned Dev., Special Area, Neighborhood Comm.
Source of Land Info.:	Public Records

Vacant Land

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	1851 Freedom Way
Sub-Property Type:	Commercial
Address:	1851 Freedom Way
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2277366

Sale Information

Sale Price:	$6,695,000
Effective Sale Price:	$6,695,000
Sale Date:	07/29/2019
Sale Status:	Closed
$/Acre(Gross):	$570,613
$/Land SF(Gross):	$13.10
Grantor/Seller:	BSO, LLC.
Grantee/Buyer:	Ryan Roseville, LLC.
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	053469
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar, Sacramento Business Journal

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	363-022-019
Acres(Gross):	11.73
Land-SF(Gross):	511,089
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	PD-SA/NC
Zoning Desc.:	Planned Dev., Special Area, Neighborhood Comm.
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Source of Land Info.:	Public Records

Comments

This comparable represents an 11.733 acre portion of a larger 25.9 acre parcel located within the Freedom Point Plaza in Roseville. The buyer has plans to construct an 110,000 square foot furniture store, identified as Living Spaces. Site work has begun and the store is slated to open in 2020.

Represents a portion of a larger 25.9 acre parcel

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	International Dr. Lot 80
Sub-Property Type:	Commercial, Office
Address:	International Dr. Lot 80
City/State/Zip:	Rancho Cordova, CA 95670
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	2208487

This is the sale of 4.57 acres zoned for office use. The buyer reportedly did not have plans to develop the site immediately and planned to use the parcel for parking in the interim. The parcel has off-sites in place.

The property's zoning is intended predominantly for office use, but commercial, service and residential uses may be integrated into office buildings or located horizontally in freestanding buildings. The district also allows some standalone uses that are not traditional or predominant office uses, such as hospitals, banks/financial institutions, hotels/motels, and recreation, education, and public assembly uses.

Sale Information

Sale Price:	$1,970,000
Effective Sale Price:	$1,970,000
Sale Date:	09/20/2018
Sale Status:	Closed
$/Acre(Gross):	$431,072
$/Land SF(Gross):	$9.90
Grantor/Seller:	Zinfandel Holdings Inc. / Britannia Pacific Properties
Grantee/Buyer:	United States of America Inc. / U.S. Department of Veterans Affairs
Property Rights:	Fee Simple
Financing:	Cash to seller
Recording No.:	201809201450
Verification Type:	Secondary Verification

Improvement and Site Data

Legal/Tax/Parcel ID:	072-0690-105
Acres(Gross):	4.57
Land-SF(Gross):	199,069
Zoning Code:	OPMU
Zoning Desc.:	Office Professional Mixed-Use
Source of Land Info.:	Public Records

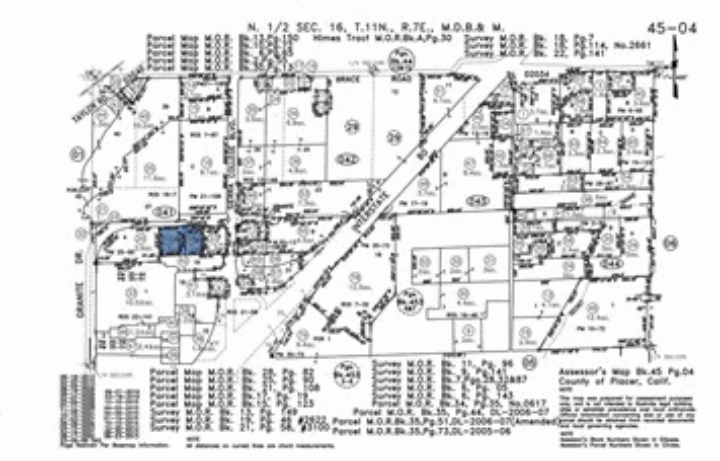
Comments

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	2.6 acres Granite Dr. & Sierra College Blvd.
Sub-Property Type:	Commercial
Address:	Granite Dr. & Sierra College Blvd.
City/State/Zip:	Rocklin, CA 95677
County:	Placer
Market Orientation:	Small Town - Non Metro
IRR Event ID:	1942844



Sale Information

Sale Price:	$1,650,000
Effective Sale Price:	$1,650,000
Sale Date:	05/22/2018
Recording Date:	07/12/2018
Sale Status:	Closed
$/Acre(Gross):	$634,615
$/Land SF(Gross):	$14.57
Grantor/Seller:	Trimms Pavilions LLC
Grantee/Buyer:	Jaskaran Ents, Inc.
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	49845
Verified By:	Blake Fassler
Verification Date:	09/28/2018
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	045-041-018, -019
Acres(Gross):	2.60
Land-SF(Gross):	113,256

Zoning Code:	C-2
Zoning Desc.:	Commercial
Source of Land Info.:	Public Records

Comments

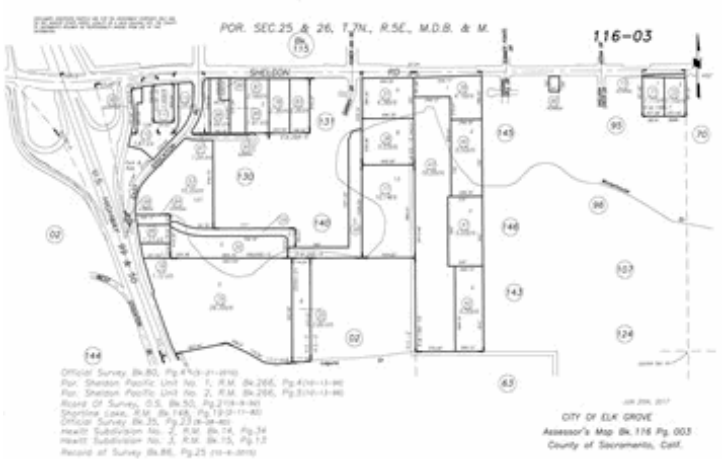
The property represents vacant land located adjacent to an anchored shopping center. The property was originally listed as three separate parcels totaling 6.5 acres of land area.

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	8871 E Stockton Blvd.
Sub-Property Type:	Commercial, Retail
Address:	8871 E. Stockton Blvd.
City/State/Zip:	Elk Grove, CA 95624
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	2229912



Sale Information

Sale Price:	$6,090,000
Effective Sale Price:	$6,090,000
Sale Date:	04/19/2018
Sale Status:	Closed
$/Acre(Gross):	$588,406
$/Land SF(Gross):	$13.51
Grantor/Seller:	L Street Winn LP
Grantee/Buyer:	Landing at Elk Grove LLC
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	1804200877
Verification Type:	Secondary Verification

Comments

This is a sale of vacant land zoned for retail use. The property has freeway visibility from State Highway 99 and all of the off-site improvements in place.

Improvement and Site Data

Legal/Tax/Parcel ID:	116-0030-053-0000
Acres(Gross):	10.35
Land-SF(Gross):	450,846
Zoning Code:	SC
Zoning Desc.:	Shopping Center
Source of Land Info.:	Public Records

Land Sales - Hotel Use

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	9180 Klaage Ct.
Sub-Property Type:	Commercial
Address:	9180 Klaage Ct.
City/State/Zip:	Elk Grove, CA 95758
County:	Sacramento
Market Orientation:	Small Town - Non Metro
IRR Event ID:	2173662

Sale Information

Sale Price:	$1,825,000
Effective Sale Price:	$1,825,000
Sale Date:	05/10/2019
Listing Price:	$1,950,000
Listing Date:	05/14/2019
Sale Status:	Closed
$/Acre(Gross):	$991,848
$/Land SF(Gross):	$22.77
$/Acre(Usable):	$991,848
$/Land SF(Usable):	$22.77
Grantor/Seller:	Sahara Enterprises, LLC
Grantee/Buyer:	Elk Grove Hospitality, LLC
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Exposure Time:	11 (months)
Financing:	Cash to seller - buyer obtained financing
Document Type:	Deed
Recording No.:	1905141144

Improvement and Site Data

Legal/Tax/Parcel ID:	119-1970-021
Acres(Usable/Gross):	1.84/1.84
Land-SF(Usable/Gross):	80,150/80,150
Usable/Gross Ratio:	1.00
Topography:	Level
Zoning Code:	TC
Zoning Desc.:	Travel Commercial
Source of Land Info.:	Public Records

Comments

Property was entitled for a 108-room, four story Candlewood Suites at the time of sale. The buyer is hoping to open the hotel by the end of 2020. The property was previously approved for a 94-room Wingate hotel, but the previous owner was reportedly unable to secure financing. Property is proximate to Interstate 5.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Vacant Commercial Land
Sub-Property Type:	Commercial, Retail
Address:	Galewind Dr.
City/State/Zip:	Lincoln, CA 95648
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2187248

Zoning Desc.:	Commercial
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$1,364,000
Effective Sale Price:	$1,364,000
Sale Date:	11/15/2018
Sale Status:	Closed
$/Acre(Gross):	$440,000
$/Land SF(Gross):	$10.10
$/Acre(Usable):	$440,000
$/Land SF(Usable):	$10.10
Grantor/Seller:	Pappas Arizona, LS
Grantee/Buyer:	James Guertin and Jeanette Lowe
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2018-0083497

Comments

This comparable represents the sale of vacant land zoned for commercial development. It is located adjacent to the Kaiser Permanente Lincoln Medical Center as well as several developing residential subdivisions. The buyer intends to a construct a 104-room La Quinta Inn & Suites Hotel. The property was unentitled at the time of sale.

Improvement and Site Data

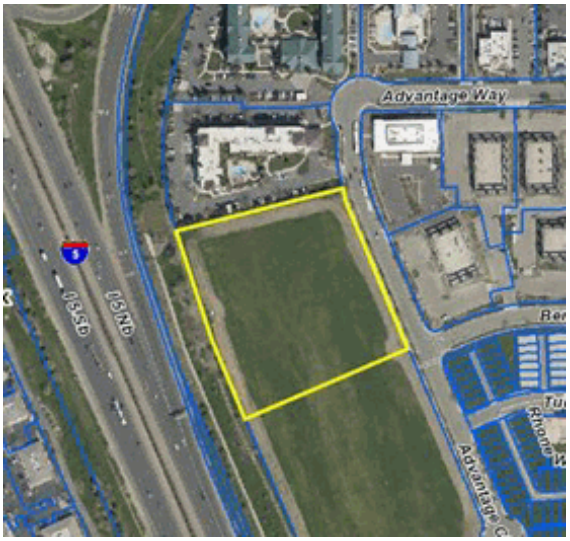
MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	329-010-068
Acres(Usable/Gross):	3.10/3.10
Land-SF(Usable/Gross):	135,036/135,036
Usable/Gross Ratio:	1.00
Zoning Code:	C

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	3041 Advantage Way
Sub-Property Type:	Commercial
Address:	3041 Advantage Way
City/State/Zip:	Sacramento, CA 95834
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	2326764



Frontage Feet:	417
Frontage Desc.:	Advantage Way
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$2,383,500
Effective Sale Price:	$3,283,500
Sale Date:	11/14/2018
Sale Status:	Closed
$/Acre(Gross):	$732,924
$/Land SF(Gross):	$16.83
$/Acre(Usable):	$732,924
$/Land SF(Usable):	$16.83
Grantor/Seller:	Alleghany Properties, LLC
Grantee/Buyer:	Shree Surya Hospitality, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	1811141228

Comments

Sale of vacant land located at the southeast quadrant of Interstate 5 and Del Paso Road. Buyer is proposing two hotels with a total of 224 rooms on the site, which enjoys visibility along I-5. The buyer plans to construct a 111-room Fairfield by Marriott which will include a lounge, pool, dining area, and fitness room. The buyer is also planning a 113-room Afloft hotel with a restaurant/bar, fitness room, conference room, and outdoor pool. The buyer was in the process of securing entitlements at the time of sale, with the Aloft hotel expected to be constructed first.

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	225-1960-012
Acres(Usable/Gross):	4.48/4.48
Land-SF(Usable/Gross):	195,149/195,149
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Corner Lot:	No

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	2015 Vine Street
Sub-Property Type:	Commercial
Address:	2015 Vine St.
City/State/Zip:	El Dorado Hills, CA 95762
County:	El Dorado
Market Orientation:	Suburban
IRR Event ID:	1942813

Sale Information

Sale Price:	$2,050,000
Effective Sale Price:	$2,050,000
Sale Date:	08/22/2017
Sale Status:	Closed
$/Acre(Gross):	$714,286
$/Land SF(Gross):	$16.40
$/Acre(Usable):	$714,286
$/Land SF(Usable):	$16.40
Grantor/Seller:	Town Center East LP
Grantee/Buyer:	2015 Vine Street LLC
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Exposure Time:	28 (months)
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	035543

Improvement and Site Data

MSA:	Sacramento
Legal/Tax/Parcel ID:	121-290-056-000
Acres(Usable/Gross):	2.87/2.87
Land-SF(Usable/Gross):	125,017/125,017
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	CG/PD
Zoning Desc.:	General Commercial, Planned Development
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas
Source of Land Info.:	Public Records

Comments

The sale is of a vacant parcel located within El Dorado Hills Town Center. The parcel has freeway visibility from State Highway 50. A 115-room Aloft hotel is being proposed on the property (which appears to have been entitled at the time of sale), but the zoning (CG/PD) also allows for a variety of commercial uses.

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	4647-4652 Fermi Place
Sub-Property Type:	Commercial
Address:	4647-4652 Fermi Pl.
City/State/Zip:	Davis, CA 95618
County:	Yolo
Market Orientation:	Suburban
IRR Event ID:	2326757

Shape:	Irregular
Corner Lot:	Yes
Frontage Feet:	285
Frontage Desc.:	Fermi Place
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$1,639,000
Effective Sale Price:	$1,639,000
Sale Date:	07/27/2017
Recording Date:	08/03/2017
Sale Status:	Closed
$/Acre(Gross):	$609,294
$/Land SF(Gross):	$13.99
$/Acre(Usable):	$609,294
$/Land SF(Usable):	$13.99
Grantor/Seller:	Buzz Oates, LLC
Grantee/Buyer:	Jackson Davis, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	19866

Comments

Property was entitled at the time of sale, but the buyer took the property through the entitlement process prior to closing. Buyer is constructing a four-story, 120-room Marriott Residence Inn on the site, which is located at the southwest corner of Mace Blvd and 2nd Street. The improvements are expected to obtain a LEED gold certification and will open in March of 2020.

Improvement and Site Data

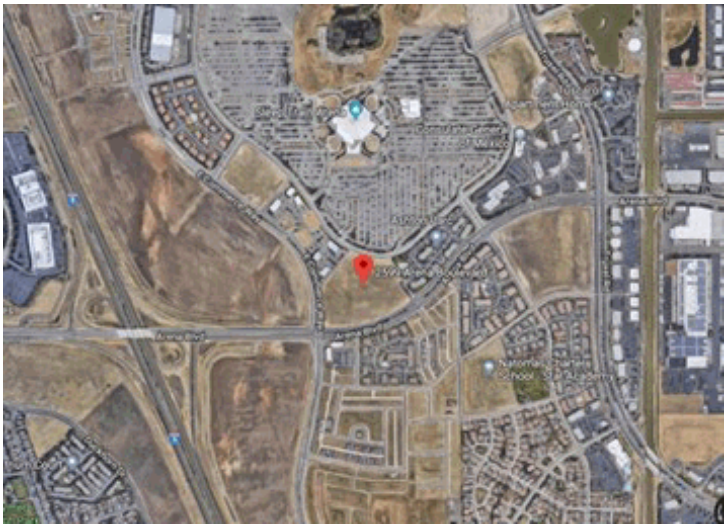
MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	071-424-004
Acres(Usable/Gross):	2.69/2.69
Land-SF(Usable/Gross):	117,176/117,176
Usable/Gross Ratio:	1.00

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Innovate Corp Center - Parcel 2
Sub-Property Type:	Commercial
Address:	2599 Arena Blvd.
City/State/Zip:	Sacramento, CA 95834
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	2173666



Source of Land Info.: Public Records

Sale Information

Sale Price:	$1,471,000
Effective Sale Price:	$1,471,000
Sale Date:	07/19/2017
Sale Status:	Closed
$/Acre(Gross):	$574,609
$/Land SF(Gross):	$13.19
$/Acre(Usable):	$697,156
$/Land SF(Usable):	$16.00
Grantor/Seller:	Natomas Arena Investors
Grantee/Buyer:	A3 Hospitality Natomas, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	201707190843

Comments

This property represents Parcel 2 in the Innovate Corporate Center. The site is proximate to both Interstates 50 and 5, north of downtown Sacramento. The buyer plans to construct a 120-room TownePlace Suites by Marriott. The property was entitled at the time of sale.

Improvement and Site Data

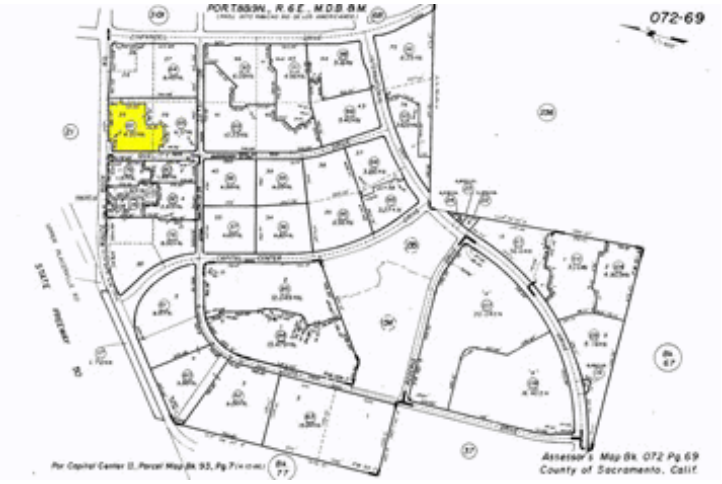
Legal/Tax/Parcel ID:	225-0070-120
Acres(Usable/Gross):	2.11/2.56
Land-SF(Usable/Gross):	91,911/111,513
Usable/Gross Ratio:	0.82
Topography:	Level
Zoning Code:	EC 40
Zoning Desc.:	Commercial

Land Sale Profile

Sale No. 7

Location & Property Identification

Property Name:	SEC of White Rock Rd. & Quality Dr.
Sub-Property Type:	Commercial, Office
Address:	10700 White Rock Rd.
City/State/Zip:	Rancho Cordova, CA 95670
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	1340396



Sale Information

Sale Price:	$1,692,500
Effective Sale Price:	$1,692,500
Sale Date:	03/01/2017
Contract Date:	03/28/2016
Sale Status:	Closed
$/Acre(Gross):	$402,976
$/Land SF(Gross):	$9.25
$/Acre(Usable):	$402,976
$/Land SF(Usable):	$9.25
Grantor/Seller:	MBJL Holdings, LLC
Grantee/Buyer:	Heritage Inn Rancho Cordova, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Exposure Time:	77 (months)
Financing:	Cash to seller
Document Type:	Contract of Sale

Sale Analysis

Current Use at T.O.S.:	Vacant Land
Entitlement @ T.O.S.:	Yes
Entitlement Status.:	Fully Entitled for a 79,308 SF three-story office building

Improvement and Site Data

Legal/Tax/Parcel ID:	072-0690-101-0000
Acres(Usable/Gross):	4.20/4.20
Land-SF(Usable/Gross):	182,952/182,952
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Corner Lot:	Yes
Zoning Code:	OPMU
Zoning Desc.:	Office, Professional, Mixed-Use
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas
Source of Land Info.:	Public Records

Comments

The property is located at the southeast corner of White Rock Road and Quality Drive in Rancho Cordova. It is zoned OPMU, and allows for office, professional, and mixed-use. The property sold fully entitled for a 79,308 SF three-story office building (Capital Center IV). It features curbs, gutters, sidewalks with no on-site

Comments (Cont'd)

improvements. There is no bond debt encumbering the property.

Land Sale Profile

Sale No. 8

Location & Property Identification

Property Name:	3845 Rosin Ct
Sub-Property Type:	Commercial
Address:	3845 Rosin Ct.
City/State/Zip:	Sacramento, CA 95834
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	1488298

Source of Land Info.: Public Records

Sale Information

Sale Price:	$1,500,000
Effective Sale Price:	$1,500,000
Sale Date:	01/17/2017
Listing Price:	$1,800,000
Sale Status:	Closed
$/Acre(Gross):	$724,638
$/Land SF(Gross):	$16.64
Grantor/Seller:	Northgate Properties
Grantee/Buyer:	Northgate Investment Group LLC
Property Rights:	Fee Simple
Financing:	All cash
Document Type:	Other
Recording No.:	170117-1264

Comments

This site fronts on a cul-de-sac with good exposure to the 80 Freeway in a moderate density area in the northern part of Sacramento. The property was entitled and approved to build an 80-room hospitality building. All utilities were to the site.

Improvement and Site Data

Legal/Tax/Parcel ID:	250-0010-090-0000
Acres(Gross):	2.07
Land-SF(Gross):	90,169
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	HC
Zoning Desc.:	Highway Commercial

Addendum D

Engagement Letter

Integra Realty Resources
Sacramento

3825 Atherton Road
Suite 500
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774
www.irr.com

April 1, 2020

Laura Matteoli
Economic Development Director
City of Roseville - Economic Development Department
Civic Center
311 Vernon Street
Roseville, California 95678

SUBJECT: Vacant Land
11± acre site identified by Assessor's Parcel Number 363-011-086
Roseville, Sacramento County, California 95678

Dear Ms. Matteoli:

Thank you for considering Integra Realty Resources – Sacramento for your real estate valuation needs. Enclosed is my Agreement for Appraisal Services pertaining to the above referenced property. The total fee for delivery of the completed appraisal report will be $9,000.

Please return a signed copy of the attached Agreement to my office at your earliest convenience. The appraisal fee will be due 30 days NET after delivery of completed report. Provided the signed contract is received within 3 business days, we anticipate delivery of the completed report no later than 3± weeks from receipt of the signed contract.

In accordance with the attached Agreement for Appraisal Services, the scope of this assignment will require IRR – Sacramento to consider all relevant and applicable approaches to value as determined during the course of our research, analysis of the subject property and preparation of the report.

If you have any questions, please do not hesitate to contact me at 916-435-3883, ext. 232 or by e-mail at ljordan@irr.com.

Respectfully submitted,

Integra Realty Resources - Sacramento

Lance Jordan
Certified General Real Estate Appraiser
CA Certificate # AG012709
Telephone: 916-435-3883, ext. 232
Email: ljordan@irr.com

Attachments

Agreement for Appraisal Services

The terms of the agreement are outlined as follows:

Date of the Agreement	April 1, 2020
Parties to the Agreement	Integra Realty Resources – Sacramento (also identified as "IRR") and City of Roseville (the "Client").
Purpose of the Appraisal	To provide an opinion of market value of the fee simple interest in the subject property. Market value under two scenarios: 1. Based on the property's Highest and Best Use 2. Based on hotel/conference center development
Intended User	The client and intended user is City of Roseville - Economic Development Department. The appraisal is not intended for any other user.
Intended Use	This appraisal is intended to be used for establishing the market value of the subject property for marketing purposes. The appraisal is not intended for any other use.
Effective Date of Value	Date of inspection.
Appraised Property	The subject property is located at 11± acre site identified by Assessor's Parcel Number 363-011-086, Roseville California 95678.
USPAP Compliance	The appraisal will be prepared in conformance with and subject to the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.
Prior Services	The Ethics Rule of USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
Scope of Work	In accordance with our correspondence, the scope of this

	assignment will require IRR – Sacramento to consider all relevant and applicable approaches to value as determined during the course of our research, subject property analysis and preparation of the report. Please note, Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a Federally-regulated financial institution.
Appraisal Report Format	The appraisal will be communicated in an Appraisal Report – Summary / Standard format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.
Fee	The total fee for this assignment will be $9,000. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the subject property for any amounts owed pursuant to this engagement.
Start, Acceptance, and Delivery Dates	Provided the signed contract is received within 3 business days, we will commence work on the assignment. Additionally, with these conditions met we anticipate delivery of the appraisal report within 3 weeks. This delivery date is contingent on the absence of events outside our control, timely access for inspection of the subject property, as well as our receipt of all requested information necessary to complete the assignment.
Report Copies	A PDF of the appraisal report will be provided.
Inspection Disclosure	Please be advised that we are not experts in the areas of

	building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisal will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.
Litigation Clause	In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony.
Use of Data	You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Sacramento and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).
Conflicts of Interest	If we discover during the course of preparing the appraisal there is a conflict of interest with a separate IRR office, we reserve the right to cancel the agreement and withdraw from the assignment without incurring penalties.

If you agree with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

AGREED & ACCEPTED BY:

Integra Realty Resources – Sacramento

Lance Jordan
Managing Director

April 1, 2020

AGREED & ACCEPTED BY:

Laura Matteoli

Laura Matteoli
lmatteoli@roseville.ca.us
916-774-5284

April 2, 2020

Date

ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The subject property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the subject property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the subject property more or less valuable. Furthermore, there is no asbestos in the subject property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The subject property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the subject property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the subject property without compensation relative to such additional employment.
6. We have made no survey of the subject property and assume no responsibility in connection with such matters. Any sketch or survey of the subject property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers

the subject property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the subject property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the subject property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the subject property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the subject property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the subject property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the subject property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR – Sacramento and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the subject property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. IRR – Sacramento is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the

engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

25. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the subject property.

26. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

Preliminary Report Top Sheet

♦ HELP US STAY ON TOP OF YOUR TRANSACTION ♦

IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals recently filed bankruptcy?
- Do any of the principals plan to use a power of attorney?
- Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress or incomplete construction?
    - Any construction completed in the last year?
    - Any construction completed in the last 4 months?
- Is there a mobile or manufactured home on the property?
- Are the sellers a non-resident alien or a foreign out of country seller?
- Is the property an investment property or not considered seller's principal residence?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

Placer Title Company

Placer Title Company
1508 Eureka Road, Suite 150
Roseville, CA 95661
Phone: (916)782-3711
Fax: (800) 521-1393

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Order No.:	P-345033
Reference:	Follow
Escrow Officer:	Tracy Murphy
Email:	tmurphy@placertitle.com
Email Loan Docs To:	110edocs@placertitle.com
Proposed Insured:	
Proposed Loan Amount:	
Proposed Underwriter:	Westcor Land Title Insurance Company
Property Address:	290 Conference Center Drive, Roseville, CA 95678

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: July 17, 2019 at 7:30AM
Title Officer: Scott Lumry

The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

The City of Roseville, a municipal corporation

The land referred to in this report is described as follows:

See Exhibit “A” Attached for Legal Description

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 40a, as shown on the Parcel Map of Lot 40, Highland Reserve South", filed for record August 11, 2005, in Book 32, Page 89 of Parcel Maps.,

APN: 363-011-086-000

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2019-2020, a lien, not yet due or payable.

2. County Taxes for the fiscal year, 2018-2019,- property not currently assessed.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

4. A special assessment for the City of Roseville North Central Community Facilities District #1, in accordance with the "Mello Roos Community Facilities Act of 1982". Said assessments are/or will be collected with the annual tax bill.

5. Any taxes , liens or assessments, levied by the CIty of Roseville Lighting and Landscaping District

6. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded September 25, 1984, (book) 2735 (page) 744, Official Records.

   Document Link

7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded May 2, 1989, (book) 3620 (page) 589, Official Records.

   Document Link

8. Dedications as set forth and shown on the official map of Regional Center 65, filed September 25.1990, in Map Book "R" at page 24, Placer County records, as follows:

   a. Utility easements affecting the North 40 feet
   b. Public utility and bike path easement affecting the Westerly 25 feet.

9. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded December 7, 1990, (instrument) 90-70287, Official Records.

   Contains: Mortgagee Protection Clause
   Contains: No Reversionary Clause

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Document Link

Said CC&Rs were also recorded December 7, 1990, as instrument 90-79378, Official Records.

Document Link

Modifications recorded as follows:
a) May 12, 1995, as Instrument No. 95-0024499, Official Records
b) December 17, 1997, as Instrument No. 97-80505, Official Records
c) March 25, 1998, as Instrument No. 98-019773, Official Records

Document Link
Document Link
Document Link

10. Terms, conditions and provisions contained in the Easement Agreement, recorded June 30, 1999, as (instrument) 99-0058611, Official Records.

Document Link

11. Terms, conditions and provisions contained in the Easement and Maintenance Agreement, recorded October 17, 2003, as (instrument) 2003-0178320, Official Records.

Document Link

12. Dedications as set forth and shown on the official map of said subdivision referred to in the legal description as follows:

a. Relinquishment of access over the Northerly property line
b. Private Access and Public Utility Easement affecting that portion shown as Conference Center Drive
c. Notes as contained therein.

13. Terms, conditions and provisions contained in the Grant of Reciprocal Rights and Declaration of Restrictions Regarding Access OnConstruction and Parking, recorded August 11, 2005, as , Official Records.

Document Link

14. Terms, conditions and provisions contained in the Notice of Agreement Affecting Real Property, recorded August 11, 2005, as (instrument) 2005-0106462, Official Records.

Document Link

15. Terms, conditions and provisions contained in the Use Restriction Agreement, recorded August 15, 2005, as (instrument) 2005-108027, Official Records.

Document Link

16. We find no open deeds of trust of record. Escrow please confirm before closing.

17. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

18. A Resolution authorizing the herein contemplated transaction must be proivded to Title Department for review and approval prior to close of escrow.

********** SPECIAL INFORMATION **********

*** CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is Commercial/Other and that the property address is:

290 Conference Center Drive, Roseville, CA 95678

***NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

*** DISCLOSURE OF DISCOUNTS ***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

*** LENDER'S NOTE ***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

*** BUYER'S NOTE ***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.

2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.

3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.

4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.

5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
Attachment One (Rev 06-05-14)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is $300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.

2. If the amount realized exceeds $300,000 but does not exceed $1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)

3. If the amount realized exceeds $1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is $25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
    a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
    b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
    c. The seller has a loss or zero gain for California income tax purposes on this sale; or
    d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
    e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
    f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
    g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
    h. The seller is a tax-exempt entity under either California or federal law; or
    i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
    j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
    k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
    l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of $50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title
Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRIVACY POLICY
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

Our Privacy Policy applies to each customer who purchases a WLTIC title insurance policy. Typically, this means that the customer covered by our Privacy Policy at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

It is the policy of WLTIC not to share nonpublic personal information that it collects with anyone other than our policy issuing agents as necessary to complete the real estate settlement services and issue the title insurance policy requested by our customer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures to those that WLTIC uses to protect this information and only to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

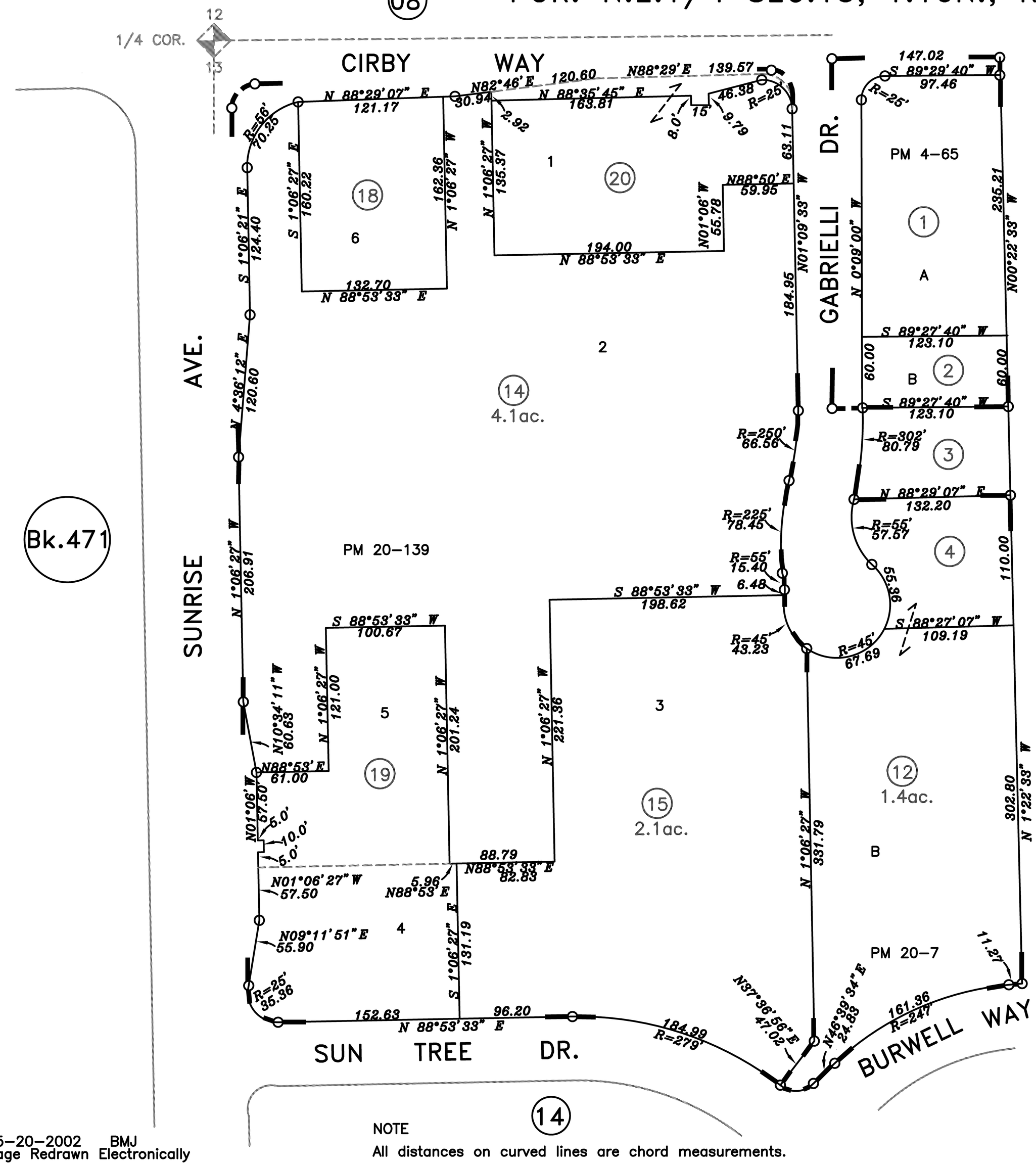
POR. N.E.1/4 SEC.13, T.10N., R.6E., M.D.B.&M.

08

Parcel M.O.R. Bk. 4, Pg. 65
Parcel M.O.R. Bk. 16, Pg. 149
Parcel M.O.R. Bk. 20, Pg. 7
Parcel M.O.R. Bk. 20, Pg. 139

470–25

1"= 100'



NOTE
All distances on curved lines are chord measurements.

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Bk.471

Assessor's Map Bk.470 Pg.25
County of Placer, Calif.

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

05–20–2002 BMJ
Page Redrawn Electronically

COUNCIL COMMUNICATION

CC #: 1165
File #: 0203-04

Title:	300 Taylor Street Demolition Project (RFQ 10-3270) – Contract Purchase Agreement
Contact:	Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement (3000982) with G W Demolition Inc., and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff recommends authority for a 10% construction contingency.

BACKGROUND

Located at 505 Royer Street, on the corner of Royer Street and Taylor Street, the project site is comprised of three parcels totaling 1.17 acres and includes a 7,800 square foot building and 54 space parking lot. The City purchased the existing building from the County in June of 2014 and the building was last utilized for the Placer County Superior Court offices. To help incentivize development of the subject property, the City will demolish the vacant building by spring of 2021 to provide a vacant site to a developer. The property is zoned Commercial/Special Area – Downtown (CM/SA-DT), which allows for a variety of use types including mixed-use, retail, restaurants, public/quasi-public, offices, multifamily residential, live/workspace, and public markets.

A formal bid was issued with the following vendor responses:

Bidder	**Lump Sum Total**
G W Demolition Inc. **Rio Linda, CA**	*** $69,497.00 ($69,477.00)**
Bullard, Inc. Citrus Heights, CA	$249,702.00
WCE Inc. dba West Coast Environmental Rancho Cordova, CA	$199,775.00
Resource Environmental Inc. Long Beach, CA	$120,000.00

Dragon Demolition *$127,011.00 ($132,500.00)
Chico, CA

Two Rivers Demolition, Inc. $199,150.00
Rancho Cordova, CA

Mark Scott Construction Inc. *$283,820.00 ($283,765.00)
Pleasant Hill, CA

The bid documents requested one total price for the combined asbestos abatement, demolition and grading. Bidders were also asked to provide a price per cubic yard for fill dirt if it is determined that additional fill will be needed to complete the grading portion of the project beyond what currently exists at the site.

After staff reviewed the bids, it was discovered that three bidders made mathematical errors when calculating their grand total as noted above by the asterisks. The bid results were not impacted and G W Demolition Inc. is still the lowest bidder.

FISCAL IMPACT

The cost of the agreement is $69,477. Authorized change orders on an as-needed basis up to 10% ($6,947.70), as a construction contingency, would bring the total contract amount to $76,424.70. Funding is included in the FY2020-21 General Fund Rental Facilities - Renovation and Restoration capital improvement project.

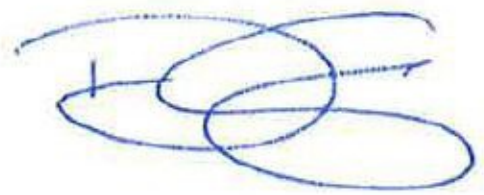
ENVIRONMENTAL REVIEW

The proposed project was previously evaluated in the Downtown Specific Plan EIR (certified in 2007, SCH No.2007102090), and identified in the associated Downtown Specific Plan. Demolition of the building at 300 Taylor Street is within the scope of the project covered by the Downtown Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of planned community infrastructure and facilities, including removal of existing structures with the intent to replace those structures, to the extent applicable. Because the project is consistent with the Downtown Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Downtown Specific Plan EIR will be implemented during the 300 Taylor Street Demolition Project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-495

Contract Purchase Agreement

RESOLUTION NO. 20-495

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND G W DEMOLITION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000982) for the 300 Taylor Street Demolition Project, by and between the City of Roseville and G W Demolition Inc., has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3000982

Supplier Details:

Company	G W Demolition Inc
Contact	Crystal Smith
Address	2236 Q Street
	Rio Linda, CA 95673

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000982

Agreement	**3000982**
Agreement Date	**04-NOV-2020**
Revision	**0**
Agreement Amount	**69,477.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**G W Demolition Inc** 2236 Q Street Rio Linda, CA 95673
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	crystal@gwdemolition.com

Description of Labor, equipment and/or materials

SHALL PROVIDE ABATEMENT, DEMOLITION, AND GRADING SERVICES IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3270, 300 TAYLOR STREET DEMOLITION PROJECT.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11452	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00830810

Contractor License No. 831594

DIR Registration No. 1000010451

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg. - 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	GW Demolition Inc
DATE	11/09/2020

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Gary Welliver
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	**Dominick Casey**
Title:	**City Manager**

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CE11511000451
Premium $ 1,687.00

EXECUTED IN DUPLICATE

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Taylor Street Demolition Project (Contract Purchase Agreement 3000982))

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to G W Demolition Inc as contractor ("PRINCIPAL") for the public work described as Taylor Street Demolition Project (Contract Purchase Agreement 3000982) (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Philadelphia Indemnity Insurance Company, a Philadelphia, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Sixty-Nine Thousand, Four Hundred Seventy-Seven Dollars and 00/100 dollars ($ 69,477.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 5th day of November, 2020.

PRINCIPAL:
G W Demolition Inc

BY: _____

PRINT NAME: Gary Welliver

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:
Philadelphia Indemnity Insurance Company

BY: _____

PRINT NAME: John T. Page

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Philadelphia Indemnity Insurance Company
251 South Lake Ave., Ste. 360
Pasadena, CA 91101

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. #2206140
Notary Public - California
Sacramento County
My Comm. Expires July 20, 2021

NRO1 NRO1

Signature _____ **(Seal)**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John T. Page, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept 25, 2021
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CE11511000451
Premium $ INCLUDED

EXECUTED IN DUPLICATE

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Taylor Street Demolition Project (Contract Purchase Agreement 3000982))

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to G W Demolition Inc as contractor ("PRINCIPAL"), for the public work described as Taylor Street Demolition Project (Contract Purchase Agreement 3000982) (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Philadelphia Indemnity Insurance Company, a Philadelphia, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Sixty-Nine Thousand, Four Hundred Seventy-Seven Dollars and 00/100 dollars ($ 69,477.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 5th day of November, 20 20.

PRINCIPAL:
G W Demolition Inc

BY: _____

PRINT NAME: Gary Welliver

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:
Philadelphia Indemnity Insurance Company

BY: _____

PRINT NAME: John T. Page

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Philadelphia Indemnity Insurance Company
251 South Lake Ave., Ste. 360
Pasadena, CA 91101

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. #2206140
Notary Public - California
Sacramento County
My Comm. Expires July 20, 2021

NRO1 NRO1

Signature _____ **(Seal)**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John T. Page, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Contract Purchase Agreement 3000982

Supplier Details:

Company	G W Demolition Inc
Contact	Crystal Smith
Address	2236 Q Street
	Rio Linda, CA 95673

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000982

Agreement	**3000982**
Agreement Date	**04-NOV-2020**
Revision	**0**
Agreement Amount	**69,477.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**G W Demolition Inc** 2236 Q Street Rio Linda, CA 95673
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	crystal@gwdemolition.com

Description of Labor, equipment and/or materials

SHALL PROVIDE ABATEMENT, DEMOLITION, AND GRADING SERVICES IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3270, 300 TAYLOR STREET DEMOLITION PROJECT.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11452	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00830810

Contractor License No. 831594

DIR Registration No. 1000010451

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	GW Demolition Inc
DATE	11/09/2020

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Gary Welliver
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	**Dominick Casey**
Title:	**City Manager**

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CE11511000451
Premium $ 1,687.00

EXECUTED IN DUPLICATE

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Taylor Street Demolition Project (Contract Purchase Agreement 3000982))

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to G W Demolition Inc as contractor ("PRINCIPAL") for the public work described as Taylor Street Demolition Project (Contract Purchase Agreement 3000982) (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Philadelphia Indemnity Insurance Company, a Philadelphia, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Sixty-Nine Thousand, Four Hundred Seventy-Seven Dollars and 00/100 dollars ($ 69,477.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 5th day of November, 2020.

PRINCIPAL:
G W Demolition Inc

BY: _____

PRINT NAME: Gary Welliver

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:
Philadelphia Indemnity Insurance Company

BY: _____

PRINT NAME: John T. Page

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Philadelphia Indemnity Insurance Company
251 South Lake Ave., Ste. 360
Pasadena, CA 91101

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. #2206140
Notary Public - California
Sacramento County
My Comm. Expires July 20, 2021
NRO1 NRO1

Signature _____ **(Seal)**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John T. Page, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CE11511000451
Premium $ INCLUDED

EXECUTED IN DUPLICATE

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Taylor Street Demolition Project (Contract Purchase Agreement 3000982))

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to G W Demolition Inc as contractor ("PRINCIPAL"), for the public work described as Taylor Street Demolition Project (Contract Purchase Agreement 3000982) (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Philadelphia Indemnity Insurance Company, a Philadelphia, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Sixty-Nine Thousand, Four Hundred Seventy-Seven Dollars and 00/100 dollars ($ 69,477.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 5th day of November, 20 20.

PRINCIPAL:
G W Demolition Inc

BY: _____

PRINT NAME: Gary Welliver

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:
Philadelphia Indemnity Insurance Company

BY: _____

PRINT NAME: John T. Page

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Philadelphia Indemnity Insurance Company
251 South Lake Ave., Ste. 360
Pasadena, CA 91101

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NRO1 KATHERINE DUPONT NRO1
COMM. #2206140
Notary Public - California
Sacramento County
My Comm. Expires July 20, 2021

Signature _____ **(Seal)**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John T. Page, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

COUNCIL COMMUNICATION

CC #: 1181
File #: 0800-03

Title: Electric Utility Wildfire Mitigation Plan
Contact: Jason Grace 916-774-5643 jgrace@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Roseville Electric Utility staff recommends City Council accept the Electric Utility Wildfire Mitigation Plan consultant's report.

BACKGROUND

The purpose of the Electric Utility Wildfire Mitigation Plan (Plan) is to ensure the safety of the public and City employees with regard to utility operations, and meet the requirements of Senate Bill 901 (SB 901) and other regulatory requirements.
The Plan describes the range of activities the utility is taking to mitigate the threat of wildfires ignited by power lines and other equipment. It is subject to review by the City Council and is implemented by the Electric Department Director and his/her designees. The Plan complies with the requirements of the Public Utilities Code section 8387 for publicly-owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter.

The City of Roseville is located in a region of the state with a very low wildfire risk. No part of the City's electric service territory is located in or near the High Fire Threat District (HFTD) designated in the California Public Utilities Commission's (CPUC) Fire-Threat Map.

FISCAL IMPACT

There is no cost associated with the acceptance of the Plan.

ENVIRONMENTAL REVIEW

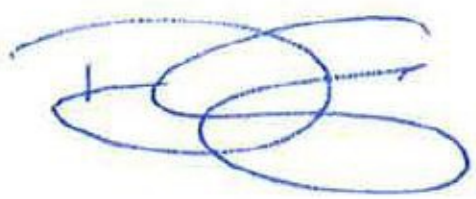
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and§15378.
Acceptance of the Electric Utility Wildfire Mitigation Plan meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jason Grace, Electric Operations Manager

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Independent Evaluator Report

Wildfire Mitigation Plan

December 1, 2020

Subject: Independent Evaluation Report of Roseville Electric Utility's 2021 Wildfire Mitigation Plan

Introduction

Roseville Electric Utility (REU) contracted with Dudek to engage in an independent evaluation of its Wildfire Mitigation Plan (WMP). This independent evaluation report (Report) describes the technical review and evaluation of the WMP prepared by Dudek, performed in November 2020 and completed on December 1, 2020.

Dudek conducted an evaluation of REU's WMP, as required under California Public Utilities Code (PUC) §8387(b). PUC §8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in CPUC Docket No. R.18-10-007 (ALJ Ruling), applies to local publicly owned electric utilities and required preparation of a WMP before January 1, 2020, and revising/updating the WMP in 2020 and annually thereafter.

The WMP requirements are codified in the California Public Utilities Code (PUC) §8387 for local publicly owned electric utilities (POUs). PUC §8387(c) requires that an independent evaluator review and assess the comprehensiveness of a POU's WMP and issue a summary report.

Dudek conducted an initial review of REU's WMP (Date Revised: December 19, 2019) and provided recommendations for clarifications/modifications on November 20, 2020. The focus of the evaluation was to determine whether the WMP included all elements required under PUC §8387(b)(2) (listed in Appendix A). The following summarizes the recommended clarifications/modifications identified during the initial review, by required element. Required elements not identified below were determined to satisfactorily meet code requirements in the WMP.

(b)(1) There have been no updates to the WMP for submittal by the July 1, 2021 deadline.

(A) While the staff responsibilities are clearly stated, it is not clear which person(s) are responsible for executing the plan.

(F) While protocols are included regarding notification and communication, it is unclear as to what mitigation protocols are proposed regarding potential public safety impacts to first responders, health facilities or the communication infrastructure.

(J)(i) The risks and risk drivers related to design, construction, operation and maintenance are not addressed.

(N)(i) The section should be enhanced to include details on how the monitoring will occur throughout the year.

(N)(iii) It is not clear how effectiveness of the inspections is monitored.

(c) The 2019 independent evaluation report is not available on the internet website of the REU.

Following updates to all of the above, the 2021 WMP (Date Revised: November 25, 2020) was found to meet all the requirements of PUC §8387.

I. Wildfire Mitigation Plan Requirements

A. Senate Bill 901

Per SB 901, all Publicly Owned Utilities (POUs) are required to adopt a Wildfire Mitigation Plan (WMP), which shall be reviewed by an independent third-party evaluator. SB 901 requires the governing board to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment. The bill directs electrical utilities to annually prepare WMPs that include several mitigation and response elements in each utility's strategies, protocols, and programs. Each electric utility is to prepare and adopt a comprehensive WMP before January 1, 2020. The requirements for POUs are presented in PUC §8387. In addition, the WMP shall be reviewed by an approved, independent, third-party evaluator to review and assess the comprehensiveness of, and the POU's compliance with, this Plan.

B. AB 1054 & AB 111

Per AB 1054, POUs must annually submit a WMP to the California Wildfire Safety Advisory Board, which will review the WMP and provide recommendations on mitigating wildfire risk. AB 1054 contains similar WMP requirements to SB 901 but allows WMPs of a three-year, rather than one-year duration.

AB 111 establishes the Wildfire Safety Division within the Public Utilities Commission.

C. Roseville Electric Utility WMP Requirements

California Public Utilities Code (PUC) §8387(b)(2) lists the statutory requirements for WMPs. These are the specific elements that the independent evaluator must review in order to make its determination for this report. The specific elements that must be addressed in REU's WMP are included in Table A (see Appendix A) and are summarized here for reference.

- The responsibilities of persons responsible for executing the plan.
- The objectives of the wildfire mitigation plan.
- The preventive strategies and programs to be adopted to minimize the risk of its electrical lines and equipment causing catastrophic wildfires.
- The metrics to use to evaluate the wildfire mitigation plan's performance.
- How the application of previously identified metrics has informed the wildfire mitigation plan.
- Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts.
- Procedures for notifying a customer who may be impacted by the deenergizing of electrical lines.
- Plans for vegetation management.
- Plans for inspections of the electrical infrastructure.

- Description of all wildfire risks, and drivers for those risks, throughout the service territory, including design, construction, operation, and maintenance of equipment and facilities, and topographic and climatological risk factors.
- Identification of any geographic area in the service territory that is a higher wildfire threat than is identified in a commission fire threat map.
- Identification of enterprise-wide safety risk and wildfire-related risks.
- How the service will be restored after a wildfire.
- The processes and procedures used to monitor and audit the implementation of the wildfire mitigation plan, identify any deficiencies, and the effectiveness of electrical line and equipment inspections.

II. Description of Roseville Electric Utility

The City of Roseville is located in a region of the state with a very low wildfire risk. No part of the City's electric service territory is located in or near the High Fire Threat District (HFTD) designated in the California Public Utilities Commission's (CPUC) Fire-Threat Map. All of the City's electric service territory is designated as "non-fuel" or "moderate" on the CPUC Fire-Threat Map. All portions of REU's electric service territory are currently exempt from the HFTD; the CPUC Map does not designate any portion of the REU service territory in "Tier 2 – Elevated Risk" or "Tier 3 – Extreme Risk".

The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of wildfires ignited by power lines. REU's electric system is 85% undergrounded, which serves as an effective mitigation measure to reduce the potential of any power-line ignited wildfires. Based on a review of local conditions and historical fires, Roseville Electric Utility has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Despite its low risk, REU has taken actions to help prevent and respond to the increasing risk of devastating wildfires by following all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its electric system.

III. Independent Evaluation

A. Independent Evaluator Requirement

PUC §8387 requires each POU to "contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan." Additionally, the independent evaluator's assessment of the comprehensiveness of the POU's WMP must be issued in a report that is both posted to the POU's website and presented at a public meeting of the POU's governing board.

B. Dudek's Qualifications

According to PUC §8387(c), the qualified independent evaluator that performs the assessment of REU's WMP must have "experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan." REU has determined that Dudek is the independent evaluator who adequately understands the local conditions and fire risks of the service area.

C. Evaluation Methodology

Dudek evaluated the comprehensiveness the REU WMP on the following measures:

- Statutory Compliance: Dudek ensured that each required element specified in PUC §8387 is either addressed in REU's WMP or that REU has sufficiently described why that element is not applicable due to REU's size, geography, system or other relevant factor.
- Industry Comparison: Dudek is familiar with existing industry practices and has reviewed the local POU WMPs previously filed with the California Public Utilities Commission (CPUC). Dudek has compared REU's WMP against existing practices and any comparable actions planned by the POUs.

D. Metrics

The REU WMP proposes the following metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP. Dudek will continue to monitor the metrics selected in the CPUC's current Wildfire Mitigation Plan rulemaking for utilities (per R.18-10-007) and determine if any additional metrics are applicable to POUs and should be incorporated into future REU WMPs.

IV. Evaluation of The Roseville Electric Utility Wildfire Mitigation Plan

A. Minimizing Wildfire Risks

PUC §8387(a) requires the following: Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.

The WMP describes the safety-related measures that REU follows to reduce its risk of causing wildfires. Dudek has determined that REU complies with this standard due to the construction of REU's equipment and resources not being located in an area that is considered an elevated or extreme risk of electric line wildfire. Also, with 85% of the electrical lines being underground, this significantly decreases the opportunity for wildfires to occur above ground during high fire danger conditions.

B. Evaluation of WMP Elements

Dudek found that REU's WMP meets the statutory requirements of comprehensiveness per PUC §8387. The review of the WMP's elements are summarized relative to the application of the WMP. The table in Appendix A lists each required element for REU's WMP and provides Dudek's assessment of the comprehensiveness of that element within the WMP.

Below is a brief summary of WMP elements as required by PUC §8387, including restating sections of the WMP where applicable.

(A): Responsibilities of persons responsible for executing the plan.

The REU Electric Utility Director has overall functional management of the Electric Utility and provides oversight of the Electric Utility. The Director utilizes Assistant Electric Utility Directors for

division oversight. The Electric Operations Manager is designated with the authority to implement, execute and modify the Plan as necessary.

(B): Objectives of the Wildfire Mitigation Plan

REU has clearly stated objectives in the "Objectives of the Wildfire Mitigation Plan" section of the WMP. REU's primary objective refers to minimizing the probability that REU's electric supply system may be the origin or contributing source for the ignition of a wildfire. The secondary objective is to improve the resiliency of REU's electric grid by regularly evaluating assets, operations and training that can help reduce the risk of equipment related fires. The final objective is to evaluate the effectiveness of specific mitigation strategies.

(C): Prevention Strategies and Programs

The City of Roseville is not currently located within a CPUC designated high fire-threat area for utility-associated wildfires (Tier 2 or Tier 3). Nonetheless, several programs have been enacted for wildfire prevention purposes.

Wildfire Reduction Zone Inspection and Maintenance Program: Roseville Electric Utility contract tree crews perform tree branch trims to keep several feet of clearance away from the primary overhead electric supply conductors at the time of the trimming (REU, EOP 1.07).

City Wildfire Reduction Zone: Roseville Electric Utility has decided to inspect the zone on an annual basis, to be completed annually, before the start of fire season each year.

(D): Metrics and Assumptions for Measuring WMP Performance

REU tracks two metrics to measure the performance of the WMP: (1) number of fire ignitions; and (2) wires down within the service territory. REU will review mitigation plan metrics to see if they need to be revised and/or updated.

(E): Impact of Previous Metrics on WMP

In the initial years (2019, 2020), REU anticipates that there will be relatively limited data gathered through the metrics. As the data collection history becomes more robust, REU will be able to identify areas of its operations and service territory that are disproportionately impacted.

(F): Reclosing Protocols

REU does not currently have any distribution recloser equipment installed on electric supply circuits and thus no policy is currently needed.

(G): De-energization Notification Procedures

REU has the authority to preemptively shut off power due to fire-threat conditions, however, this option will only be used in extraordinary circumstances. Critical facilities and some key electric customers, such as Fire Departments, Law Enforcement and Hospitals, may be contacted directly to give as much notice as possible as to the planned de-energization of their electric service due to a fire-threat condition.

(H): Vegetation Management

REU meets or exceeds the minimum industry standard vegetation management practices. REU contract tree crews perform tree branch trims to keep several feet of clearance away from the primary overhead electric supply conductors at the time of the trimming, refer to the Wildfire Reduction Zone Inspection and Maintenance Program (REU, EOP 1.07).

(I): Inspections

REU meets or exceeds the minimum inspection requirements provided in CPUC General Order (GO) 165 and CPUC GO 95, Rule 18. REU has decided to inspect the City Wildfire Reduction Zone on an annual basis, as stated in the Wildfire Reduction Zone Inspection and Maintenance Program, to be completed annually, before the start of fire season each year.

Distinctive inspections of the electric sub-transmission and distribution power lines/equipment located within designated City Wildfire Reduction Zones shall occur routinely in order to ensure that the probability is as low as practically possible that the REU electric supply system could be the origin, or contributing source for, the ignition of a wildfire.

(J)(i): Risks and Risk Drivers Associated with Design and Construction Standards

REU's electric facilities are designed and constructed to meet or exceed the relevant Federal, State, or industry standard. REU meets or exceeds all standards in GO 95 and GO 128.

(J)(ii): Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors

REU does not contain, within its service area, a high hazard for wildfires. The flatness of Roseville (as a whole) is a benefit, since steep canyons can make a heavier fuel load.

(K): Geographical Area of Higher Wildfire Threat

The area designated as the "City Wildfire Reduction Zone" incorporates a specific section of Miners Ravine that runs through a portion of the city. This is mostly an open space area that has increased precautionary measures for electric utility inspections and maintenance actions.

(L): Enterprise-wide Safety Risks

REU regularly evaluates enterprise safety risks, which include severe operating conditions and contingencies. REU also performs regular Enterprise Risk Profile (ERP) analysis with the goal of providing a unified picture of risks to the Utility, thereby improving the ability to manage the risks effectively.

(M): Restoration of Service

REU has a Standard Operating Procedure for Electric Outage Restoration (REU, SOP 6.01). The same procedures apply after an electric outage event due to a wildfire.

(N)(i): Monitoring and Auditing WMP Implementation

Review of the WMP will occur by REU staff annually, or as needed throughout the year, and will be presented to City Council on an annual basis.

(N)(ii): Identifying and correcting WMP deficiencies

During any review of the Plan, the Electric Director, or his/her designee, has the authority to, and is responsible for, correcting the deficiencies.

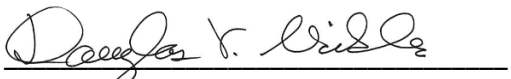
(N)(iii): Monitoring and Auditing the effectiveness of inspections

REU uses General Orders 95 (GO95), 128 (GO128) and 165 (GO165), respectively as it's guide to inspect its electric supply system.

V. Conclusion

Dudek concludes that the Roseville Electric Utility Wildfire Mitigation Plan comprehensively addresses all of the applicable statutorily required elements for a Publicly Owned Utilities' WMP as specified in California Public Utilities Code Section 8387, and has been updated to include modifications from the previous year's WMP. Dudek further finds that REU has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire.

Prepared by,



Douglas V. Nickles, RPF
Fire Protection Specialist

Att.: Appendix A. WMP Required Element Compliance Matrix under PUC Section 8387
cc: Scott Eckardt, Dudek

Attachment A

WMP Required Element Compliance Matrix under PUC Section 8387

PUC §8387	Location in WMP	Summary	Independent Evaluator's Assessment
(a) Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.	NA	NA	
(b)(1) The local publicly owned electric utility or electrical cooperative shall, before January 1, 2020, prepare a wildfire mitigation plan. After January 1, 2020, a local publicly owned electric utility or electrical cooperative shall prepare a wildfire mitigation plan annually and shall submit the plan to the California Wildfire Safety Advisory Board on or before July 1 of that calendar year. Each local publicly owned electric utility and electrical cooperative shall update its plan annually and submit the update to the California Wildfire Safety Advisory Board by July 1 of each year. At least once every three years, the submission shall be a comprehensive revision of the plan.	NA	The Plan being reviewed is dated revised as of 11.25.2020 and effective 01.01.2021. A Plan was first prepared for 2019; the Plan was updated/revised and submitted to the WSAB for 2020; the Plan was updated/revised for 2021 for submittal to the WSAB by July 1, 2021. A comprehensive revision of the Plan will be required for 2022.	Meets requirements.
(b)(2)(A): An accounting of the responsibilities of persons responsible for executing the plan.	Chapter 2, Roles and Responsibilities, pgs 5-6	The Governance Structure section outlines the administration, management and organizational structure of the utility; the individual management staff responsibilities are also included. The Electric Operations Manager has the responsibility to execute the Plan.	Meets requirements following updates.
(b)(2)(B): The objectives of the wildfire mitigation plan.	Chapter 1, Plan Overview, pg 4	The Plan Objectives section includes the three primary objectives: minimizing sources of ignition; resiliency of the electric grid; minimizing unnecessary or ineffective actions.	Meets requirements.
(b)(2)(C): A description of the preventive strategies and programs to be adopted by the local publicly	Chapter 4, Wildfire Prevention Strategies,	The Wildfire Preventative Strategies chapter addresses preventive strategies and	Meets requirements.

PUC §8387	Location in WMP	Summary	Independent Evaluator's Assessment
owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	pgs 15-23; Chapter 2, Roles and Responsibilities, pg 7	programs in the following sections: High Fire Threat District - not applicable to REU; City Wildfire Reduction Zone - enhanced inspections and maintenance actions; Design and Construction Standards - meets or exceed standards; Vegetation Management - meet or exceed trimming standards; Inspections - increased inspection frequencies; Reclosing Policy - not applicable to REU; De-energization - enhanced notification and communication. The Wildfire Prevention section includes a list of staff responsibilities regarding fire prevention, response and investigation activities.	
(b)(2)(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	Chapter 6, Plan Evaluation, pg 25	The Metrics for Measuring Plan Performance section describes two metrics that will be used to measure the performance of the plan: Fire Ignitions and Wire Down.	Meets requirements.
(b)(2)(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Chapter 6, Plan Evaluation, pg 25	The Impact of Metrics on Plan section discusses how metrics data collection will be used in future plans as there has been limited data gathered to date.	Meets requirements.
(b)(2)(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Chapter 6, Plan Evaluation, pg 23	The Reclosing Policy notes that the REU does not currently have any distribution recloser equipment, hence no disabling protocols are necessary. The De-energization section lists protocols that address advance notice and communication with public safety, health care and critical facilities.	Meets requirements following updates.
(b)(2)(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the	Chapter 6, Plan Evaluation, pg 23	The De-energization section lists protocols that address communication and	Meets requirements.

PUC §8387	Location in WMP	Summary	Independent Evaluator's Assessment
deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.		coordination with public safety and health care facilities.	
(b)(2)(H): Plans for vegetation management.	Chapter 4, pg 22	The Vegetation Management section describes the REU standards and practices to maintain the mandated regulatory clearances.	Meets requirements.
(b)(2)(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Chapter 4, Wildfire Preventative Strategies, pg 23	The Inspections section notes that the REU does not have any overhead power lines located within or near the High Fire Threat District. Nonetheless, annual inspections are conducted in the City Wildfire Reduction Zone before the start of fire season.	Meets requirements.
(b)(2)(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:	Chapter 3, Wildfire Risks and Drivers, & Chapter 4, Wildfire Preventative Strategies	See below.	See below.
(b)(2)(J)(i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities.	Chapter 4, Wildfire Preventative Strategies, pg 21	The Design and Construction Standards section discusses the standards REU follows for design, construction, operation and design. REU also performs regular Enterprise Risk Profile (ERP) analysis with the goal of providing a unified picture of risks to the Utility.	Meets requirements following updates.
(b)(2)(J)(ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Chapter 3, Wildfire Risks and Drivers, pgs 12-14	The Topographic and Climatological Risk Factors section lists the primary risk drivers associated with wildfires in the REU service territory.	Meets requirements.

PUC §8387	Location in WMP	Summary	Independent Evaluator's Assessment
(b)(2)(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high-fire threat district based on new information or changes to the environment.	Chapter 4, Wildfire Preventative Strategies, pg 21	The City Wildfire Reduction Zone section discusses the Miners Ravine that runs through a portion of the city. This open space area has increased precautionary measures for inspections and maintenance actions. The REU service territory is excluded in its entirety from the High Fire Threat District.	Meets requirements.
(b)(2)(L): A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	Chapter 3, Wildfire Risks and Drivers, pgs 14-15	The Enterprise-Wide Safety Risks section lists specific events that may elevate to the point of load shedding. In addition, the outage committee meets regularly to review risk drivers and data that may reveal trends.	Meets requirements.
(b)(2)(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Chapter 5, Restoration of Service, pg 24	The SOP 6.01 Electric Outage Restoration Procedure section references the REU Standard Operating Procedure for Electric Outage Restoration.	Meets requirements.
(b)(2)(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:	Chapter 6, Plan Evaluation	See below.	See below.
(b)(2)(N(i) Monitor and audit the implementation of the wildfire mitigation plan.	Chapter 6, Plan Evaluation, pg 25	The Monitoring and Auditing the Plan section describes the processes and procedures for monitoring and auditing the plan on an annual basis. Review of the WMP will occur by REU staff annually, or as needed throughout the year. The annual review will include an assessment of the Plan's associated programs and performance.	Meets requirements following updates.
(b)(2)(N(ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.	Chapter 6, Plan Evaluation, pg 25	The Identifying and Correcting Deficiencies to the Plan section states that any deficiencies will be corrected once identified, but that none have been identified thus far.	Meets requirements.

PUC §8387	Location in WMP	Summary	Independent Evaluator's Assessment
(b)(2)(N(iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	Chapter 6, Plan Evaluation, pg 26	The Monitoring the Effectiveness of Inspections section references General Orders 95, 128 and 165 as guidance for inspecting the REU electric supply system; the tracking, corrective action and maintenance process is also reviewed. REU staff meets monthly to review electric outages and related metrics.	Meets requirements following updates.
(b)(3) The local publicly owned electric utility or electrical cooperative shall, on or before January 1, 2020, and not less than annually thereafter, present its wildfire mitigation plan in an appropriately noticed public meeting. The local publicly owned electric utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies, and interested parties, and shall verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards, as appropriate.	NA	NA	
(c) The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet website of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.	NA	Dudek (Independent Evaluator) reviewed the 2020 Plan in November 2019 provided an IE report. The IE report for the 2020 Plan is available on the internet website of the REU. The 2021 WMP and associated IE report will need to be uploaded to the website once approved by the City Council.	Meets requirements following updates.

DRAFT 2021 -- WILDFIRE MITIGATION PLAN

Electric Utility Department

Approved:

Michelle Bertolino
Electric Utility Director

Division:	Distribution Operations
Version:	v1
Date Effective:	01-01-2021
Date Revised:	12-01-2020

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1. PLAN OVERVIEW

Plan Statement

The City of Roseville's overarching goal is to provide safe, reliable and economic electric service to its local community. In order to help meet this goal, Roseville Electric Utility (REU) constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment. This Wildfire Mitigation Plan, or "Plan", is enacted in order to ensure the safety of the public and City employees, and maintain the reliability of the electric sub-transmission and distribution system.

The City has applied careful consideration in the development of broad strategies to mitigate utility-posed wildfire risks while remaining consistent with the intention of Senate Bill 901 (SB 901) and other regulatory requirements.

Purpose of the Wildfire Mitigation Plan

This document describes the range of activities that Roseville Electric Utility is taking to mitigate the threat of wildfires ignited by power lines, including its various plans, policies and procedures. This Plan is subject to direct supervision by the City Council and is implemented by the Electric Department Director and his/her designees. This Plan complies with the requirements of the Public Utilities Code section 8387 for publicly-owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter.

The City of Roseville is located in a region of the state with a very low wildfire risk. No part of the City's electric service territory is located in or near the High Fire Threat District (HFTD) designed in the California Public Utilities Commission's (CPUC) Fire-Threat Map. All of the City's electric service territory is designated as "non-fuel" or "moderate" in the California Department of Forestry and Fire Protection's (CAL FIRE) Fire and Resource Assessment Plan (FRAP) Fire Threat Map.

More than 85% of Roseville Electric Utility's electric supply system is located underground. Historically, undergrounded electric lines have not been associated with catastrophic wildfires. The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of wildfires ignited by power lines. Based on a review of local conditions and historical fires, Roseville Electric Utility has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Despite this low risk, Roseville Electric Utility takes appropriate actions to help its region prevent and respond to the increasing risk of wildfires. In its role as a public agency, REU closely coordinates with other local safety and emergency officials to help protect against fires and respond to emergencies. In its role as a utility, REU follows all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its system. This Wildfire Mitigation Plan describes the safety-related measures that REU follows to reduce its risk of causing wildfires.

Plan Objectives

Minimizing Sources of Ignition

The primary goal of this Wildfire Mitigation Plan is to describe Roseville Electric Utility's existing programs, practices, and measures that effectively reduce the probability that REU's electric supply system could be the origin or contributing source for the ignition of a wildfire.

Roseville Electric Utility utilizes the CPUC statewide Fire-Threat Map adopted January 19, 2019, in addition to informational fire threat maps from other State of California government agencies to inform and aid in the development of this plan and its subsequent updating. All portions of REU's electric service territory are currently exempt from the HFTD; the CPUC Map does not designate any portion of the Roseville Electric Utility service territory in "Tier 2 – Elevated Risk" or "Tier 3- Extreme Risk".

Resiliency of the Electric Grid

The secondary goal of this Plan is to improve the resiliency of the electric grid. As part of the development of this Plan, Roseville Electric Utility assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

Distinctive inspections of the electric sub-transmission and distribution power lines/equipment located within designated City Wildfire Reduction Zones shall occur routinely in order to ensure that the probability is as low as practically possible that the Roseville Electric Utility electric supply system could be the origin, or contributing source for, the ignition of a wildfire. To support this goal, REU regularly evaluates prudent and cost-effective improvements to its physical assets, operations, and training that can help reduce the risk of equipment-related fires.

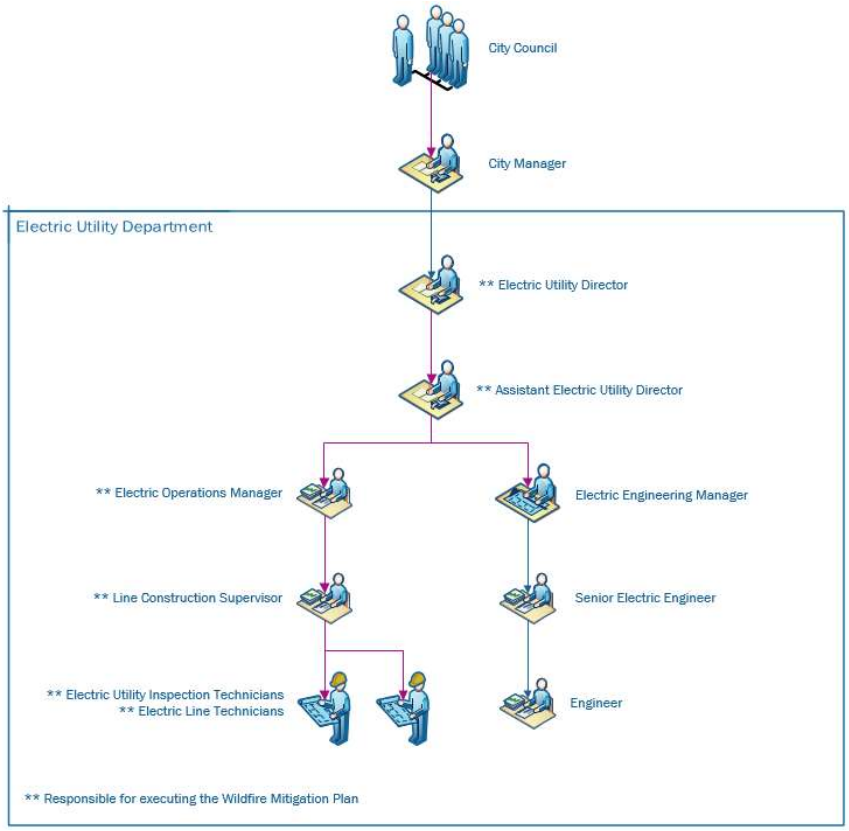
In early 2018, REU met with the Roseville Fire Department (RFD) to determine what areas exist within REU's electric service territory that could be augmented by additional measures to help mitigate potential wildfire risk. A designated "open space" area was identified as one that could benefit from additional fire counter-measures due to live and dead vegetation that can accumulate and increase the likelihood of a vegetation fire. Additionally, it is more difficult to get certain fire apparatus in portions of this area, subsequently labeled the "City Wildfire Reduction Zone."

Minimizing Unnecessary or Ineffective Actions

The final goal of the Plan is to evaluate the effectiveness of specific mitigation strategies as they apply to Roseville Electric Utility. Where a particular action, program or protocol is determined to be unnecessary or ineffective, REU will evaluate whether modification or replacement is suitable. This approach will also help determine if more cost-effective measures would produce the same or better results.

2. ROLES AND RESPONSIBILITIES

Governance Structure



The City of Roseville is a Council-Manager form of government in which responsibilities are vested in the City Council and the City Manager. In this form of government, the City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines public policy and gives direction to the City Manager.

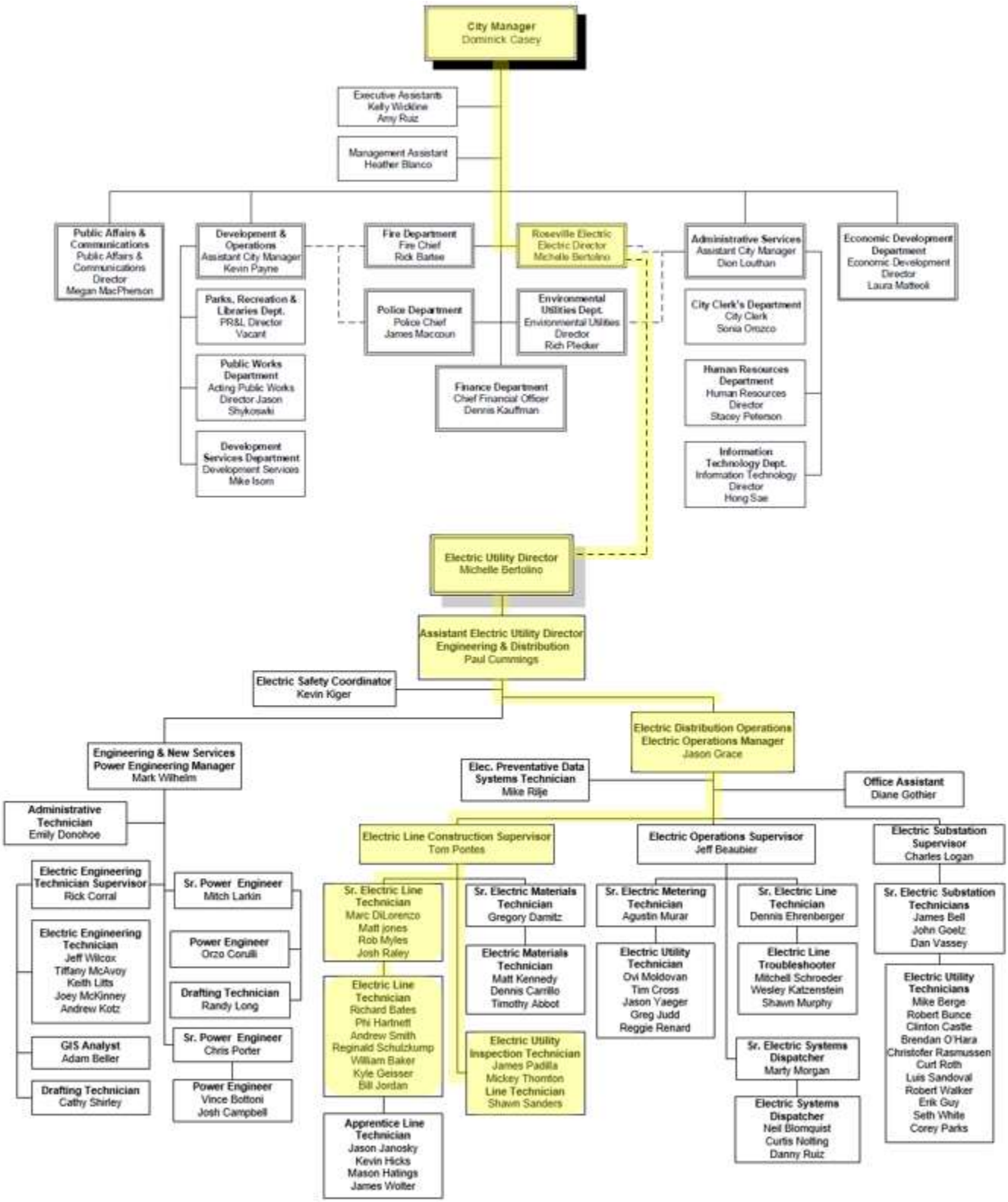
The *City Manager* administers the affairs of the city government in a businesslike and prudent manner. The public is invited to attend City Council meetings, which are typically held on the first and third Wednesday of the month in the City Council Chambers, 311 Vernon Street. Special meetings and workshops are scheduled as needed.

The *Electric Utility Director* has overall functional management of the Electric Utility and provides oversight of the Electric Utility. The Director utilizes *Assistant Electric Utility Directors* for division oversight.

The *Electric Operations Manager* oversees the daily electric utility operations, including; construction; maintenance; energy control; vegetation management; and other ancillary duties. The Electric Operations Manager maintains functional management of assigned sections within the Electric Utility and reports to an Assistant Electric Utility Director. *The Electric Utility Director has designated the Electric Operations Manager with the authority to implement, execute and modify the Plan as necessary*.

The *Electric Engineering Manager* oversees the design/engineering tasks associated with distribution system modification and development/maintenance of material specifications. The Electric Engineering Manager maintains functional management over the electric engineering related tasks within the Electric Utility and reports directly to an Assistant Electric Utility Director.

The *Electric Line Construction Supervisor* oversees the daily staff/crew work including establishing schedules and methods for assigned staff, implementing policies and procedures, and acting as a technical lead in support of the department's computer maintenance management system.


City Manager
Dominick Casey
Executive Assistants
Kelly Wickline
Amy Ruiz
Management Assistant
Heather Blanco
Public Affairs & Communications
Public Affairs & Communications Director
Megan MacPherson
Development & Operations
Assistant City Manager
Kevin Payne
Parks, Recreation & Libraries Dept.
PR&L Director
Vacant
Public Works Department
Acting Public Works Director Jason Shykowski
Development Services Department
Development Services Mike Isom
Fire Department
Fire Chief
Rick Bartee
Police Department
Police Chief
James Maccoun
Roseville Electric
Electric Director
Michelle Bertolino
Environmental Utilities Dept.
Environmental Utilities Director
Rich Plecker
Finance Department
Chief Financial Officer
Dennis Kauffman
Administrative Services
Assistant City Manager
Dion Louthan
City Clerk's Department
City Clerk
Sonia Orozco
Human Resources Department
Human Resources Director
Stacey Peterson
Information Technology Dept.
Information Technology Director
Hong Sae
Economic Development Department
Economic Development Director
Laura Matteoli
Electric Utility Director
Michelle Bertolino
Assistant Electric Utility Director
Engineering & Distribution
Paul Cummings
Electric Safety Coordinator
Kevin Kiger
Engineering & New Services
Power Engineering Manager
Mark Wilhelm
Administrative Technician
Emily Donohoe
Electric Engineering Technician Supervisor
Rick Corral
Electric Engineering Technician
Jeff Wilcox
Tiffany McAvoy
Keith Litts
Joey McKinney
Andrew Kotz
GIS Analyst
Adam Beller
Drafting Technician
Cathy Shirley
Sr. Power Engineer
Mitch Larkin
Power Engineer
Orzo Corulli
Drafting Technician
Randy Long
Sr. Power Engineer
Chris Porter
Power Engineer
Vince Bottoni
Josh Campbell
Electric Distribution Operations
Electric Operations Manager
Jason Grace
Elec. Preventative Data Systems Technician
Mike Rilje
Office Assistant
Diane Gothier
Electric Line Construction Supervisor
Tom Pontes
Sr. Electric Line Technician
Marc DiLorenzo
Matt jones
Rob Myles
Josh Raley
Electric Line Technician
Richard Bates
Phi Hartnett
Andrew Smith
Reginald Schulzkump
William Baker
Kyle Geisser
Bill Jordan
Apprentice Line Technician
Jason Janosky
Kevin Hicks
Mason Hatings
James Wolter
Sr. Electric Materials Technician
Gregory Damitz
Electric Materials Technician
Matt Kennedy
Dennis Carrillo
Timothy Abbot
Electric Utility Inspection Technician
James Padilla
Mickey Thornton
Line Technician
Shawn Sanders
Electric Operations Supervisor
Jeff Beaubier
Sr. Electric Metering Technician
Agustin Murar
Electric Utility Technician
Ovi Moldovan
Tim Cross
Jason Yaeger
Greg Judd
Reggie Renard
Sr. Electric Line Technician
Dennis Ehrenberger
Electric Line Troubleshooter
Mitchell Schroeder
Wesley Katzenstein
Shawn Murphy
Sr. Electric Systems Dispatcher
Marty Morgan
Electric Systems Dispatcher
Neil Blomquist
Curtis Notting
Danny Ruiz
Electric Substation Supervisor
Charles Logan
Sr. Electric Substation Technicians
James Bell
John Goetz
Dan Vassey
Electric Utility Technicians
Mike Berge
Robert Bunce
Clinton Castle
Brendan O'Hara
Christofer Rasmussen
Curt Roth
Luis Sandoval
Robert Walker
Erik Guy
Seth White
Corey Parks

Wildfire Prevention

Roseville Electric Utility facility design is performed by the engineering division using criteria that typically meets or exceeds relevant industry standards. Maintenance activities, inspections and vegetation management are performed by the operations division.

REU staff have the following responsibilities regarding fire prevention, response and investigation:

- Conduct work and operate the electric supply system in a manner that will minimize potential fire risks
- Take all reasonable and practicable actions to prevent and suppress fires resulting from REU electric facilities
- Coordinate as needed with Federal, State, and local fire management personnel to ensure that appropriate preventative fire measures are in place
- Take corrective action when observing or having been notified that fire protection measures have not been properly installed or maintained
- Ensure compliance with relevant Federal, State, and industry standard requirements
- Maintain adequate fire prevention training programs for all relevant employees
- Immediately report fires, pursuant to existing POU practices and the requirements of this Wildfire Mitigation Plan
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained
- Comply with relevant Federal, State, and industry wildfire standard requirements, including the industry standards established by the CPUC

Wildfire Response and Recovery

Field Staffing Coverage during Business-Hours

Roseville Electric Utility typically operates an electric dispatch center from 0600 to 1900, Monday through Friday and the following operational personnel from 0600 to 1530, Monday through Friday:

- Line Construction Crews
- Warehousing
- Inspections/USA Locates
- Troubleshooting
- Metering
- Substations

Daily hours are subject to change based on various conditions such as weather, air quality and business needs.

Field Staffing Coverage After-Hours

A structured standby and call out procedure has been established in order to respond as part of the City's statutory duties, and for Roseville Electric Utility distribution operations personnel to respond effectively in handling the emergencies that arise within the City.

Roseville Electric Utility maintains coverage for after-hour emergencies, per the Operations Standby Policy (REU, EOP 2.0):

- For conditions which must be responded to on short notice due to significant and immediate health and safety considerations, including, but not limited to, power outages, damage to electrical equipment or assets and Police/Fire emergency requests, or
- In order to respond to a civil emergency when a City Emergency Plan is implemented which results in the activation of the Emergency Operation Center (EOC) or the Department Operation Center (DOC).

Standardized Emergency Management System

The City of Roseville has an Emergency Management Team (EMT) that meets regularly and has representatives from each City department as part of the team. The EMT works to ensure that the City is prepared to respond to disasters that may occur within the City. The City Manager acts as the Emergency Services Director. The Director works closely with city staff during a disaster; while the day-to-day operation of disaster preparedness and readiness lies with the Emergency Preparedness Manager, a Roseville Fire Department Battalion Chief.

As a local governmental agency, the City Office of Emergency Services has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' (Cal OES) Standardized Emergency Management System (SEMS) Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. Pursuant to this structure, the City annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies and may activate its' EOC if necessary.

An EOC is the central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, or disaster management functions at a strategic level during an emergency, and ensuring the continuity of operation of the City. It is a 24-hour operation. When a disaster occurs, the Emergency Services Director meets with city staff to prioritize and develop strategies to handle the disaster incident. The EOC becomes the center of communication and coordination of resources. The Emergency Preparedness Manager coordinates all of the functions within the EOC.

An EOC is responsible for strategic direction and operational decisions and does not normally directly control field assets, instead leaving tactical decisions to lower commands. The common functions of EOC's are to collect, gather and analyze data; make decisions that protect life and property, maintain continuity of the organization, and disseminate those decisions to all concerned agencies and individuals. When activated, the EOC can be comprised of representatives from every department within the City, including Law Enforcement, Fire and Rescue, Public Works, Parks and Recreation (Care & Shelter), Electric Utility and Environmental Utilities. These operations can also include representatives from outside agencies such as Placer County or Cal OES.

Public external communications is handled by Public Information Officers that report to the EOC structure and include the use of electronic billboards, radio and social media (see "Emergency Communications" Section).

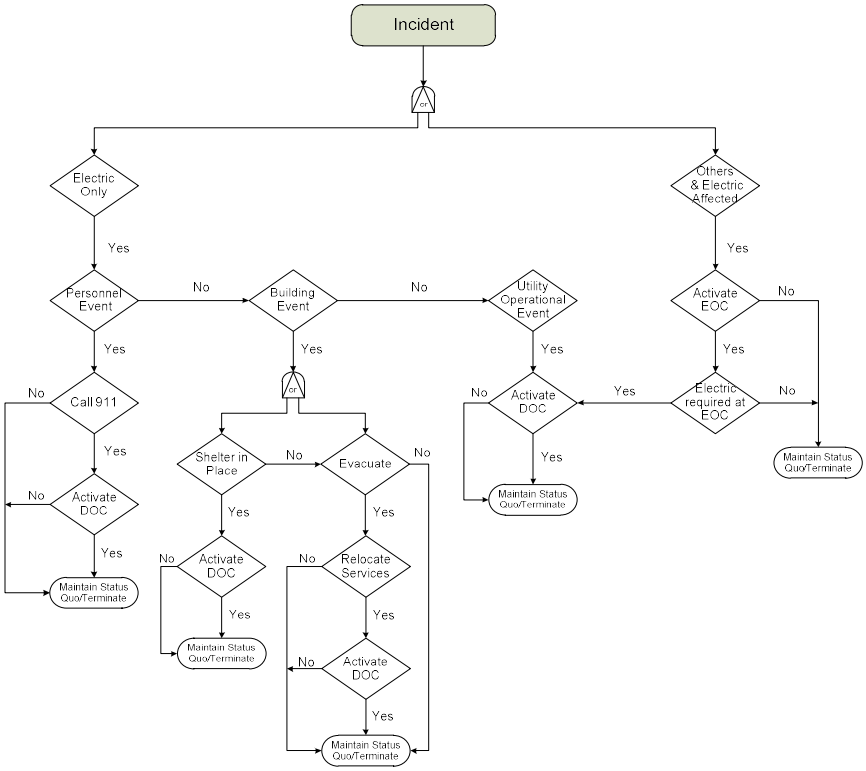
City of Roseville EOC Positions

Function *	Primary Department Responsible
Operations Section Chief	Determined at the time of the emergency
Law Enforcement	Police Department
Fire and Rescue	Fire Department
Public Works	Public Works Department
Care & Shelter	Parks and Recreation
Electric	Electric Department
Environmental Utilities	Environmental Utilities Department
Planning Section Chief	Planning Department
Situation Status	Planning Department
Resources Status	Planning Department
Damage Assessment	Planning Department
Documentation	Planning Department
GIS	Fire Department
Logistics Section Chief	Central Services
Supply /Ordering	Central Services
Human Resources	Human Resources
Fleet	Central Services
Facilities	Central Services
Communications	Information Technology
Finance Section Chief	Finance Department
Cost	Finance Department
Procurement	Finance Department

The DOC is the Roseville Electric Utility Department Command Post during times of emergencies. The DOC functions similarly to the EOC, but at a department level. The DOC coordinates strategic, operational and tactical decisions for field operations. If an emergency, such as a widespread fire, necessitates the citywide activation of the EOC, the DOC will likely report directly to the EOC command structure. An independent DOC activation may be authorized by specific electric management staff.

Pursuant to the SEMS structure, the City of Roseville participates in annual training exercises. The subject matter of the exercise is chosen by the City of Roseville EMT. The subject could be fire related in nature but is variable and could be changed from exercise to exercise.

The City of Roseville is a member of the California Utility Emergency Association (CUEA), which plays a key role in ensuring communications between utilities during emergencies. CUEA serves as a point-of-contact for critical infrastructure utilities, Cal OES and other governmental agencies before, during and after an event to:



- Facilitate communications and cooperation between member utilities and public agencies; and with non-member utilities (where resources and priorities allow).
- Provide emergency response support wherever practical for electric, petroleum pipeline, telecommunications, gas, water and wastewater utilities.
- Support utility emergency planning, mitigation, training, exercises and education.

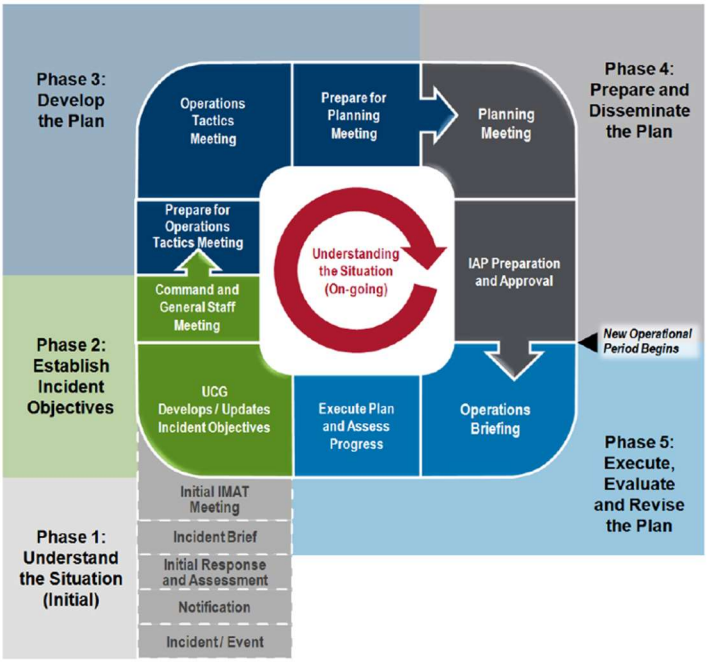
Once activated, the EOC/DOC utilizes the Planning Cycle to establish a continuum for Incident Action Planning (IAP) during both emergency and non-emergency operations and is an integral tool for managing an emergency incident.

Sound, timely planning provides the foundation for effective incident management. The planning process represents a template for strategic, operational, and tactical planning that includes all steps that an Incident Command/Unified Command (IC/UC) and other members of the Command and General Staff should take to develop and disseminate an IAP.

The planning process may begin with the:

1. Scheduling of a planned event
2. Identification of a credible threat
3. Initial response to an actual or impending incident

The process continues with the implementation of the formalized steps and the staffing required for the development of an IAP. Decisions on preemptive power shutoff will be evaluated based on the current (or pending) situation by either EOC/DOC or the Electric Dispatch Center.



Emergency Communications – Public Awareness During and Post Incident

Emergency Communication Priority

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

The magnitude of an emergency or disaster will directly affect the City of Roseville's emergency operations communication and recovery efforts and what resources we use to disseminate that to the public.

Emergency Public Information EOC Procedure

Emergency Public Information (EPI) is a priority of utmost importance during emergencies and disasters. The Management Annex in Part 3 of the Emergency Operation Procedure describes the City of Roseville EPI organization and prescribes procedures for the dissemination of accurate and timely instructions and information to the public during periods of emergency: response to media inquiries and calls from the public; establishment of a 24 hour EPI contact point; and, establishment of a Public Information Officer function of the EOC.

Emergency Public Information Resources

The following are resources we have at our discretion to use during an emergency:

- City telephone system (Consolidated Communications land-lines). Designated emergency phone lines for information hotline and public information can be established. Emergency messages can be established on different main city voicemails to give out pertinent information.
- A Google number can be established for public information hotline if the need arises.
- Everbridge can used to send alerts out residents. Neighboring counties have access to this system and assist us in the use of this if needed. Everbridge includes the ability to call out to landlines as well as send messages to cell phones that have registered through Alert Placer. The company was initially focused on providing a way of sending 'Mass Notification' messages via SMS or email with very fast execution to ensure messages were received when there was a threat to life. Through acquisition of industry technologies and ongoing research & development, Everbridge has broadened its capabilities and now provides a Critical Event Management platform.
- Cellular phone network (Verizon), each PIO and City communicator has a City-issued cell phone.
- City website has an emergency page and banner that can be activated. This can be edited and updated throughout the duration of the event.
- Social Media. The City has several online social media accounts through several different platforms. Facebook, Twitter, Nextdoor and Instagram can be used to push information out.
- Gov delivery email system (if practical and if working) can be used to send notifications to all utility billing customers. This also has a text function that can be used.
- Electronic Billboards.
- Local and regional television media.
- AM/FM Radio.
- City Private Radio System.
- EOC SharePoint Site (requires internet connection and VPN access to City IT Servers) will be used for internal communication.

External Communication Resources

The City of Roseville has the ability to work with local and state resources to ensure information is provided in a timely and efficient manner. The following are examples for the resources available:

- Placer Operational Area Office of Emergency Services
- The State of California, Office of Emergency Services (OES)
- CAL FIRE
- Sacramento County
- Yolo County

Emergency Public Information Assumptions

The City of Roseville trains and is prepared to handle the follow EPI assumptions of communication issues that will arise during an emergency:

- The general public will demand information about the emergency situation and instructions on proper survival/response actions;
- The media will demand information about the emergency:
- The local media will perform an essential role in providing emergency instructions and periodic updates to the public;
- Depending on the severity of the emergency, or the media's perception of the severity of the emergency, regional and national media may also demand information and may play a role in reassuring (or alarming) distant relatives of disaster victims;
- Depending on the severity of the emergency, telephone communications may be sporadic or impossible;
- Local and regional radio/television stations without emergency power may also be off the air; telephones may be inoperative; and/or,
- The emergency organization will become overwhelmed by the demand for information if sufficiently trained staff is not available.

Additional communication information protocols can be found in the External and Internal Outage Communication procedure (REU, SOP 6.02A).

3. WILDFIRE RISKS AND DRIVERS

Topographic and Climatological Risk Factors

Impacts from climate change are happening now. These impacts extend well beyond an increase in temperature, affecting ecosystems and communities in the United States and around the world. Things that we depend upon and value — water, energy, transportation, wildlife, agriculture, ecosystems, and human health — are experiencing the effects of a changing climate. (National Oceanic and Atmospheric Admistration, n.d.)
Climate change will make forests more susceptible to extreme wildfires. By 2100, if greenhouse gas emissions continue to rise, one study found that the frequency of extreme wildfires burning over approximately 25,000

acres would increase by nearly 50 percent, and that average area burned statewide would increase by 77 percent by the end of the century. (Californias Fourth Climate Change Assessment, n.d.)

An extensive scientific review supported by the Fourth Assessment found that reducing tree density and restoring beneficial fire can improve long-term resilience to California's forests. Simulations of large-scale fuels treatments in Sierra Nevada forests substantially reduce increases in burned area. Improving forest health by removing fuels can have important impacts to reduce rising wildfire insurance costs. Increasing understanding of megafires remains a critical research need for California. (Californias Fourth Climate Change Assessment, n.d.)

Roseville Electric Utility does contain, within its service area, a high hazard for wildfires. The flatness of Roseville (as a whole) is a benefit, since steep canyons can make a heavier fuel load. Within Roseville Electric Utility's service territory and the surrounding areas, the primary risk drivers for wildfires are the following:

- Extended drought
- Vegetation type
- Vegetation Density
- Weather
- High winds
- Terrain
- Changing Weather Patterns (Climate Change)

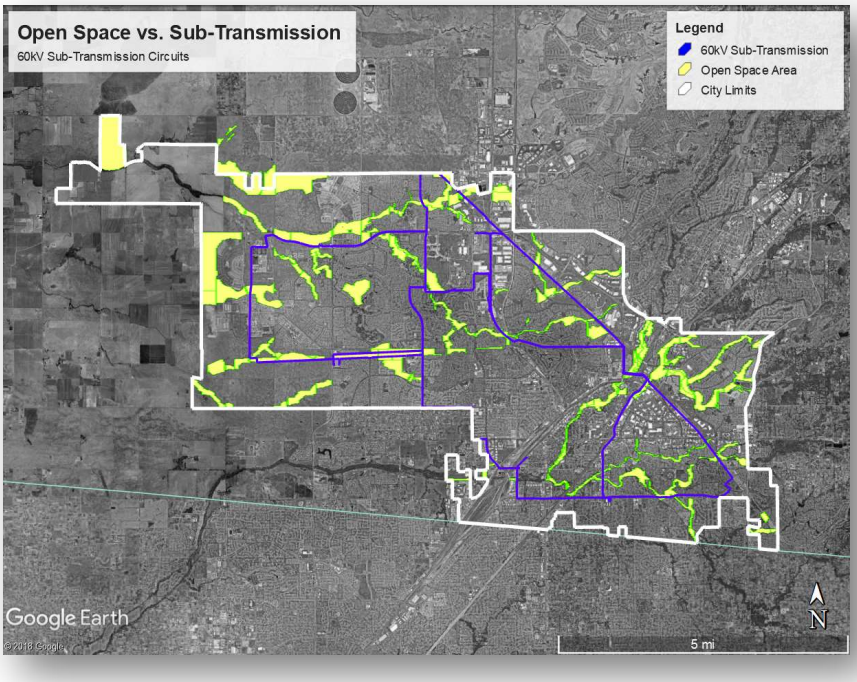
In an emergency situation, de-energization of circuits due to (or in preparation of) a major weather-related event would typically be directed from the EOC or DOC (see "Standardized Emergency Management System" Section 2).

Open space areas are any open piece of land that is undeveloped (has no buildings or other built structures) and is accessible to the public. Open space can include:

- Green space (land that is partly or completely covered with grass, trees, shrubs, or other vegetation). Green space includes parks, community gardens, and cemeteries.
- Schoolyards
- Playgrounds
- Public seating areas
- Public plazas
- Vacant lots

Open space provides recreational areas for residents and helps to enhance the beauty and environmental quality of neighborhoods.

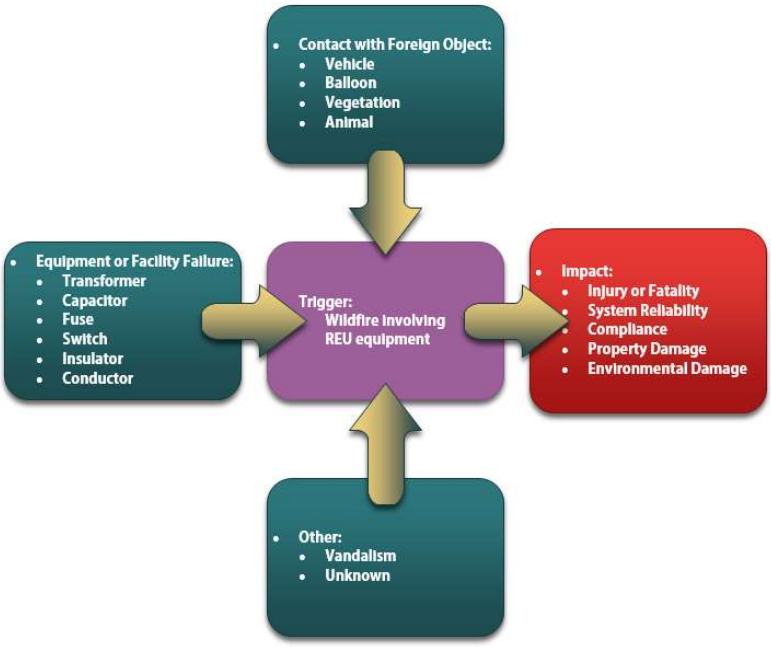
Figure 1- Roseville Open Space Areas / 60kV Sub-Transmission



Enterprise-Wide Safety Risks

Roseville Electric Utility regularly evaluates enterprise safety risks, which include severe operating conditions and contingencies that may require load shedding to ensure the reliable operation of the Balancing Authority of Northern California (BANC). Specific events that may elevate to the point of load shedding include:

1. California-Oregon Intertie (COI) mitigation for more severe outages (such as Pacific AC Intertie Double Line Outages)
2. Sacramento Valley Study Group Nomogram violations
3. Significant generation loss (more than MSSC)
4. Significant transmission outages (multiple element loss)
5. Voltage collapse
6. Under-frequency conditions
7. Inadequate resources which may include loss of generation, energy, imports, contingency reserves and/or reactive requirements



In addition, a Roseville outage committee meets regularly (typically monthly) to review the following:

1. Unscheduled outages
2. Outages under investigation
3. Major/Circuit outages

This committee reviews risk drivers, such as conductors contacting foreign objects (for example, balloons or tree limbs), and equipment failure. Consequences, should these risks occur, could include injuries to employees or the public, damage to property, impact to the reliability and operation of the electric system and environmental damage. The committee also uses outage data to identify the causes of failures and makes recommendations to the engineering and operations divisions should this data reveal trends (such as transformer or fuse failures).

REU also performs regular Enterprise Risk Profile (ERP) analysis with the goal of providing a unified picture of risks to the Utility, thereby improving the ability to manage the risks effectively. Studies are conducted that include potential impacts, such as financial, legal, regulatory and compliance, operational, strategic, reputational and workforce.

4. WILDFIRE PREVENTATIVE STRATEGIES

High Fire Threat District

BACKGROUND - In October 2007, devastating wildfires driven by strong Santa Ana winds burned hundreds of square miles in Southern California. Several of the worst wildfires were reportedly ignited by overhead utility power lines and aerial communication facilities in close proximity to power lines. In response to these wildfires, the CPUC initiated Rulemaking (R.) 08-11-005 to consider and adopt regulations to protect the public from potential fire hazards associated with overhead power line facilities and nearby aerial communication facilities.

Beginning in 2009, the CPUC issued several decisions in R.08-11-005 that together adopted dozens of new fire-safety regulations. Most of the adopted fire-safety regulations consisted of new or revised rules in General Order (GO) 95. Several of the adopted fire-safety regulations apply only to areas referred to as "high fire-threat areas," where there is an elevated risk for power line fires igniting and spreading rapidly. These high fire-threat areas are designated by several maps that were adopted on an interim basis. Each of the interim maps covers a different part of the state and uses its own methodology for identifying high fire-threat areas, presenting consistency and potential enforcement issues. To address these issues, the CPUC also commenced the development of a single statewide fire-threat map to designate areas where (1) there is an elevated risk for destructive power line fires, and (2) where stricter fire-safety regulations should apply.

In May 2015, the CPUC closed R.08-11-005 and initiated successor rulemaking R.15-05-006 to complete the outstanding tasks in R.08-11-005. The general scope of R.15-05-006 was to address the following matters carried over from the scope of R.08-11-005: (1) develop and adopt a statewide fire-threat map that delineates the boundaries of a new HFTD where the previously adopted regulations will apply, (2) determine the need for additional fire-safety regulations in the HFTD, and (3) revise GO 95 to include a definition and maps of the HFTD, as well as any new fire-safety regulations. The scope and schedule for R.15-05-006 was divided into two parallel tracks. One track focused on the development and adoption of a statewide fire-threat map. The second track focused on the identification, evaluation, and adoption of fire-safety regulations in the HFTD.

In 2012, the CPUC ordered the development of a statewide map that is designed specifically for the purpose of identifying areas where there is an increased risk for utility-associated wildfires. The development of the CPUC

-sponsored fire-threat map, herein "CPUC Fire-Threat Map," started in R.08-11-005 and continued in R.15-05-006.

A multistep process was used to develop the statewide CPUC Fire-Threat Map. The first step was to develop Fire Map 1 (FM 1), an agnostic map which depicts areas of California where there is an elevated hazard for the ignition and rapid spread of power line fires due to strong winds, abundant dry vegetation, and other environmental conditions. These are the environmental conditions associated with the catastrophic power line fires that burned 334 square miles of Southern California in October 2007. FM 1 was developed by CAL FIRE and adopted by the CPUC in Decision 16-05-036.

FM 1 served as the foundation for the development of the final CPUC Fire-Threat Map. The CPUC Fire-Threat Map delineates, in part, the boundaries of a new HFTD where utility infrastructure and operations will be subject to stricter fire-safety regulations. Importantly, the CPUC Fire-Threat Map (1) incorporates the fire hazards associated with historical power line wildfires besides the October 2007 fires in Southern California (e.g., the Butte Fire that burned 71,000 acres in Amador and Calaveras Counties in September 2015), and (2) ranks fire-threat areas based on the risks that utility-associated wildfires pose to people and property.

Primary responsibility for the development of the CPUC Fire-Threat Map was delegated to a group of utility mapping experts known as the Peer Development Panel (PDP), with oversight from a team of independent experts known as the Independent Review Team (IRT). The members of the IRT were selected by CAL FIRE and CAL FIRE served as the Chair of the IRT. The development of CPUC Fire-Threat Map includes input from many stakeholders, including investor-owned and publicly-owned electric utilities, communications infrastructure providers, public interest groups, and local public safety agencies.

The PDP served a draft statewide CPUC Fire-Threat Map on July 31, 2017, which was subsequently reviewed by the IRT. On October 2 and October 5, 2017, the PDP filed an Initial CPUC Fire-Threat Map that reflected the results of the IRT's review through September 25, 2017. The final IRT-approved CPUC Fire-Threat Map was filed on November 17, 2017. On November 21, 2017, Safety and Enforcement Division (SED) filed on behalf of the IRT a summary report detailing the production of the CPUC Fire-Threat Map (referenced at the time as Fire Map 2). Interested parties were provided opportunity to submit alternate maps, written comments on the IRT-approved map and alternate maps (if any), and motions for Evidentiary Hearings. No motions for Evidentiary Hearings or alternate map proposals were received. As such, on January 19, 2018, the CPUC adopted, via SED's disposition of a Tier 1 Advice Letter, the final CPUC Fire-Threat Map.

In D.17-01-009, as modified by D.17-06-024, the CPUC adopted a work plan for the development and adoption of the CPUC Fire-Threat Map, which constitutes one part of the HFTD. Pursuant to these decisions, the HFTD is a composite of two maps:

- Tier 1 High Hazard Zones (HHZs) on the U.S. Forest Service-CAL FIRE joint map of Tree Mortality HHZs ("Tree Mortality HHZ Map").
- Tier 2 and Tier 3 fire-threat areas on the CPUC Fire-Threat Map

The Tree Mortality HHZ Map is an off-the-shelf map. Tier 1 HHZs are zones in direct proximity to communities, roads, and utility lines, and are a direct threat to public safety. Tier 2 fire-threat areas depict areas where there is an elevated risk (including likelihood and potential impacts on people and property) from utility-associated wildfires. Tier 3 fire-threat areas depict areas where there is an extreme risk (including likelihood and potential impacts on people and property) from utility-associated wildfires.

It should be noted that (1) Tier 2 and Tier 3 fire-threat areas on the CPUC Fire-Threat Map may overlap Tier 1 HHZs on the Tree Mortality HHZ Map, (2) the Tree Mortality HHZ Map is not owned or maintained by the CPUC, and (3) the Tree Mortality HHZ Map is updated much more frequently (approximately annually) than the 10-year update cycle adopted by the above-mentioned decisions for the CPUC Fire-Threat Map.

The fire-safety regulations described below apply only to areas designated as "high fire-threat areas" in accordance with the adopted interim maps. Similarly, the HFTD, as described in this section, is intended to depict an analogous area based, in part, upon a mapping product (i.e. CPUC Fire-Threat Map) developed specifically for the purpose of scoping utility regulations.

The fire-safety regulations adopted in R.08-11-005 that relied on the interim maps include:

- GO 95, Rule 18A, which requires electric utilities and communication infrastructure providers (CIPs) to place a high priority on the correction of significant fire hazards in high fire-threat areas of Southern California.
- GO 95, Rules 31.2, 80.1A, and 90.1B, which set the minimum frequency for inspections of aerial communication facilities located in close proximity to power lines in high fire-threat areas throughout California.
- GO 95, Rule 35, Table 1, Case 14, which requires increased radial clearances between bare-line conductors and vegetation in high fire-threat areas of Southern California.
- GO 95, Appendix E, which authorizes increased time-of-trim clearances between bare-line conductors and vegetation in high fire-threat areas of Southern California.
- GO 165, Appendix A, Table 1, which requires more frequent patrol inspections of overhead power line facilities in rural, high fire-threat areas of Southern California.
- GO 166, Standard 1.E., which requires each electric utility in Southern California to develop and submit a plan to reduce the risk of fire ignitions by overhead facilities in high fire-threat areas during extreme fire-weather events. Electric utilities in Northern California must also develop and submit a plan if they have overhead facilities in high fire-threat areas that are subject to extreme fire-weather events.

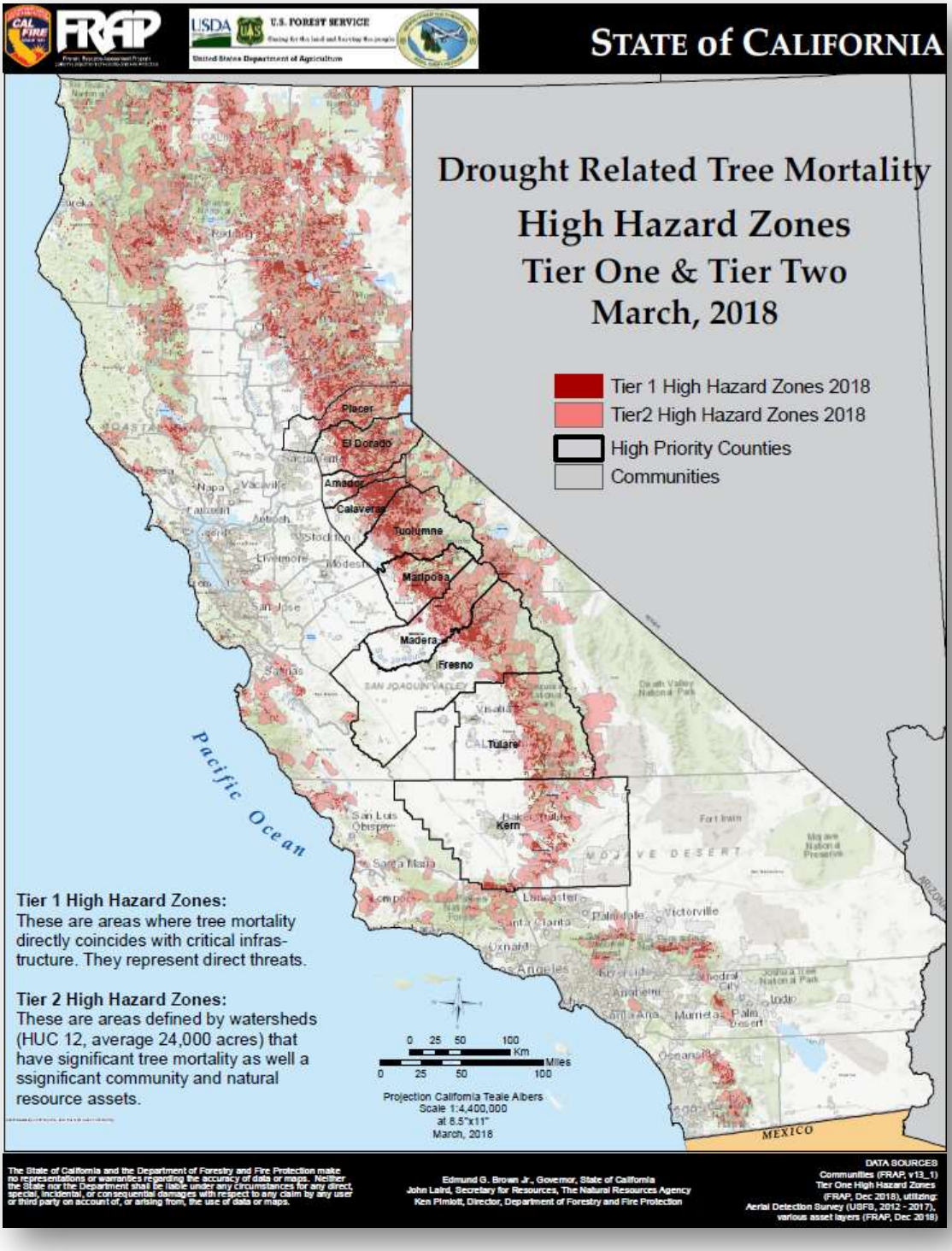
The scope of R.15-05-006 included the identification, evaluation, and adoption of additional fire-safety regulations for the High Fire-threat District (HFTD). To this end, a series of public workshops were held by a group known as the Fire Safety Technical Panel (FSTP), chaired by the CPUC's SED and Southern California Edison Company (SCE).

On July 10, 2017, the FSTP filed a Workshop Report that contained 23 proposed fire-safety regulations and eight (8) alternatives. Interested parties filed opening comments on July 31, 2017, and reply comments on August 11, 2017. On December 21, 2017, the CPUC issued D.17-12-024, adopting new fire-safety regulations in the HFTD.

On December 21, 2017, the CPUC issued Decision (D.) 17-12-024 adopting regulations to enhance fire-safety in the HFTD, effectively completing the second track of R.15-05-006 described above.

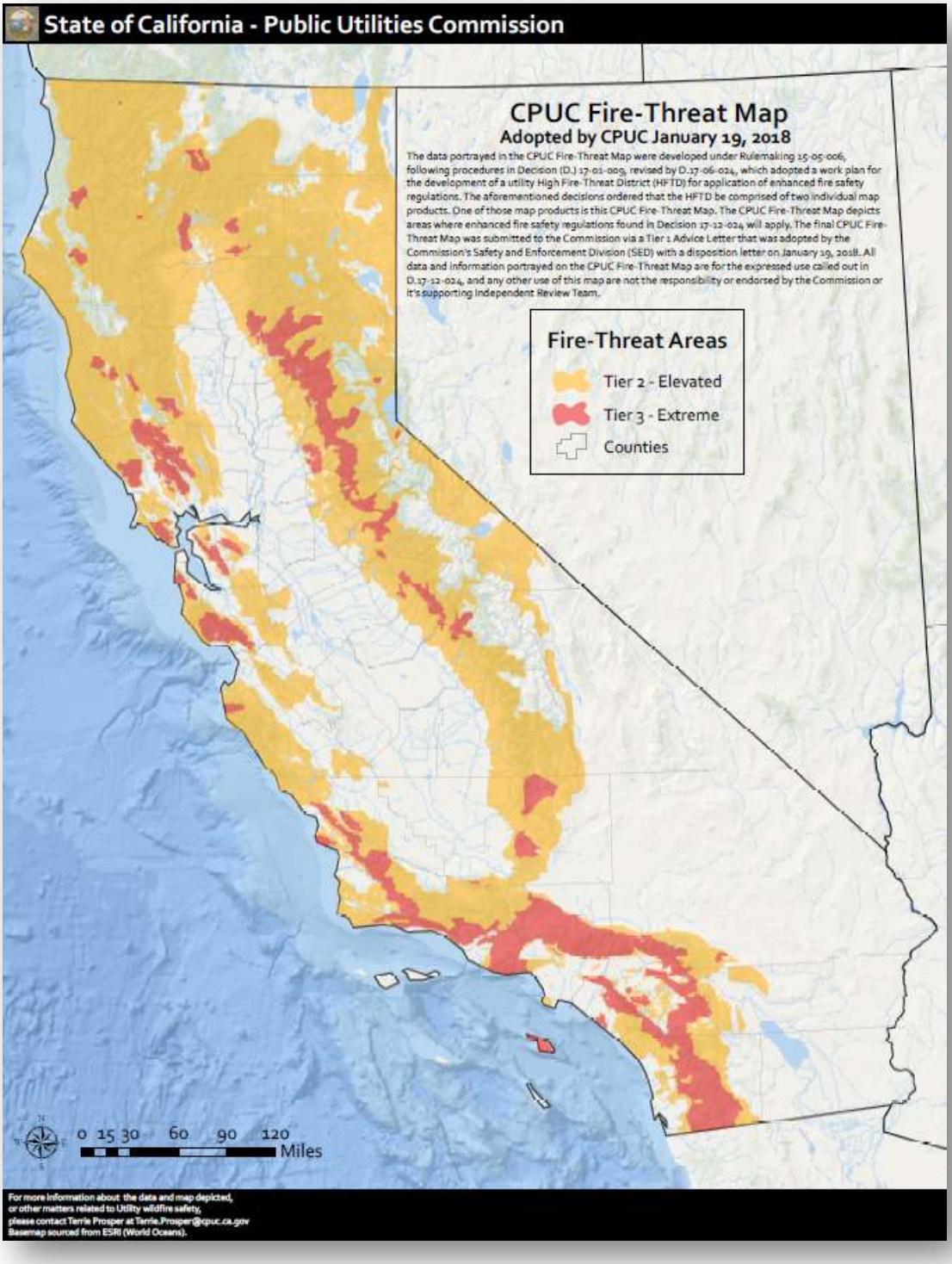
On January 19, 2018, the CPUC adopted, via SED's disposition of a Tier 1 Advice Letter, the final CPUC Fire-Threat Map. The adopted CPUC Fire-Threat Map, together with the map of Tier 1 High Hazard Zones (HHZs) on the USFS-CAL FIRE joint map of Tree Mortality HHZs, comprise the HFTD Map where stricter fire-safety regulations apply. (California Public Utilites Commission, n.d.)

Figure 2 - California Fire High Hazard Zones



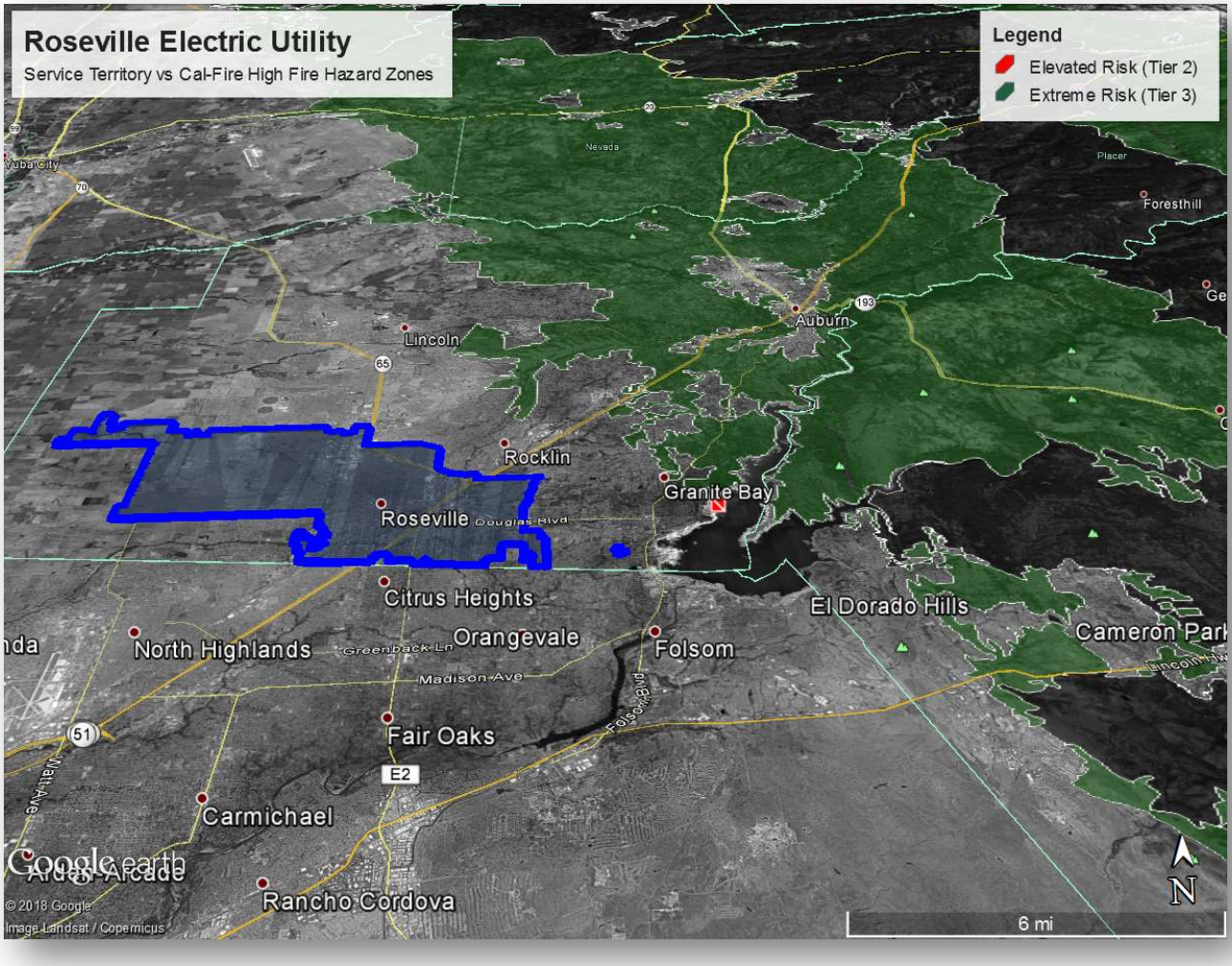
Note: The City of Roseville is not currently located within a USFS-CAL FIRE designated High Hazard Zone. High Hazard Zones are based on estimated tree mortality rates.

Figure 3 - CPUC Fire Map (Tier 2 & 3)



Note: The City of Roseville is not currently located within a CPUC designated high fire-threat area. The CPUC defines two fire threat tiers: Tier 2 – Elevated risk for utility-associated wildfires / Tier 3 – Extreme risk for utility-associated wildfires.

Figure 4 – Roseville Electric Utility Service Territory vs .Cal-Fire High Fire Hazard Zones

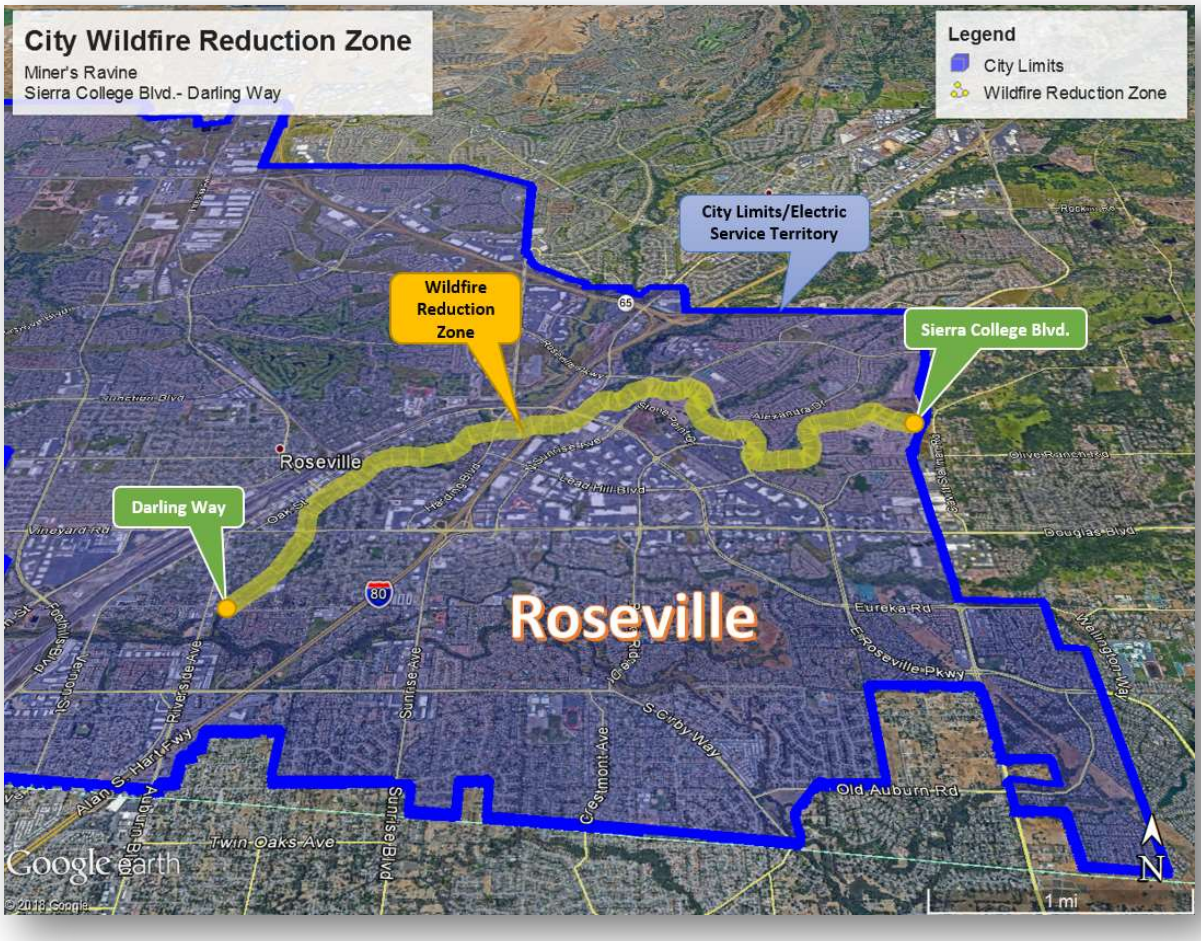


Roseville Electric Utility reviewed the boundaries of the HFTD and confirmed that, based on local conditions and historical fire data, all of Roseville Electric Utility's service territory was properly excluded.

City Wildfire Reduction Zone

The area designated as the "City Wildfire Reduction Zone" incorporates a specific section of Miners Ravine that runs through a portion of the city. This is mostly an open space area that has increased precautionary measures for electric utility inspections and maintenance actions.

Figure 5 – City Wildfire Reduction Zone



Design and Construction Standards

Roseville Electric Utility's electric facilities are designed and constructed to meet or exceed the relevant Federal, State, or industry standard. Roseville Electric Utility treats CPUC GO 95 and GO 128 as a key industry standard for design and construction standards for overhead and underground electrical facilities. Roseville Electric Utility meets or exceeds all standards in GO 95 and GO 128. Additionally, Roseville Electric Utility monitors and follows, as appropriate, National and/or California Electric Safety Codes. In the City Wildfire Reduction Zone Roseville Electric Utility will research the use Cal Fire Exempt equipment such as non-explosive fuses. Additionally, line and bird guards will be installed where jumpers are closely spaced, and the use of hot line clamps will be prohibited.

Vegetation Management

Roseville Electric Utility meets or exceeds the minimum industry standard vegetation management practices. For distribution level facilities, Roseville Electric Utility meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) GO 95 Rule 35; and, (4) the GO 95 Appendix E Guidelines to Rule 35. These standards require significantly increased clearances in the High Fire Threat District which do not apply to Roseville; however, Roseville Electric Utility contract tree crews perform tree branch trims to keep several feet of clearance away from the primary overhead electric supply conductors at the time of the trimming, refer to the Wildfire Reduction Zone Inspection and Maintenance Program (REU, EOP 1.07). This safety and reliability effort typically allows the REU tree crews enough time to return to the same location and trim again before the tree branches grow within the minimum allowable clearances. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. REU will use specific knowledge of growing conditions and tree species to determine the appropriate time-of-trim clearance in each circumstance.

Figure 6 – GO95, Rule 35, Table 1

GO 95, Rule 35, Table 1					
Case	Type of Clearance	Trolley Contact, Feeder and Span Wires, 0-5kv	Supply Conductors and Supply Cables, 750 - 22,500 Volts	Supply Conductors and Supply Cables, 22.5 - 300 kV	Supply Conductors and Supply Cables, 300 - 550 kV (mm)
13	Radial clearance of bare line conductors from tree branches or foliage	18 inches	18 inches	¼ Pin Spacing	½ Pin Spacing
14	Radial clearance of bare line conductors from vegetation in the Fire-Threat District	18 inches	48 inches	48 inches	120 inches

Figure 7 – Appendix E, Guidelines to Rule 35

Appendix E Guidelines to Rule 35		
The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.		
Voltage of Lines	**Case 13**	**Case 14**
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet	12 feet

Inspections

Roseville Electric Utility meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, utilities inspect electric facilities in the HFTD more frequently than the other areas of its service territory. As described above, Roseville Electric Utility currently does not have any overhead power lines located within or near the HFTD within the CPUC's Fire-Threat Map. However, Roseville Electric Utility has decided to inspect the City Wildfire Reduction Zone on an annual basis, as stated in the Wildfire Reduction Zone Inspection and Maintenance Program (REU, EOP 1.07). The inspection target is to be completed annually, before the start of fire season each year.

If Roseville Electric Utility staff discovers a facility in need of repair that is owned by an entity other than Roseville Electric Utility, Roseville Electric Utility will issue a notice to repair (Safety Hazard Notification) to the facility owner so that necessary repairs can be completed.

Reclosing Policy

Roseville Electric Utility does not currently have any distribution recloser equipment installed on electric supply circuits and thus no policy is currently needed:

> REU does not have 12kV reclosers located along distribution feeders. Reclosing operations are performed by feeder breakers located in REU's substations. In most instances, the reclose function is set to operate once for underground feeders and twice for overhead feeders. In most cases, 60kV substation line breakers are set to reclose one time.

Engineering and operations management have reviewed the current system protection (reclose) philosophy and, considering our annual summer preparedness work, have determined there is no immediate apparent advantage to changing our approach to protection reclosing.

Note: Substation breakers are placed in "no-test" during maintenance procedures that necessitate that action.

Response

Protocols for de-energizing portions of the electrical system defer to one of several methods that depend upon the severity and type of situation. In the unlikely event of a Power Safety Power Shutoff (PSPS) Roseville Electric will follow the protocols established in the REU Summer Preparedness Plan. These protocols include: City Emergency Operations Center activation, Electric Department Emergency Operation Center activation, emergency communications, emergency public information priorities, mutual assistance options, and critical and at-risk customer considerations. Working with City Police and Fire Departments, REU developed the following restoration list that will be used in reverse to prioritize a PSPS:

- Priority 1 – Restores power to communication facilities and the most at risk population.
- Priority 2 – Restores power to the critical at risk population
- Priority 3 – Restores power to potable water. This priority was determined based on available generation at the City of Roseville's water treatment facility and that the generator does not fail.
- Priority 4 – Restores power to larger capacity fueling facilities.
- Priority 5 – Solid waste and wastewater. The city is capable of handling much of this without supplied power because of onsite generation
- Priority 6 - Jail/Detention and Court house. Currently it is not known what types of generation are available to these facilities. The assumption is that there is and they can maintain minimal operations until power is restored. These facilities need further investigation as do the needs of the FBI building.
- Priority 7 – Key Accounts, Eating/Dining/Mall. These include restaurants, grocery stores, and warehouses. All at-risk personnel and sanitation is complete. Power to grocery stores, food ware houses and restaurants (fast food and sit down) becomes a need so that people can be fed and potentially prevent the discarding of food that has not been refrigerated properly.
- Priority 8 – Assembly areas – these include schools, theater and churches. The intent is to provide locations for cooling centers to be available. These are large gathering sites and if logistical support is needed for residents, they are in central areas to make aid support easier.

De-energization

Roseville Electric Utility has the authority to preemptively shut off power due to fire-threat conditions, however, this option will only be used in extraordinary circumstances.

Upon confirmation of a planned fire-threat de-energization event, advance notice (as much as possible and/or practical) will be given to all Roseville customers, such as residences and businesses, through the communication tactics as stated in Section 2.0 of this document.

Critical facilities and some key electric customers, such as Fire Departments, Law Enforcement and Hospitals, may be contacted directly to give as much notice as possible as to the planned de-energization of their electric service due to a fire-threat condition.

Typical methods used for internal city communication of a major de-energization event may be through Dispatch (for example, Electric Dispatch to Police Dispatch), radio or cellular equipment. Should a major de-energization event occur due to a fire-threat, it is likely that the EOC will be activated and the Electric, Police and Fire Departments will be directly involved in the emergency process.

5. RESTORATION OF SERVICE

SOP 6.01 Electric Outage Restoration Procedure

Roseville Electric Utility has a Standard Operating Procedure for Electric Outage Restoration (REU, SOP 6.01). The purpose of the document is to provide a consistent set of procedures for Electric System Dispatchers and field personnel to communicate, safely assess, isolate and restore power to areas affected by an unscheduled power outage. The same procedures apply after an electric outage event due to a wildfire.

Employee, public safety personnel and public safety shall always be the first consideration.

This procedure classifies unscheduled outages in the following categories:

- 12kV Feeder – Laterals
- 12kV Feeder – Mainline
- 60/12kV Distribution Substation
- 230/60kV Receiving Station
- Complete System Blackout

Steps are outlined for each outage category restoration effort. All overhead circuits will be inspected and cleared prior to re-energization per applicable regulations.

SOP 6.02 Outage Notification Procedure for Electric Dispatch

This document (REU, SOP 6.02)establishes broad power outage notification procedures that shall be adhered to by all Roseville Electric Utility Electric System Dispatchers involved in the notification process for scheduled and unscheduled power outages. This document provides general outage notification procedures for REU Dispatchers and describes their role in the notification process for scheduled and unscheduled power outages during and after normal working hours.

This procedure classifies outages in the following categories:

- Scheduled Power Outages
- Unscheduled Power Outages – Non-Circuit/Normal Hours
- Unscheduled Power Outages – Non-Circuit/After Hours
- Unscheduled Power Outages – Circuit/VIP Normal Hours
- Unscheduled Power Outages – Circuit/VIP After Hours

This SOP is located in the dispatch center, online on the City intranet and a hard-copy has been assigned to relevant operations field staff. For reference, the document (REU, SOP 6.02A) “External and Internal Outage Communication” handles additional communication protocols.

6. PLAN EVALUATION

Metrics for measuring plan performance

Roseville Electric Utility will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the service territory.

Metric 1: Fire Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- A Roseville Electric Utility distribution asset was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and,
- Roseville Electric Utility has knowledge that the fire occurred.

Metric 2: Wire Down

The second metric is the number of distribution wires downed within REU's service territory. For purposes of this metric, a wires down event includes any instance where an electric primary distribution conductor falls to the ground or on to a foreign object.

Roseville Electric Utility will not normalize this metric by excluding unusual events, such as severe storms. Instead, Roseville Electric Utility will supplement this metric with a qualitative description of any such unusual events.

Impact of Metrics on Plan

In the initial years, Roseville Electric Utility anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, Roseville Electric Utility will be able to identify areas of its operations and service territory that are disproportionately impacted. Roseville Electric Utility will then evaluate potential improvements to the plan.

Monitoring and Auditing the Plan

Review of the Wildfire Mitigation Plan will occur by REU staff annually, or as needed throughout the year. The annual review will include an assessment of this Plan's associated programs and performance. This Plan will be presented publicly to City Council on an annual basis or consistent with State mandates. Additionally, a qualified independent evaluator may present a report on this Plan to the City Council.

Identifying and Correcting Deficiencies to the Plan

During any review of the Plan, the Electric Director, or his/her designee, has the authority to, and is responsible for, correcting the deficiencies.

Monitoring the Effectiveness of Inspections

Roseville Electric Utility uses General Orders 95 (GO95), 128 (GO128) and 165 (GO165), respectively as it's guide to inspect its electric supply system. Field staff routinely inspect assets (typically based on an interval process) within the electric service territory and identify and perform corrective action as deficiencies are encountered. For reactive maintenance that cannot be repaired upon discovery, a priority level is assigned and a subsequent work order is created. Work orders require personnel to input information, which establishes accountability, for those charged with completing the order, along the order processing continuum. REU tracks inspections and reactive maintenance in its Computerized Maintenance Management System and, per GO165, reports information to the CPUC annually.

REU staff meets regularly (typically monthly) to review electric outages. Several metrics, such as outage response times, fire ignition, wires down, and reliability indices undergo review. Below are the metrics that will be used to measure the performance of this Plan:

Specific metric	Indicator	Measure of effectiveness
Fire ignition	Count of events	Reduction in general trends
Wires down	Count of events	Reduction in general trends

7. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires Roseville Electric Utility to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The independent evaluator must issue a report that is posted to the City's website. This report must also be presented to City Council at a public meeting.

8. REFERENCES

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REU, SOP 6.02. (n.d.). REU, SOP 6.02 Outage Notification Procedures.

REU, SOP 6.02A. (n.d.). REU, SOP 6.02A External and Internal Outage Notification Procedures.

COUNCIL COMMUNICATION

CC #: 1159
File #: 0102-09

Title:	Selection of the Next Vice Mayor - Drawing by Lots
Contact:	Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 12/16/2020
Item #: 9.3.

RECOMMENDATION TO COUNCIL

Recommend the City Council direct the City Clerk to follow provisions of amended Charter Section 2.03 denoting the City's current vice mayor shall be selected by drawing of lots from all the districts. The drawing will determine who will be seated as vice mayor for a two-year term. Following each general municipal election after 2020, a vice mayor shall be seated by rotation in sequential order of the five districts. Vice Mayor Krista Bernasconi will not be included in the drawing of lots as she will be seated as mayor from December 9, 2020 until certification of the next general municipal election in 2022.

BACKGROUND

Measure L, regarding the assumption of office by, meeting of council, and seating of mayor and vice mayor, was passed by the residents at the November 3, 2020 general municipal election.

Previous to the amendment, Charter Section 2.03 provided that the Councilmember who received the highest number of votes in the latest at-large election shall be seated as vice mayor for two years and then mayor for two years. In December of 2019, the City Council adopted Chapter 2.06 of the Roseville Municipal Code establishing by-district elections. The current method of selecting the vice mayor by highest number of votes is problematic under a by-district election system because the districts are not equal in population and may not have the same number of candidates running for Council.

To resolve those issues, the Charter amendment revises Charter Section 2.03 to specify that the Councilmember who received the highest number of votes in the 2018 election, the City's current vice mayor, shall be seated as mayor for a two year term following the certification of the 2020 election. The amendment further requests the City Clerk draw lots from all of the districts, except the district where the mayor resides, to determine who will be seated as vice mayor for a two-year term. Following each general municipal election after 2020, a vice mayor shall be seated by rotation in sequential order of the five districts. After the vice mayor's term terminates, the vice mayor shall be seated as mayor. The revised Charter amendment also clarifies that the mayor and vice mayor shall each serve a two-year term.

The vice mayor selected will immediately be sworn into office.

FISCAL IMPACT

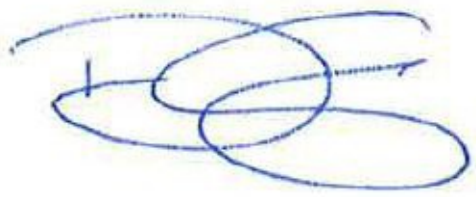
No fiscal impact is created by the drawing of lots.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Selection of the next vice mayor meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sonia Orozco, City Clerk



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Dominick Casey, City Manager