



City Council Chambers, 311 Vernon Street

roseville.ca.gov

The City of Roseville welcomes your participation.

Meeting Schedule: Regular meetings of the City Council are held on the first and third Wednesday of each month at 6:00 p.m.

Public Comment - Non-Agenda Items: A total of 25 minutes is allotted for public comments. Each speaker has three (3) minutes to address the Mayor on issues not on the agenda and within the City's jurisdiction. Please submit a yellow speaker card to the City Clerk before the item is heard. You will still have an opportunity to comment if you haven't filled out a yellow speaker card. Under the Brown Act, the City Council cannot discuss or act on items not listed on the agenda.

Public Comment - Agenda Items: Speakers have three (3) minutes on regular agenda items and five (5) minutes on public hearing items. Emailed comments will be made part of the permanent record.

Email cityclerk@roseville.ca.gov no later than 4:00 p.m. the day of the meeting with Public Comment in the subject line.

Americans with Disabilities Act/Interpreters: If special assistance is required to participate in a meeting, including the need of auxiliary aids or services or assistance with interpreter services, please notify the City Clerk at least 72 hours in advance of the meeting.

City Clerk 311 Vernon Street cityclerk@roseville.ca.gov 916-774-5263 TDD: 916-774-5220

Security Measures: All attendees must pass through a metal detector. Prohibited items – including firearms (even with valid CCW), knives, pepper spray/mace, explosives, weapons, dangerous devices of any kind, illegal drugs, and alcohol – are not allowed.

Viewing Options: In addition to the viewing options below, **audio/visual** comments can be made via: [Teams](#).

Meeting ID: **223 741 685 370 862**

Passcode: **hH7xa3QA**

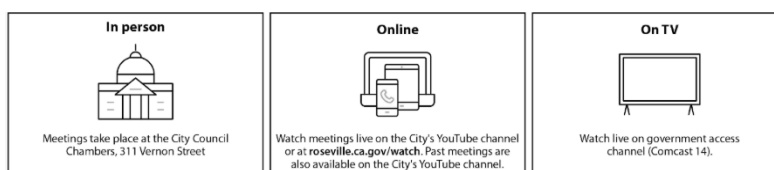
Click: Continue on this browser

Click: Join now

Attendees will enter the meeting muted and with no camera accessibility. Once attendee is recognized to speak, attendee will have the microphone enabled and has the option to enable their camera.

Teams participation by telephone (audio only)

1. Dial **(213) 282-6642**
 2. Conference ID: **253 584 545#**
 3. To make a public comment, press ***5** to "raise your hand"
- To unmute yourself press ***6**





Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Rocucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

AGENDA

City Council Regular Meeting

September 16, 2026

6:00 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MEETING PROCEDURES

V. PUBLIC COMMENTS

This is an opportunity to make a public comment on non-agenda items.

VI. CONSENT CALENDAR

1. The Courts at Gibson Park Frontage Improvement Project - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Courts at Gibson Park – Frontage Improvement Project. The total cost of the construction contract with Frontline General Engineering, Inc. is \$473,532. Funding for this project was approved using the Citywide Park Fund in The Courts at Gibson Park - Frontage Capital Improvement Project budget. Additional funds were allocated from the General Fund using the FY2023-24 year-end budget surplus and the General Fund Capital Reserve Fund.

CONTACT: Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-346 accepting the Public Work known as The Courts at Gibson Park - Frontage Improvement Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville.

2. Roseville Aquatics Complex Renovation Project - Award of Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with J-Walt Construction, Inc., in the amount of \$2,266,000 to renovate the Roseville Aquatics Complex which will include replastering of the competition pool and upgrades to the locker rooms and restrooms. Additive alternates include mechanical pit wall repairs, heating, ventilation, and air conditioning improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. Funding for renovation of this aquatic facility was provided by fiscal year 2024-25 General Fund year-end budget surplus appropriated in the FY2026-27 budget to the Roseville Aquatics Complex Renovations Project in the Parks Recreation and Library Capital Projects Fund. There will be no increase in General Fund maintenance costs.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-333 approving an agreement, by and between the City of Roseville and J-Walt Construction, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

3. Del Stephenson Park Play Structure Replacement - Contract Purchase Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of a contract purchase agreement with Playpower LT Farmington, Inc. c/o All About Play, Inc. for the Del Stephenson Park play structure replacement in the amount of \$189,416.44. Funding and maintenance for the play structure replacement is through the Highland Reserve North Community Facilities District No. 2 (Services District). There will be no General Fund impact.

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-340 approving a contract purchase agreement, by and between the City of Roseville and Playpower LT Farmington, Inc. c/o All About Play, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. Summerhill Park Play Structure Replacement Project - Contract Purchase Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of a contract purchase agreement with Playpower LT Farmington, Inc. c/o All About Play for Summerhill Park play structure replacement in the amount of \$190,000. Funding for this project was approved by Council in FY2025-26. The Summerhill Park play structure replacement project is funded through the Parks, Recreation & Library Capital Projects Fund. There will be no additional General Fund impact.

CONTACT: Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-341 approving a contract purchase agreement, by and between the City of Roseville and Playpower LT Farmington, Inc. c/o All About Play, and authorizing the City Manager to execute it on behalf of the City of Roseville.

5. Water Services - Sole Source Purchase Order (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - ADMINISTRATION)

Summary: Staff recommends approval of a sole source open purchase order including four (4) additional one-year renewals with Placer County Water Agency for water services to Roseville customers in Stoneridge Specific Plan. Placer County Water Agency is the sole supplier of water services in portions of the Stoneridge Specific Plan. The total cost of the purchase order is not to exceed \$764,000 over five years. Funding will be provided from the annual budgets of the Parks, Recreation & Libraries Department in the General Fund and Stoneridge Community Facilities District No. 1 (Services District).

CONTACT: Anita Kwong 916-774-5243 akwong@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-334 approving a sole source purchase order for water services.

6. Maidu Museum and Historic Site Exhibit Refresh Project - Professional Design Services Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - LIBRARY)

Summary: Staff recommends approval of a professional design services agreement with Lord Cultural Resources Planning & Management Inc. in the amount of \$255,206 to provide design services for the internal exhibit space at the Maidu Museum and Historic Site. Funding was appropriated in the FY2025-26 Capital Improvement Project budget to the Maidu Museum and Historic Site Exhibit Refresh Project in the Parks, Recreation & Library Capital Projects Fund.

CONTACT: Narinderpal Sufi 916-774-5234 nksufi@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-335 approving a professional design services agreement, by and between the City of Roseville and Lord Cultural Resources Planning & Management Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

7. Stone Point Community Facilities District No. 5 Parks Rehabilitation - New Capital Improvement Project and Budget Adjustment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of a budget adjustment of \$155,357 for the establishment of a new Capital Improvement Project – Stone Point Communities Facilities District 5 Parks Rehabilitation. Funding is provided by available resources in the Stone Point Community Facilities District No. 5 Capital Fund.

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

The City Council will consider the recommendation to:

- a. Authorize the establishment of a new Capital Improvement Project – Stone Point Community Facilities District 5 Parks Rehabilitation; and
- b. Adopt Ordinance No. 7103 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

8. North Roseville Community Facilities District 1 Park Rehabilitation - New Capital Improvement Project and Budget Adjustment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of a budget adjustment of \$133,530 for the establishment of a new Capital Improvement Project – North Roseville Community Facilities District 1 Park Rehabilitation. Funding is provided by available resources in the North Roseville Community Facilities District No. 1 Fund. There will be no General Fund impact.

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

The City Council will consider the recommendation to:

- a. Authorize the establishment of a new Capital Improvement Project – North Roseville Community Facilities District 1 Park Rehabilitation; and
- b. Adopt Ordinance No. 7104 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

9. California Independent System Operator Extended Day Ahead Market – Onboarding Agreements (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of the California Independent System Operator (CAISO) Extended Day-Ahead Market (EDAM) agreements, which include the EDAM Load Serving Entity Agreement, the EDAM Addendum to the Energy Imbalance Market (EIM) Participating Resource Agreement, and the EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement, that are required for Roseville Electric Utility's onboarding and registration for planned EDAM participation in 2027. There is no fiscal impact associated with the EDAM onboarding and application process. Roseville's existing participation in the Western EIM satisfies the applicable CAISO application requirements, and no additional application fee is required.

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 26-344 approving the California Independent System Operator Extended Day-Ahead Market agreements.

10. Energy Risk Management Policies Update (ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)

Summary: Staff recommends approval of updates to the Energy Credit Risk Policy and Energy Trading Authority Policy, and reaffirming the Energy Risk Management Policy and Energy Hedge Policy. The recommended updates clarify existing risk management controls for Roseville Electric Utility and do not expand trading authority, increase credit approval limits, or change the City's risk appetite. There is no fiscal impact associated with these policy changes.

CONTACT: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-345 reaffirming the Energy Risk Management Policy and Energy Hedge Policy, and adopting the Energy Credit Risk Policy and Energy Trading Authority Policy.

11. Electric Utility Wildfire Mitigation Plan and Independent Evaluator Report (ELECTRIC DEPARTMENT - DISTRIBUTION & OPERATIONS)

Summary: Staff recommends acceptance of the Roseville Electric Utility (REU) 2026-2029 Wildfire Mitigation Plan (WMP) and accompanying Independent Evaluator Report. The WMP outlines REU's programs and practices to reduce wildfire risk, protect public and employee safety, and maintain the reliability of Roseville's electric system in accordance with California Public Utilities Code section 8387. Beginning in 2026, state law requires publicly owned electric utilities to submit a WMP to the California Wildfire Safety Advisory Board at least once every four years according to an established schedule. REU is included in the 2026 reporting cycle. While REU remains outside CPUC-designated Tier 2 and Tier 3 High Fire-Threat Districts, the WMP incorporates updated Fire Hazard Severity Zone mapping and associated monitoring and inspection activities. Charles River Associates independently evaluated the Plan and concluded that it meets the statutory requirements for comprehensiveness. There is no cost associated with the City Council's acceptance of the 2026-2029 Wildfire Mitigation Plan.

CONTACT: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

The City Council will consider the recommendation to:

a. Accept the Roseville Electric Utility 2026–2029 Wildfire Mitigation Plan and accompanying Independent Evaluator Report; and

b. Authorize staff to submit the approved Plan and related materials to the California Wildfire Safety Advisory Board in accordance with applicable state requirements.

12. Electric Generation Vapor Compressor – Sole Source Purchase Order (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of a Sole Source Purchase Order with American Compressor Company in the amount of \$341,314.92 to provide two (2) Howden Roots manufactured rotary lobe vapor compressors for onsite backup inventory replacing the prior

backup inventory which are now in service. Funding is included in the Electric Department's Fiscal Year 2026-27 budget in the Electric Fund.

CONTACT: Nathan Ribordy, Steve Hancock 916-746-1673, 916-774-5631
nribordy@rosegille.ca.us, sjhancock@rosegille.ca.us

The City Council will consider the recommendation to:

a. Approve a sole source purchase order with American Compressor Company.

13. Renewable Energy Credits Power Purchase Agreement (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends the City Council adopt the attached resolution authorizing the City Manager, or their designee, to execute the attached Renewable Energy purchase through a long-term Power Purchase Agreement with Shell Energy North America, L.P. The annual cost of the power purchase agreement is \$3,175,000. Future funding will be included in the Electric Department's future Electric Fund budgets and are subject to the approval of City Council. This recommendation has no impact on the General Fund.

CONTACT: Petra Wallace 916-774-5510 pwallace@rosegille.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-348 approving a power purchase agreement, by and between the City of Roseville and Shell Energy North America (US), L.P. and authorizing the City Manager to execute it on behalf of the City of Roseville.

14. Dry Creek Greenway East Phase 1 Fence and Landscaping Project - Award of Contract and Budget Adjustment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of a construction agreement with Ornamental Solutions, Inc. in the amount of \$325,388 for the construction of the Dry Creek Greenway East Phase 1 Fence and Landscaping Project, and approval of a budget adjustment to fully fund the construction and construction management services to closeout the Dry Creek Greenway East Phase 1 Trail Project in the amount of \$760,000 from the Local Transportation Fund. The scope of the Fence and Landscaping project includes construction of an 8-foot-tall steel and redwood fence, landscaping and irrigation along the Dry Creek Greenway East Phase 1 Trail west of Sunrise Avenue. Work is expected to begin in summer 2026 and be completed by early 2027. Staff also recommends approval for change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 15% of the contract price. The project is funded with Local Transportation Funds. No General Fund resources will be used for the project.

CONTACT: Samuel Benjamin 916-746-1305 sbenjamin@rosegille.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-337 approving an agreement, by and between the City of Roseville

and Ornamental Solutions, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7105 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

15. Storm Drain Repair Project - Award of Contract and Budget Adjustment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of a construction agreement with BRCO Constructors, Inc. in the amount of \$1,451,905 for the Storm Drain Repair Project, and approval of a budget adjustment to fully fund construction in the amount of \$860,000 from the Highway Users Tax Fund. The project will include the rehabilitation of existing drainage systems and construction of new drainage systems. Staff also requests approval for change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 10% of the contract price. The project is funded by the General Fund (\$1,450,000) and Highway User Tax Fund (\$910,000 with the recommended budget adjustment). Work is expected to begin in September 2026 and be completed by summer 2027.

CONTACT: Joseph Arino 916-774-5460 jarino@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-342 approving an agreement, by and between the City of Roseville and BRCO Constructors, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7107 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

16. Cirby Way Water Pipeline Repair Project (RFP #08-158) - Design-Assist Construction Agreement & Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval and award of a design-assist construction agreement to Preston Pipelines Infrastructure LLC for the Cirby Way 24-Inch Main Replacement Project in the amount of \$3,677,500 and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent or \$367,750. This item also requests approval of construction plans, specifications, and a budget adjustment of \$4,780,000 from the Water Rehabilitation Fund to increase the total project budget to \$4,950,000

CONTACT: Jose Bygoytia-Amaya 916-774-5754 JBygoytia@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-338 approving an agreement, by and between the City of Roseville and Preston Pipelines Infrastructure, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Approve the project's construction plans and specifications; and

c. Adopt Ordinance No. 7106 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

17. North Central Roseville Specific Plan Parcel 42C - Shea Apartments Easement Abandonment (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends approval of the summary vacation of an existing 15-foot-wide water line easement and an existing 16-foot-wide sewer line easement for an apartment project located at 572 Gibson Drive, and to authorize the City Manager to execute any related documents necessary to facilitate the summary vacation. These actions have no fiscal impact on the City's General Fund.

CONTACT: Kinarik Shallago 916-746-1309 kshallago@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-343 ordering summary vacation of public utility easements at 572 Gibson Drive.

18. Community Facilities District No. 4 (Public Services), Annexation 11 (Oak Leaf Estates) - Intention to Annex Territory (FINANCE DEPARTMENT)

Summary: Staff recommends approval of a Resolution of Intention to Annex Territory to Community Facilities District (CFD) No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein, and set Wednesday, October 21, 2026, at 6:00 p.m. in the Roseville Civic Center Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing. On September 12, 2024, the Planning Commission approved a Tentative Subdivision Map to subdivide Infill Parcel 13, an existing 4.24-acre parcel, into 17 residential lots and adopted the Oakleaf Estates Subdivision Initial Study Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Per the conditions of approval, the subject property shall be annexed into the existing CFD No. 4 (Public Services) prior to approval of the Final Parcel Map to fund ongoing maintenance obligations. The annexation of the property into infill CFD No. 4, will not impact the City's General Fund. The property owners will pay an annual special tax to fund the applicable CFD maintenance costs.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-347 a Resolution of Intention to annex territory to Community Facilities District and to authorize the Levy of Special Taxes therein.

19. Cybersecurity Endpoint Detection and Response Subscription and Support - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - INFRASTRUCTURE SOLUTIONS)

Summary: Staff recommends approval of a purchase order with ePlus Technology Inc. for renewal of Cybersecurity Endpoint Detection and Response subscription and support, and the annual estimated cost of the agreement is \$168,148.23 per year, plus a 10% contingency each year. Funding is included in the FY2026-27 Information Technology Operations Fund budget and the Public Works Department's traffic signal budgets in the Electric Fund.

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-330 approving a contract purchase agreement, by and between the City of Roseville and ePlus Technology Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

20. Multi-Function Printers - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - INFRASTRUCTURE SOLUTIONS)

Summary: Staff recommends approval of a contract purchase agreement renewal with Flex Technology Group LLC, dba FlexTG LLC, to provide copier lease and printing services. As part of the agreement, the City is required to execute leases with a third party to receive the multi-functional printers. The annual cost of the one-year agreement will not exceed \$400,000. Funding is included in the FY2026-27 operating budgets for City departments in the General Fund, enterprise funds, and internal service funds.

CONTACT: Matthew Sweet 916-774-5111 msweet@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-339 approving an agreement, by and between the City of Roseville and Flex Technology Group LLC, dba FlexTG LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

21. Time and Attendance Software - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT SERVICES)

Summary: Staff recommends approval of a contract purchase agreement with WorkForce Software, LLC in an amount not to exceed \$85,085.88 to provide for the annual renewal of the City's enterprise time and attendance platform. The proposed renewal will continue these services for a 12-month period beginning October 1, 2026, in accordance with the City's Request for Proposal 400-001 and existing WorkForce Software SaaS Agreement. The annual renewal amount is \$83,085.88, with an additional amount not to exceed \$2,000 for licensing overages, if needed. Funding is included in the Information Technology Operations Fund budget.

CONTACT: Melissa Patrick 916-774-5127 mpatrick@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-329 approving a contract purchase agreement, by and between the

City of Roseville and WorkForce Software, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

22. All Band Portable Radio - Sole Source Purchase Order (POLICE DEPARTMENT)

Summary: Staff recommends approval of a sole source purchase order with Motorola Solutions, Inc. in the amount of \$501,037.50 to provide All Band Portable Radios. Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola. Funding for this purchase was included in the adopted FY2026-27 budget in the Police Portable Radio Replacement project in the Equipment Replacement Fund.

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a sole source purchase order to Motorola Solutions, Inc. for the purchase of 50 All Band Portable Radios.

23. Annual Ammunition - Sole Source Purchase Orders (POLICE DEPARTMENT)

Summary: Staff recommends approval of sole source purchase orders with Miwall Corporation & San Diego Police Supply in the amount of \$131,387.54 and San Diego Police Equipment in the amount of \$96,001.06, for a combined total of \$227,388.60 to provide Police Duty Ammunition. Miwall Corporation is the exclusive distributor for Hornady 9mm ammunition and San Diego Police is the exclusive distributor for Speer .223 and Federal .308 ammunition. Funding in the amount of \$218,926.33 is included in the Police Department's budget in the General Fund; the remaining amount of \$8,462.27 is included in the Police Department's budget in the Forfeited Property Fund.

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a sole source purchase orders with Miwall Corporation

24. Second Reading - Massage Business Operating Requirements - Municipal Code Amendment (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council approve an ordinance for second reading amending Section 9.10.220 of Chapter 9.10 of the Roseville Municipal Code regarding massage business operating requirements. The proposed revision to Section 9.10.220 builds upon changes adopted by City Council in 2024 and 2025. Specifically, this change would reduce the authorized operating hours for massage businesses from 6:00 a.m. to 10:00 p.m., to 6:00 a.m. to 9:00 p.m. This timeframe is more aligned with the actual operating hours of the majority of the massage businesses within the City, and will also help abate issues associated with illicit massage business activity. There is no direct fiscal impact associated with the proposed ordinance, although the proposed changes may lead to higher numbers of administrative citations being issued for violations and/or more successful collection of the corresponding fines.

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7108 amending Section 9.10.220 of Chapter 9.10 of Title 19 of the Roseville Municipal Code regarding massage services.

25. Proclamation - Roseville the Entrepreneurial

Summary: Proclaim that the City of Roseville will join “America the Entrepreneurial” and take actions to encourage and celebrate entrepreneurs across our city throughout 2026.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

26. Proclamation - National Adult Education & Family Literacy Week

Summary: Proclaim September 13-19, 2026, as National Adult Education & Family Literacy Week, and encourage all residents to recognize the value of adult education, celebrate the achievements of adult learners, and support the programs and educators who create pathways to opportunity for individuals, families, employers, and our community.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

27. Proclamation - National Rehabilitation Awareness Week

Summary: Proclaim September 14-20, 2026, as National Rehabilitation Awareness Week and encourage residents to recognize the value of rehabilitation in creating a healthier, safer, more accessible, and more inclusive community.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

28. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the September 2, 2026 City Council Closed Session Meeting and City Council Meeting.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve minutes of the September 2, 2026 City Council Closed Session Meeting and City Council Meeting.

29. 400 Lincoln Street - Ground Lease Amendment (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval to execute an Amendment to a ground lease for continuation of public parking at 400 Lincoln Street, a privately owned parking lot, for a 14-month term with the option to extend on a month-to-month basis at a recommended lease rate of \$7,067 per month. Funding for the continuation of the lease will be from the General Fund contingency budget for FY2026-27 and will be included in the proposed FY2027-28 budget.

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 26-349 approving a First Amendment to Ground Lease, by and between Mr. Richard Ryan and the City of Roseville, and authorizing the City Manager to execute it on behalf of the City of Roseville

END OF CONSENT CALENDAR

VII. PRESENTATIONS/REPORTS

30. Council Discretionary Funds — Reece Booster Club/Beale Air Force Base (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends City Council consider providing a \$500 sponsorship to Reece Booster Club alongside Beale Air Force Base for their upcoming Air Force Ball Event. The balance remaining in the Council Discretionary funds in the Citizens' Benefit Fund for FY2026-27 is \$17,522. There is no fiscal impact on the City's General Fund.

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Consider providing a \$500 sponsorship to Reece Booster Club for its Air Force Ball event dedicated to honoring the history and service of the United States Air Force.

31. Council Discretionary Funds - The Gathering Inn (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends City Council consider providing sponsorship to The Gathering Inn for their annual Gathering for Hope Event. This year's event will take place on November 6, 2026, at the Rocklin Event Center. The City has funded prior events in the amount of \$3,000. The balance in the Council Discretionary funds in the Citizens' Benefit Fund for FY2026-27 is \$17,522. There is no fiscal impact on the City's General Fund.

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Consider providing a sponsorship to The Gathering Inn from Council Discretionary Funds for the annual Gathering for Hope 2026 event.

VIII. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

City Council, when considering the matter, will take the following actions:

1. Open the Public Hearing
2. Presentation by staff

3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.

Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

32. Community Development Block Grant 2025 Consolidated Annual Performance and Evaluation Report (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of the 2025 Program Year Consolidated Annual Performance and Evaluation Report and authorize the City Manager to execute necessary documents and certifications on behalf of the City for submittal to the U.S. Department of Housing & Urban Development. As an entitlement jurisdiction, the City receives federal Community Development Block Grant funds. The grant is used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

CONTACT: Danielle Calli 916-774-5277 doconnell@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-332 approving the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager or his designee to submit the Community Development Block Grant (CDBG) 2025 CAPER to the U.S. Department of Housing & Urban Development.

33. 505 Royer and 300 Taylor - Purchase and Sale Agreement and Joint Escrow Instructions (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of the sale of two city-owned parcels at 505 Royer Street (APN 013-290-005-000) and 300 Taylor Street (013-290-006-000) to Eden Housing, Inc., a California nonprofit public benefit corporation, in the amount of \$580,000 (consistent with Municipal Code Section 4.12.110B). The City Council determined that disposition of the property was in the City's best interest and declared the property surplus on October 23, 2019. The City Council subsequently reaffirmed the City's interest in the property in 2022 and will again consider whether disposition remains in the City's best interest. The subject parcels total 1.17 acres and are proposed for an affordable housing development. Escrow will close no later than January 31, 2027, as outlined in the Joint Escrow Instructions. The proceeds from the property sale (totaling \$580,000 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund in FY2026-27 based on the anticipated close of the escrow date. No General Fund resources will be used as part of this project.

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-331 approving a purchase and sale agreement, by and between the City of Roseville and Eden Housing, Inc. ("purchaser"), and authorizing the City Manager execute the agreement and all related documents on behalf of the City of Roseville.

34. Sierra Vista Specific Plan JM-30 Sierra Vista Apartments Fee Deferral (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a fee deferral for the Sierra Vista Apartments, a 192-unit affordable multi-family apartment development, in the amount of approximately \$2,987,339, until final of building permit/building occupancy. An annual interest rate equivalent to the city's pooled interest rate, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferrals and an administrative processing fee is to be charged to each building permit.

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-336 approving a fee deferral for the JM-30 Sierra Vista Apartments Project.

IX. STAFF/COUNCIL REPORTS

X. ADJOURNMENT

Title:	The Courts at Gibson Park Frontage Improvement Project - Notice of Completion
Contact:	Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Courts at Gibson Park – Frontage Improvement Project. The total cost of the construction contract with Frontline General Engineering, Inc. is \$473,532. Funding for this project was approved using the Citywide Park Fund in The Courts at Gibson Park - Frontage Capital Improvement Project budget. Additional funds were allocated from the General Fund using the FY2023-24 year-end budget surplus and the General Fund Capital Reserve Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting The Courts at Gibson Park - Frontage Improvement Project as complete and authorizing the Parks, Recreation & Libraries Director to execute the Notice of Completion.

BACKGROUND

The Courts at Gibson Park - Frontage Improvement Project is located on a 13.75-acre site at the corner of Roseville Parkway and Gibson Drive, near the Galleria Mall. The first phase of this Project was completed in January 2024 and included 9 lighted pickle ball courts and support features.

The Courts at Gibson Park - Frontage Improvement Project included new landscaping, irrigation, decorative boulders, and dry creek bed features along the frontage side of Roseville Parkway and Gibson Drive and improved entrance ramps to 3 pickleball courts. This project also added new 8-foot-wide concrete sidewalks along Roseville Parkway and Gibson Drive, and an ADA-accessible ramp at the corner of Roseville Parkway and Gibson Drive.

Council approved the award of the contract at the November 5, 2025, City Council Meeting.

FISCAL IMPACT

The total cost of the construction contract with Frontline General Engineering, Inc. is \$473,532. Funding for this project was approved using the Citywide Park Fund, the General Fund's FY2023-24 year-end budget surplus and the General Fund Capital Reserve 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 Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Josh Cervantes, Park Development Project Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-346
3. NOC
4. EXHIBIT A

REVIEWERS:

Josh Cervantes, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 7/28/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 7/28/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 7/29/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/5/2026
Katrina Six, City Clerk Department	Final Approval - 8/6/2026

The Courts at Gibson Park Frontage Improvement Project

Vicinity Map



RESOLUTION NO. 26-346

ACCEPTING THE PUBLIC WORK KNOWN AS THE COURTS AT GIBSON PARK FRONTAGE IMPROVEMENT 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 Courts at Gibson Park Frontage Improvement 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 _____, 2026, 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
The Courts at Gibson Park - Frontage Improvement Project 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 Frontline General Engineering Construction, Inc.

The surety on said project was Federated Mutual Insurance Company

_____.

Jill Nunes

Parks, Recreation & Libraries Director
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Jill Nunes, being first duly sworn, depose and say: I am the
Parks, Recreation & Libraries Director 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.

Jill Nunes
Parks, Recreation & Libraries Director
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____, Jill Nunes
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

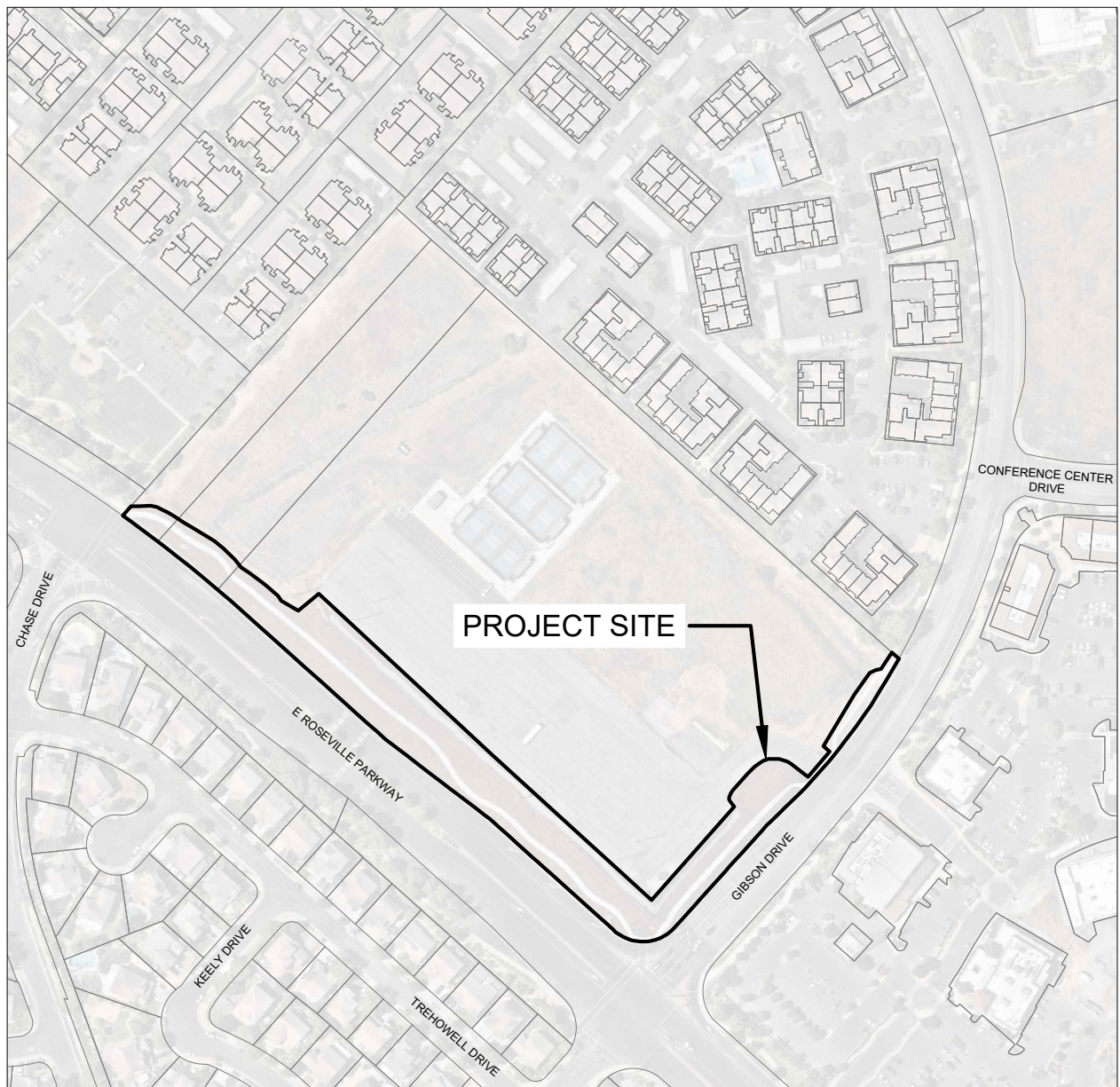
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

The Courts at Gibson Park - Frontage Improvement Project

Improvements include landscape planting, irrigation, bark mulch, concrete walkways, cobble and boulders.



Title:	Roseville Aquatics Complex Renovation Project - Award of Agreement
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with J-Walt Construction, Inc., in the amount of \$2,266,000 to renovate the Roseville Aquatics Complex which will include replastering of the competition pool and upgrades to the locker rooms and restrooms. Additive alternates include mechanical pit wall repairs, heating, ventilation, and air conditioning improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. Funding for renovation of this aquatic facility was provided by fiscal year 2024-25 General Fund year-end budget surplus appropriated in the FY2026-27 budget to the Roseville Aquatics Complex Renovations Project in the Parks Recreation and Library Capital Projects Fund. There will be no increase in General Fund maintenance costs.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to approve the agreement with J-Walt Construction, Inc., in the amount of \$2,266,000; and
2. Authorize the City Manager or designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

BACKGROUND

The 30-year-old Roseville Aquatics Complex (RAC) is located on Woodcreek Oaks Boulevard south of Pleasant Grove Boulevard. The project includes replastering of the competition pool and upgrades to the locker rooms and restrooms to ensure accessibility compliance. Additive alternates were identified for budget purposes to allow for "menu style" bidding, and include mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover.

Council approved the plans and specifications and authorized staff to bid the project at the June 17, 2026 Council meeting.

Bid Summary

The bids opened on August 5, 2026. The bid results and engineer's estimate are as follows:

Bidder

***Total Lump Sum Bid**

J-Walt Construction, Inc.	\$2,266,000.00
Pride Industries	\$2,270,479.00
TPM Construction, Inc.	\$2,368,700.00
Bobo Construction, Inc.	\$2,468,626.00
BRCO Constructors, Inc.	\$2,475,000.00
Z Squared Construction	\$2,507,000.00
D.G. Granade, Inc.	\$2,593,704.00
Nyecon	\$2,636,962.00
JPB Designs, Inc.	\$2,784,000.00
Creekside Commercial Builders, Inc.	\$2,827,879.00
Rodan Builders, Inc.	\$2,874,695.00
CSI Services	\$3,194,600.00
Tricon Construction, Inc.	\$3,224,163.05
Stronger Building Services	\$3,371,500.00
Pro-Ex Construction, Inc.	\$3,676,215.75

Engineers Estimate: 3,690,428.00

*Total lump sum bid includes the base bid and nine (9) add alternatives.

Staff recommends awarding the project to J-Walt Construction, Inc., in the amount of \$2,266,000, which includes the base bid and additive alternates #1-#9 including mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. The renovation of the facility is scheduled to begin in late September 2026, with reopening planned by Memorial Day in 2027.

CONTINGENCY

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. Given the complexity of this rehabilitation project combined with the age of the facility, staff requests authorization to approve change orders totaling up to 15% of the contract price, in accordance with the terms and

conditions of the contract.

FISCAL IMPACT

Funding for renovation of this aquatic facility was provided by fiscal year 2024-25 General Fund year-end budget surplus appropriated in the FY2026-27 budget to the Roseville Aquatics Complex Renovations Project in the Parks Recreation and Library Capital Projects Fund. Per the Joint Use Agreement with the Roseville Joint Union High School District, the district will share approximately 20% of the cost of the competition pool portion of the project. Annual General Fund revenue generated by the facility exceeds \$700,000. There will be no increase in General Fund maintenance costs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration of existing facilities and structures. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines §15301). The project also involves the replacement of existing facilities and structures. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines §15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Heather Buck, Senior Park Development Project Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-333
3. Agreement
4. CEQA Exemption (Class 1 and 2)
5. RAC Renovation Bid Summary
6. letter of intent to award
7. Labor and Materials Payment Bond

REVIEWERS:

Heather Buck, Parks, Recreation, and Libraries Department - Park Development

Tara Gee, Parks, Recreation, and Libraries Department - Park Development

Jill Nunes, Parks, Recreation, and Libraries - All

Kelly Aye, City Attorney Department

Katrina Six, City Clerk Department

Created/Initiated -
8/24/2026

Approved - 8/25/2026

Approved - 8/26/2026

Approved - 9/1/2026

Approved - 9/2/2026

Ryan DeVore, City Manager Department - Assistant City Manager
Dennis Kauffman, City Manager Department - Assistant City Manager
Michelle Sheidenberger, City Attorney Department
Dominick Casey, City Clerk Department
Katrina Six, City Clerk Department

Approved - 9/2/2026
Approved - 9/3/2026
Approved - 9/3/2026
Approved - 9/4/2026
Final Approval - 9/4/2026

Roseville Aquatics Complex

Vicinity Map



RESOLUTION NO. 26-333

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
J-WALT CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Roseville Aquatics Complex Renovation Project, by
and between the City of Roseville and J-Walt Construction, Inc., 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.

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 fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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 J-Walt Construction, Inc. _____, a California Corporation _____, ("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17th day of June _____, 20 2026, approved plans and specifications for the Roseville Aquatics Complex Renovation Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 5th day of August, 20 26; 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 Roseville Aquatics Complex Renovation Project

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 Two million two hundred sixty-six thousand ----- dollars (\$ 2,266,000.00) 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 \$ 1,500 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 145 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

Jill Nunes
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Joesph Walter
J-Walt Construction, Inc.
1787 East Main Street #12
Woodland, CA 95776

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.

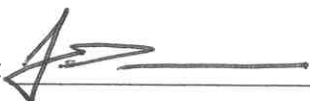
CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

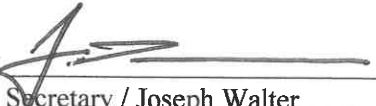
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

J-Walt Construction, Inc. _____, a
California Corporation

BY:  _____
its: President / Joseph Walter

and

BY:  _____
its: Secretary / Joseph Walter

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Jill Nunes

Title: Parks, Recreation & Libraries Director



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Roseville Aquatics Complex Renovation

Project Location(s): 3051 Woodcreek Oaks Boulevard (APN 017-370-006-000), Roseville, CA

Project Description: The Parks, Recreation and Libraries Department proposes a new project to renovate the Roseville Aquatics Complex (RAC). The project includes replastering of the competition pool and upgrades to the locker rooms and restrooms to ensure accessibility compliance with the Americans with Disabilities Act (ADA). Additional improvements could include mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. This project would allow for repair, maintenance, and improvements to keep an existing facility up to date. It would not result in expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for Class 1 and Class 2 Exemptions as described in Sections 15301 and 15302 of the California Environmental Quality Act (CEQA) guidelines which state:

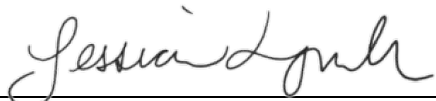
"Class 1 consists of the repair, maintenance..., or minor alteration of public or private... facilities, mechanical equipment, or topographical features involving negligible or no expansion of use of existing or former use..." and

"Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaces and will have substantially the same purpose and capacity as the structure replaced..."

The project activities are the repair, maintenance, minor alteration and replacement of existing structures and equipment and will have the same purpose and capacity as the existing structures and equipment. Therefore, the Class 1 and Class 2 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: Heather Buck, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-774-5254.

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 4/30/2026

RFP #13-197

DATE: August 5, 2026

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

Roseville Aquatics Complex Renovation
Project

Bidders Name City, State	Addendum #1	Addendum #2	Bid Bond	Grand Total Bid Amount
CSI Services San Pedro, CA	✓	✓	✓	\$3,194,600-
Pride Industries Roseville, CA	✓	✓	✓	\$2,270,479-
Nyecon Sacramento, CA		✓	✓	\$2,270,479 \$2,636,962-
Pro-Ex Construction Inc Rancho Cordova, CA	✓	✓	✓	\$3,676,215.75
Z Squared Construction El Dorado Hills, CA	✓	✓	✓	\$2,507,000-
BRCO Constructors, Inc Rocklin, CA	✓	✓	✓	\$2,475,000-
Tricon Construction Inc. Rancho Cordova, CA	✓	✓	✓	\$3,224,163.05
J-Walt Construction, Inc. Woodland, CA	✓	✓	✓	\$2,266,000-
TPM Construction Inc. Dixon, CA	✓	✓	✓	\$2,368,700-
JPB Designs Inc. Orangevale, CA	✓	✓	✓	\$2,784,000-

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

RFP #13-197

DATE: August 5, 2026

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

**Roseville Aquatics Complex Renovation
Project**



Bidders Name City, State	Addendum #1	Addendum #2	Bid Bond	Grand Total Bid Amount
Creekside Commercial Builders, Inc. Auburn, CA	✓	✓	✓	\$ 2,837,879 -
Rodan Builders, Inc. Hayward, CA	✓	✓	✓	\$ 2,874,695 -
Stronger Building Services San Leandro, CA	✓	✓	✓	\$ 3,371,500 -
Bobo Construction Inc. Elk Grove, CA	✓	✓	✓	\$ 2,468,626 -
D.G. Granade, Inc. Shingle Springs, CA	✓	✓	✓	\$ 2,593,704 -

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)



316 Vernon Street, Suite 400
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: August 24, 2026
To: All Proposers concerning **Roseville Aquatics Complex Renovation Project - (IFB 13-197)**
Subject: Notice of Intent to Award

For **Roseville Aquatics Complex Renovation Project**, pending City Council approval, the City recommends awarding a contract to **J-Walt Construction, Inc.**

To inquire about the recommended award, please write to Senior Park Development Project Manager Heather Buck, at hcbuck@roseville.ca.us.

Executed in Duplicate

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**
(Project: Roseville Aquatics Complex Renovation)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to J-Walt Construction, Inc. as contractor ("PRINCIPAL"), for the public work described as Roseville Aquatics Complex Renovation (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 Travelers Casualty and Surety Company of America, a Corporation, 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 Two million two hundred sixty-six thousand dollars (\$ 2,266,000.00) (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 20th day of August, 2026.

PRINCIPAL: J-Walt Construction, Inc.

BY: _____

PRINT NAME: Joseph Walter

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Joseph Walter

PRINT TITLE: Secretary

SURETY: Travelers Casualty and Surety Company of America

BY: _____

PRINT NAME: Kathy Rangel

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

One Tower Square

Hartford, CT 06183

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

APPROVED AS TO FORM:

BY: _____

Michelle Schneiderberger
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 Placer)

On August 20, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Kathy Rangel** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, 2026.



State of Connecticut

City of Hartford ss.

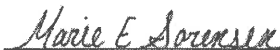
By: 
Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, 2026, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, 2031




Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

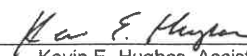
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **August**, 2026




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Company Profile

Company Search

Company Search
Results

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Old Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
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Contact Information

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Enforcement Action

Composite
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Additional Info

Find A Company
Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183**

Old Company Names

Effective Date

AETNA CASUALTY & SURETY COMPANY OF AMERICA

07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: **3548** Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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Title:	Del Stephenson Park Play Structure Replacement - Contract Purchase Agreement
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Playpower LT Farmington, Inc. c/o All About Play, Inc. for the Del Stephenson Park play structure replacement in the amount of \$189,416.44. Funding and maintenance for the play structure replacement is through the Highland Reserve North Community Facilities District No. 2 (Services District). There will be no General Fund impact.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement for \$189,416.44 with Playpower LT Farmington, Inc. c/o All About Play, Inc. for the Del Stephenson Park play structure replacement.

BACKGROUND

In summer 2026, the recently replaced play structure at Del Stephenson Park caught fire and was destroyed. For public safety, the damaged structure was promptly removed. The new replacement will replicate the previous design, with an added enhancement of a larger integrated shade feature.

The Contract Purchase Agreement is based on Sourcewell/National Joint Powers Alliance (NJPA) Contract No. 010521-LTS. Through the City's participation in Sourcewell/NJPA, the City is authorized to utilize competitively solicited contract pricing for the purchase of play equipment. Accordingly, a separate competitive bidding process is not required for this play structure.

FISCAL IMPACT

Funding and maintenance for the play structure replacement is through the Highland Reserve North Community Facilities District No. 2 (Services District). No insurance recovery will be claimed because the replacement cost of the structure is less than the City's \$250,000 property insurance policy deductible. There is no General Fund impact.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of an existing facility amenity. The activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guideline Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Tara Gee, Park Planning and Development Manager

Jill Nunes, Parks Recreation and Libraries Director

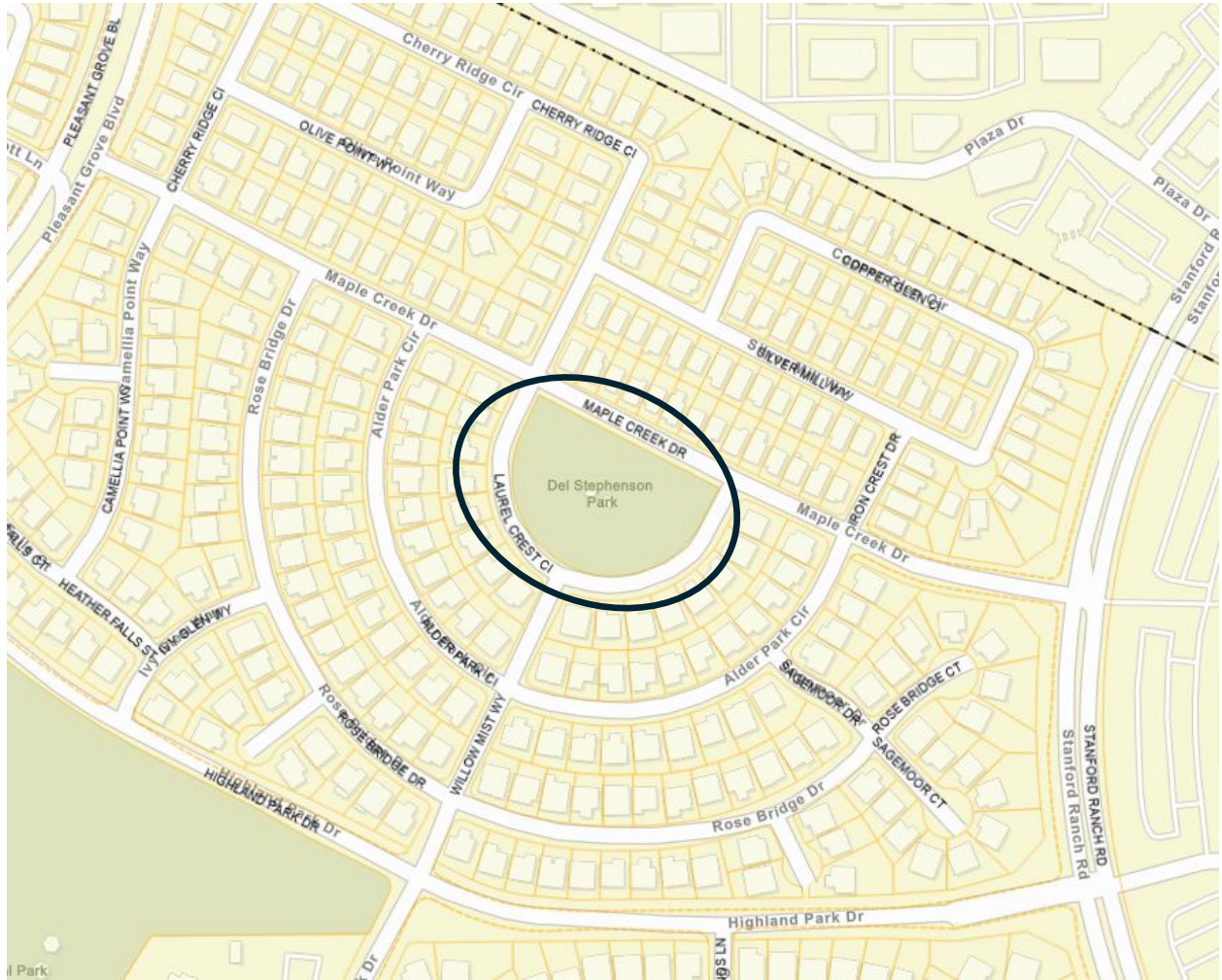
ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-340
3. Contract Purchase Agreement
4. CEQA Exemption
5. Faithful Performance Bond
6. Labor and Materials Payment Bond

REVIEWERS:

Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 8/24/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 8/24/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 9/3/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

Vicinity Map – Del Stephenson Park



RESOLUTION NO. 26-340

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON, INC., C/O ALL ABOUT PLAY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Contract Purchase Agreement (3005789) for the Del Stephenson Park Play Structure Replacement project, by and between the City of Roseville and Playpower LT Farmington, Inc., c/o All About Play, Inc., 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 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3005789

Supplier Details:

Company All About Play Inc
Contact Glen Wurster
Address 3844 Presidio St

Sacramento, CA 95838

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@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.



Contract Purchase Agreement 3005789

Agreement	3005789
Agreement Date	10-AUG-2026
Revision	0
Agreement Amount	189,416.44 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 **All About Play Inc**
3844 Presidio St

Sacramento, CA 95838

Phone: ()
Fax: ()
Email: glen@playgroundpros.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT DEL STEPHENSON PARK FOR THE ROSEVILLE PARKS RECREATION AND LIBRARIES DEPARTMENT (PRL) IN ACCORDANCE WITH THE ATTACHED ALL ABOUT PLAY, INC. QUOTE DATED 7/16/2026 UTILIZING THE LITTLE TIKES COMMERCIAL EQUIPMENT - SOURCEWELL CONTRACT #101625-PLP.

START DATE: EXECUTED AGREEMENT
 END DATE: UPON FINAL PAYMENT

CONTACT ALEXIS PRIEST THE PRL DEPARTMENT AT (916) 746-1588 OR EMAIL APRIEST@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11161	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Sue Jessup Phone 1-916-746-1107					

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/dlstr/DPreWageDetermination.htm>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. 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.
21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended,

declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. 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. _____

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/16/26 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:	Glen Wurster
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

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



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager

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



QUOTATION

PlayPower LT Farmington C/O

All About Play Inc
3844 Presidio Street, Sacramento, CA 95838
Phone: 916-923-2180 Fax: 916-646-6383
www.playgroundpros.com



TO: City of Roseville
Del Stephenson Park
Sourcewell Member #2420
DATE: July 16, 2026
BY: Glen Wurster
916.923.2180 PH
CONTACT: Tara Gee
PHONE: 916.886.6825
EMAIL: tgee@roseville.ca.us
REFERENCE: Sports Theme Playground Replacement
glen@playgroundpros.com

Little Tikes Commercial Equipment - Sourcewell Contract #101625-PLP

	Qty	Description	Each	Total
MATERIALS:	1	Kid Builder Sports Theme Replacement Playground	\$133,660.64	\$ 133,660.64
				-
				-
		Sourcewell Discount	15.00%	\$ (20,049.10)
				-
		SUB TOTAL:		\$ 113,611.54
TAX:		Sales tax is an estimate final tax will be charged based on final shipping address	7.750%	\$ 8,804.89
FREIGHT:		Shipping Cost Covered by Little Tikes		\$ 4,500.00
INSTALLATION:		Remove and dispose of existing playground equipment Pull back and reinstall existing wood fiber and install new filter fabric Receive and offload the playground delivery on site Install new replacement playground equipment Provide construction fence for the duration of the project Third Party Playground Inspection and Bonds Included		\$ 62,500.00
TOTAL:				\$ 189,416.44

Quote Good for 60 Days

Current lead time is 12-14 weeks for delivery.

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Installer will receive and offloading of equipment on site.

Not Responsible for Underground Utilities, Obstructions or Permits of Any Kind.

This quote does not include any new fiber the City will be responsible top off wood fiber as needed.

To process non-municipal orders, a completed Credit Application is required and a deposit may be required.

Please make purchase orders out to:

PlayPower LT Farmington C/O All About Play 3844 Presidio St., Sacramento, CA 95838

Remit All Payments To:

PlayPower LT Farmington PO Box 734155 Dallas, TX 75373-4155

I accept the terms and pricing listed on the above quotation:

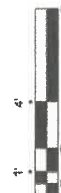
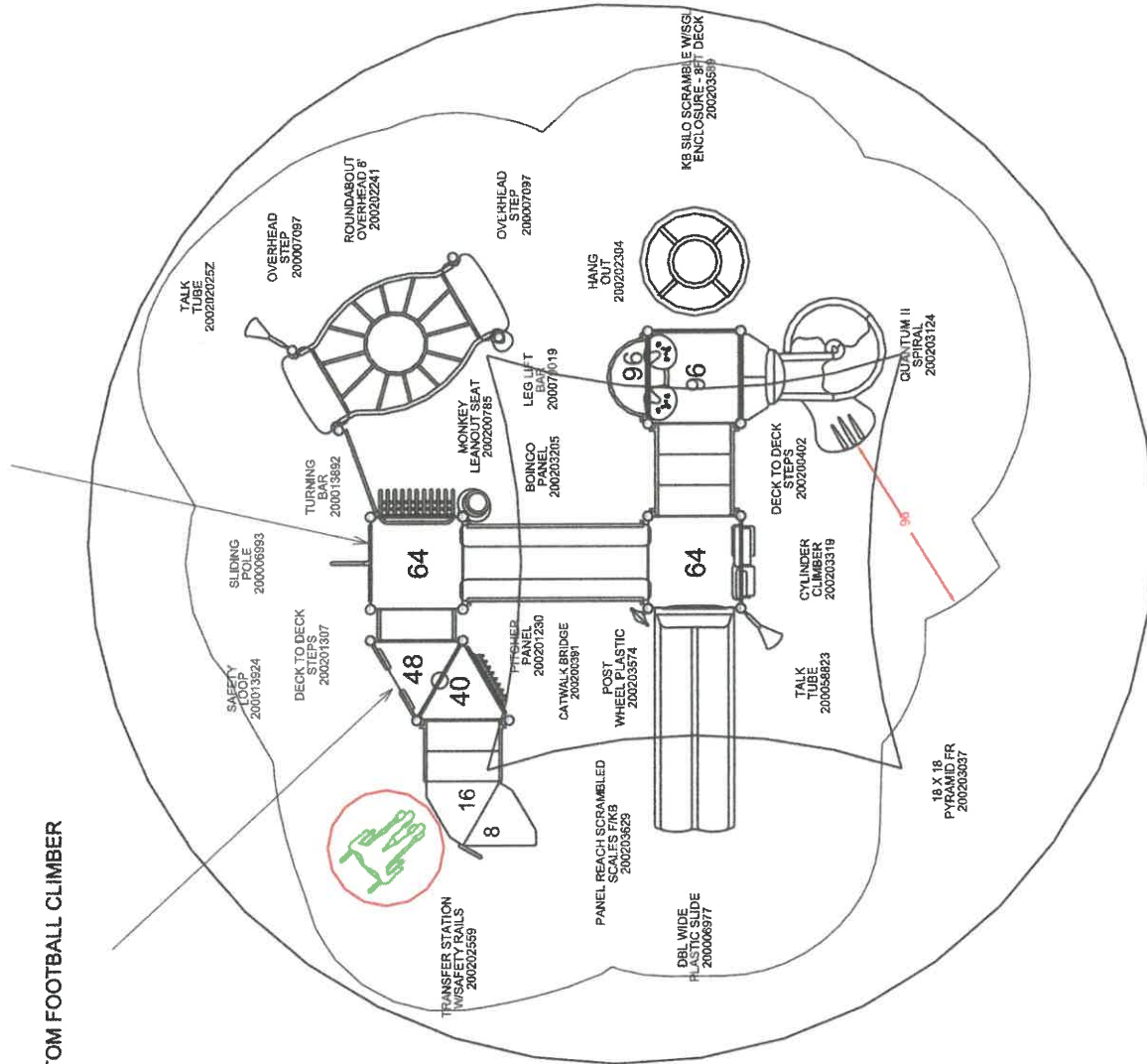
Signature: _____

Date: _____

3844 Presidio Street • Sacramento, CA • (916) 923-2180 PH • www.playgroundpros.com

CUSTOM BASEBALL HELMET ROOF

CUSTOM FOOTBALL CLIMBER



SCALE: 1/4" = 1'-0"

PROFEET

Del Stephenson Fire V2
Reno, NV

! TCPS REP-

Nick Janzen
All About Play
(916) 9577226

GROUND SPACE: 28'-8" x 28'-6"

PROTECTIVE AREA: 41'-6" x 39'

DRAWN BY: Nick

DATE: 06/03/2026

PROJECT: 24005367

LTCPS - FARMINGTON

878 EAST HIGHWAY 60

MONNETT MO 65708

VOICE: 1-800-325-8111
FAX: 413-664-3030

FAX: 417-384-2213

✓ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.

ASTM F1487 - PLAYGROUND
EQUIPMENT FOR PUBLIC USE

PLAYGROUND LAYOUT COMPLIANCE:

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE FEMA CERTIFIED. THE USE AND LAYOUT OF THE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM





Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Del Stephenson Park Play Structure Replacement Contract Purchase Agreement

Project Location(s): 6665 Maple Creek Drive (APN 017-123-034-000), Roseville, CA 95678.

Project Description: The Parks, Recreation and Libraries (PRL) Department proposes to approve a contract purchase agreement to replace the former play structure located at Del Stephenson Park. The play structure was damaged beyond repair when it caught fire earlier this summer. The damaged play structure was immediately removed to ensure public safety and will be replaced with similar structure with a larger shade structure, which would not substantially increase the park's capacity or use.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

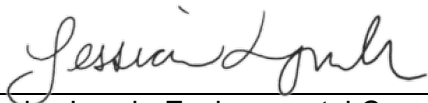
Reason why this Project is Exempt: This project qualifies for a Class 2 Exemption as described in Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The project would approve funding to purchase and install new play structure equipment to replace a structure that had to be removed recently due to extensive fire damage. The new play structure and will have the same purpose and capacity as the existing structure. Therefore, the Class 2 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Tara Gee, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-774-5253.

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/1/2026

Bond No. 39S228238
Premium \$ 2,841.00

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: Provide and Install Playground Equipment at Del Stephenson Park)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to
ALL ABOUT PLAY INC
as contractor ("PRINCIPAL") for the public work described as Contract Purchase Agreement 3005789,
Provide and Install Playground Equipment at Del Stephenson Park for the Roseville
Parks Recreation and Libraries Department (PRL), Roseville, CA (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 _____
LIBERTY MUTUAL INSURANCE COMPANY, a _____ Massachusetts Corporation, 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 One Hundred Eighty Nine Thousand Four Hundred Sixteen and 44/100
dollars (\$ 189,416.44) (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 14th day of August,
2026.

PRINCIPAL: ALL ABOUT PLAY INC

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY: Glen Wurster

BY: Jennifer Williams

PRINT NAME: Glen Wurster

PRINT NAME: Jennifer Williams

PRINT TITLE: President

PRINT TITLE: Attorney-in-Fact

AND

MAILING ADDRESS:

BY: _____

175 Berkeley Street

PRINT NAME: _____

Boston MA 02116

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: Michelle Heidenberger
City Attorney

CALIFORNIA ALL-PURPOSE 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 MISSOURI

County of ST. LOUIS

On 8/14/2026 before me, Salena Wood, Notary Public, personally appeared Jennifer Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



Signature of Notary Public, County of St. Louis

SALENA WOOD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jul. 17, 2027
Commission #15129105



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214213-973595**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Christina Baratti; Thomas U. Krippene; Barbara Pannier; Eric D. Sauer; Jennifer Williams; Salena Wood

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2026



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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- View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02116
800-526-1547**

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: **0111** LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Bond No. 39S228238
Premium \$ Included

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: Provide and Install Playground Equipment at Del Stephenson Park)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to
ALL ABOUT PLAY INC

as contractor ("PRINCIPAL"), for the public work described as Contract Purchase Agreement 3005789, Provide and Install Playground Equipment at Del Stephenson Park for the Roseville Parks Recreation and Libraries Department (PRL), Roseville, CA (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 LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts Corporation, 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 One Hundred Eighty Nine Thousand Four Hundred Sixteen and 44/100 dollars (\$ 189,416.44) (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 14th day of August, 2026.

PRINCIPAL: ALL ABOUT PLAY INC

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY: Glen Wurster
PRINT NAME: Glen Wurster
PRINT TITLE: President

BY: Jennifer Williams
PRINT NAME: Jennifer Williams
PRINT TITLE: Attorney-in-Fact

AND

MAILING ADDRESS:

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

175 Berkeley Street
Boston MA 02116

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

APPROVED AS TO FORM:

BY: Michelle Herdewagen
City Attorney

CALIFORNIA ALL-PURPOSE 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 MISSOURI

County of ST. LOUIS

On 8/14/2026 before me, Salena Wood, Notary Public, personally appeared Jennifer Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

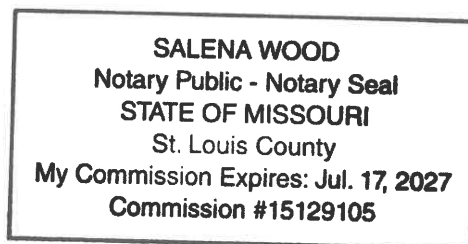
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public, County of St. Louis





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214213-973595

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina Baratti; Thomas U. Krippene; Barbara Pannier; Eric D. Sauer; Jennifer Williams; Salena Wood

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Quarterly Statements

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Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

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View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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Title:	Summerhill Park Play Structure Replacement Project - Contract Purchase Agreement
Contact:	Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Playpower LT Farmington, Inc. c/o All About Play for Summerhill Park play structure replacement in the amount of \$190,000. Funding for this project was approved by Council in FY2025-26. The Summerhill Park play structure replacement project is funded through the Parks, Recreation & Library Capital Projects Fund. There will be no additional General Fund impact.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Contract Purchase Agreement for \$190,000 with Playpower LT Farmington, Inc. c/o All About Play, for the Summerhill Park play structure replacement.

BACKGROUND

In the spring of 2026, staff sought public feedback for new play structures at Summerhill Park. The outreach process included social media and onsite signage with a QR code inviting residents to review, comment, and vote on proposed play structure designs. Through a two to three-week period, feedback received from residents generally supported the proposed playground improvements while identifying several desired features and a few modifications. A few modifications were revised to increase overall play-value, with support from resident feedback. The preferred play structure layouts are included herein.

The Contract Purchase Agreement is based on Sourcewell/National Joint Powers Alliance (NJPA) Contract No. 101625-PLP. Through the City's participation in Sourcewell/NJPA, the City is authorized to utilize competitively solicited contract pricing for the purchase of play equipment. Accordingly, a separate competitive bidding process is not required for this play structure.

FISCAL IMPACT

The funding for Summerhill Playground replacement was approved by Council in FY2025-26. Summerhill Park is funded through the Parks, Recreation & Library Capital Projects Fund. There will be no additional General Fund impact. Maintenance costs for Summerhill Park will also not increase as a result of the playground replacement.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CERA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Josh Cervantes, Park Development Project Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-341
3. Contract Purchase Agreement
4. Concept Photos
5. CEQA Exemption
6. Faithful Performance Bond
7. Labor and Materials Payment Bond

REVIEWERS:

Josh Cervantes, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 8/24/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 8/24/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 9/3/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/8/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

Summerhill Park Playground Replacement Project

Vicinity Map



RESOLUTION NO. 26-341

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON, INC., C/O ALL ABOUT PLAY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Contract Purchase Agreement (3005790) for the Summerhill Park Play Structure Replacement project, by and between the City of Roseville and Playpower LT Farmington, Inc., c/o All About Play, Inc., 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 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3005790

Supplier Details:

Company All About Play Inc
Contact Glen Wurster
Address 3844 Presidio St

Sacramento, CA 95838

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@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.



Contract Purchase Agreement 3005790

Agreement	3005790
Agreement Date	10-AUG-2026
Revision	0
Agreement Amount	190,000.00 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 **All About Play Inc**
3844 Presidio St

Sacramento, CA 95838

Phone: ()
Fax: ()
Email: glen@playgroundpros.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT SUMMERHILL PARK FOR THE ROSEVILLE PARKS RECREATION AND LIBRARIES DEPARTMENT (PRL) IN ACCORDANCE WITH THE ATTACHED ALL ABOUT PLAY, INC. QUOTE DATED 7/15/2026 UTILIZING THE LITTLE TIKES COMMERCIAL EQUIPMENT - SOURCEWELL CONTRACT #101625-PLP.

START DATE: EXECUTED AGREEMENT
 END DATE: UPON FINAL PAYMENT

CONTACT ALEXIS PRIEST THE PRL DEPARTMENT AT (916) 746-1588 OR EMAIL APRIEST@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11161	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		Sue Jessup Phone 1-916-746-1107			

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/DPrWageDetermination.htm>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. 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.
21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended,

declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. 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. _____

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C

REV 3/16/26 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

Contract Purchase Agreement 3005790

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:	Glen Wurster
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

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



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

63035660A10747F

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager

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



QUOTATION

PlayPower LT Farmington C/O

All About Play Inc
3844 Presidio Street, Sacramento, CA 95838
Phone: 916-923-2180 Fax: 916-646-6383
www.playgroundpros.com



TO: City of Roseville
Summerhill Park
Play Area Replacement
CONTACT: Joshua Cervantes
PHONE: 916.866.2553
EMAIL: jrcervantes@roseville.ca.us
REFERENCE: 5-12 Playground Equipment

DATE: July 15, 2026
BY: Glen Wurster
916.923.2180 PH
glen@playgroundpros.com

Little Tikes Commercial Equipment - Sourcewell Contract #101625-PLP

	Qty	Description	Each	Total
MATERIALS:	1	GF2071901 Versa Builder Custom Playground Base	\$ 95,162.00	\$ 95,162.00
	1	200096622 Max Play 8' Swing (2) Belt (2) Tot Seats	\$ 4,301.00	\$ 4,301.00
	1	Additional Custom Cloud Theming	\$ 4,237.00	\$ 4,237.00
		Cloudy with 100% Chance of Play Themed		-
				-
		Sourcewell Discount	15.00%	\$ (15,555.00)
				-
		SUB TOTAL:		\$ 88,145.00

TAX: Sales tax is an estimate final tax will be charged based on final shipping address 7.750% \$ 6,831.24

FREIGHT: Shipping Cost Covered by Little Tikes No Charge

INSTALLATION: Remove and dispose of existing playground equipment \$ 95,023.76
Remove and dispose of existing concrete ADA Ramp & 54 Lf of curb
Install new City standard ADA Ramp
Pull back and reinstall existing wood fiber and install new filter fabric
Receive, offload, and install all new playground equipment
Provide 400 linear feet of construction fence for duration of project
Third Party Playground Inspection and Bonds Included

TOTAL: \$ 190,000.00

Quote Good for 60 Days

Current lead time is 12-14 weeks for delivery.

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Installer will receive and offloading of equipment on site.

Not Responsible for Underground Utilities, Obstructions or Permits of Any Kind.

This quote does not include any new fiber the City will be responsible top off wood fiber as needed.

To process non-municipal orders, a completed Credit Application is required and a deposit may be required.

Please make purchase orders out to:

PlayPower LT Farmington C/O All About Play 3844 Presidio St., Sacramento, CA 95838

Remit All Payments To:

PlayPower LT Farmington PO Box 734155 Dallas, TX 75373-4155

I accept the terms and pricing listed on the above quotation:

Signature: _____

Date: _____

3844 Presidio Street • Sacramento, CA • (916) 923-2180 PH • www.playgroundpros.com



Roseville Summerhill Park

Custom products are shown as conceptual.



CUSTOM
DESIGN
STUDIO



Roseville Summerhill Park

Custom products are shown as conceptual.

little tikes. COMMERCIAL

CUSTOM
DESIGN
STUDIO



Roseville Summerhill Park

Custom products are shown as conceptual.





Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Summerhill Park Play Structure Replacement

Project Location(s): 648 Granada Pass Drive (APN 363-022-015), Roseville, CA 95678.

Project Description: The Parks, Recreation and Libraries (PRL) Department proposes to replace the existing play structure located at Summerhill Park. The existing play structure is outdated and will be replaced with similar play components. Minor modifications would be made to increase overall play value but would not substantially increase the park's capacity or use.

Public Agency Approving Project: Roseville City Council

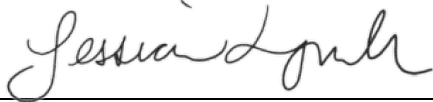
Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 2 Exemption as described in Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The project would approve the purchase and installation of new play structure equipment to replace an existing outdated play structure. The new play structure will have the same purpose and capacity as the existing structure. Therefore, the Class 2 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Joshua Cervantes, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-746-1233.

Signature: 
Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/3/2026

Bond No. 39S228239
Premium \$ 2,850.00

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: Provide and Install Playground Equipment at Summerhill Park)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to ALL ABOUT PLAY INC as contractor ("PRINCIPAL") for the public work described as Contract Purchase Agreement 3005790, Provide and Install Playground Equipment at Summerhill Park for the Roseville Parks Recreation and Libraries Department (PRL), Roseville, CA (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 LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts Corporation, 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 One Hundred Ninety Thousand and 00/100 dollars (\$ 190,000.00) (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 14th day of August,
2026.

PRINCIPAL: ALL ABOUT PLAY INC

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY: Glen Wurster

BY: Jennifer Williams

PRINT NAME: Glen Wurster

PRINT NAME: Jennifer Williams

PRINT TITLE: President

PRINT TITLE: Attorney-in-Fact

AND

MAILING ADDRESS:

BY: _____

175 Berkeley Street

PRINT NAME: _____

Boston MA 02116

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: Michelle Hendenberger
City Attorney

CALIFORNIA ALL-PURPOSE 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 MISSOURI

County of ST. LOUIS

On 8/14/2026 before me, Salena Wood, Notary Public, personally appeared Jennifer Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

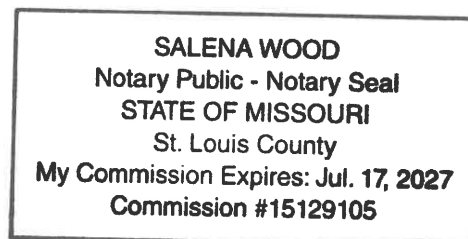
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public, County of St. Louis





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214213-973595**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina Baratti; Thomas U. Krippene; Barbara Pannier; Eric D. Sauer; Jennifer Williams; Salena Wood

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Company Profile

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NAIC Group List

Lines of Business

Workers'
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COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02116
800-526-1547**

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Bond No. 39S228239
Premium \$ Included

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: Provide and Install Playground Equipment at Summerhill Park)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to ALL ABOUT PLAY INC as contractor ("PRINCIPAL"), for the public work described as Contract Purchase Agreement 3005790, Provide and Install Playground Equipment at Summerhill Park for the Roseville Parks Recreation and Libraries Department (PRL), Roseville, CA (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 LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts Corporation, 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 One Hundred Ninety Thousand and 00/100 dollars (\$ 190,000.00) (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 14th day of August, 2026.

PRINCIPAL: ALL ABOUT PLAY INC

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY: Glen Wurster

BY: Jennifer Williams

PRINT NAME: Glen Wurster

PRINT NAME: Jennifer Williams

PRINT TITLE: President

PRINT TITLE: Attorney-in-Fact

AND

MAILING ADDRESS:

BY: _____

175 Berkeley Street

PRINT NAME: _____

Boston MA 02116

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: Michelle Aidenberger
City Attorney

CALIFORNIA ALL-PURPOSE 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 MISSOURI

County of ST. LOUIS

On 8/14/2026 before me, Salena Wood, Notary Public, personally appeared Jennifer Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

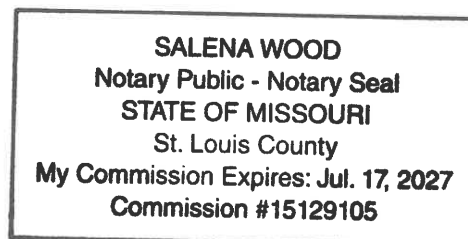
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public, County of St. Louis





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214213-973595**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina Baratti; Thomas U. Krippene; Barbara Pannier; Eric D. Sauer; Jennifer Williams; Salena Wood

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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[Additional Info](#)
[Find A Company Representative In Your Area](#)
[View Financial Disclaimer](#)
COMPANY PROFILE
Company Information
LIBERTY MUTUAL INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02116
800-526-1547**

Old Company Names
Effective Date
Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: **0111** LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Title:	Water Services - Sole Source Purchase Order
Contact:	Anita Kwong 916-774-5243 akwong@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source open purchase order including four (4) additional one-year renewals with Placer County Water Agency for water services to Roseville customers in Stoneridge Specific Plan. Placer County Water Agency is the sole supplier of water services in portions of the Stoneridge Specific Plan. The total cost of the purchase order is not to exceed \$764,000 over five years. Funding will be provided from the annual budgets of the Parks, Recreation & Libraries Department in the General Fund and Stoneridge Community Facilities District No. 1 (Services District).

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a sole source open purchase order with Placer County Water Agency for water services and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

In 1993, the City enlisted the help of SPINK Corporation to develop a water system master plan. This plan identified four different pressure zones needed to provide adequate service to Roseville customers. The Stoneridge Specific Plan is situated over two of the higher-pressure zones. Water supply for a good portion of the specific plan was to be provided by Placer County Water Agency (PCWA).

In reviewing the proposed specific plan infrastructure, staff felt that the most economical way to provide service to the highest-pressure zone would be to work with PCWA. Using PCWA infrastructure and system elevation minimizes the amount of pumping required to service high-pressure zones.

To accomplish this, PCWA and the City entered into an agreement in March 1998 (Reso #2067) to exchange service areas of similar sizes. The City provides service in the lower areas and PCWA provides service in the higher elevation areas. These service area exchanges are located within the Stoneridge Specific Plan.

Historically, the City paid PCWA for these services using the payment request form process. Beginning in FY 2024–25, staff transitioned to using purchase orders to improve cost tracking and financial transparency. Due to continued increases in water service rates, the total annual expenditures now exceed the City Council's spending authorization limit.

FISCAL IMPACT

The estimated cost is \$125,000 for FY2026-27, \$138,000 for FY2027-28, \$152,000 for FY2028-29, \$166,000 for FY2029-30, and \$183,000 for FY2030-31. The total not-to-exceed cost for the purchase orders, including the four additional one-year renewals, is \$764,000. Funding will be provided from the annual budgets of the Parks, Recreation & Libraries Department in the General Fund and Stoneridge Community Facilities District No. 1 (Services District).

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. A purchase order for Placer County Water Agency water service meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Anita Kwong, Management Analyst

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-334

REVIEWERS:

Anita Kwong, Parks, Recreation, and Libraries Department - Administration	Created/Initiated - 8/25/2026
Rendi Hodge, Parks, Recreation, and Libraries Department - Administration	Approved - 8/25/2026
Mackenzie Gonzalez, City Clerk Department	Approved - 8/26/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/2/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/2/2026
Katrina Six, City Clerk Department	Final Approval - 9/2/2026

RESOLUTION NO. 26-334

APPROVING A SOLE SOURCE PURCHASE ORDER FOR WATER SERVICES

WHEREAS, a sole source purchase order for water services to Roseville customers in the Stoneridge Specific Plan, by and between the City of Roseville and the Placer County Water Agency, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to approve an additional four (4) one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Title:	Maidu Museum and Historic Site Exhibit Refresh Project - Professional Design Services Agreement
Contact:	Narinderpal Sufi 916-774-5234 nksufi@roseville.ca.us

SUMMARY

Staff recommends approval of a professional design services agreement with Lord Cultural Resources Planning & Management Inc. in the amount of \$255,206 to provide design services for the internal exhibit space at the Maidu Museum and Historic Site. Funding was appropriated in the FY2025-26 Capital Improvement Project budget to the Maidu Museum and Historic Site Exhibit Refresh Project in the Parks, Recreation & Library Capital Projects Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Professional Design Services Agreement with Lord Cultural Resources Planning & Management Inc. for the Maidu Museum and Historic Site Exhibit Refresh project, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Maidu Museum & Historic Site is situated on a federally protected historic site that was home to a Nisenan Maidu village for thousands of years. The current museum was built in 2010 to support the museum's mission of protecting, preserving, and interpreting the cultural and natural heritage of the historic site and region, while providing programs and exhibits that serve to stimulate visitor involvement, enjoyment, learning, and support. The current exhibits have been in place since opening in 2010 and require updates and enhancements to improve visitor experience and engagement.

A Request for Proposals (RFP) was issued in August 2025, to seek proposals for the comprehensive redesign and re-imagination of current and future exhibits at the Maidu Museum & Historic Site with an opportunity for a design-assist agreement for the implementation. Eight firms submitted proposals; after interviewing the top candidates, Lord Cultural Resources Planning & Management Inc. is recommended for the award based on the firm's global experience, references, and qualifications within the field.

FISCAL IMPACT

Funding for the Professional Design Services Agreement, with Lord Cultural Resources Planning & Management Inc. in the amount of \$255,206, was appropriated in the FY2025-26 Capital Improvement Project budget to the Maidu Museum and Historic Site Exhibit Refresh Project in the Parks, Recreation & Library Capital Projects Fund.

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. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Narinderpal Sufi, City Librarian

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-335
2. Professional Design Services Agreement
3. Master Averaged Score Sheet

REVIEWERS:

Narinderpal Sufi, Parks, Recreation, and Libraries Department - Library	Created/Initiated - 8/25/2026
Narinderpal Sufi, Parks, Recreation, and Libraries Department - Library	Approved - 8/25/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Clerk Department	Approved - 9/4/2026
Katrina Six, City Clerk Department	Final Approval - 9/4/2026

RESOLUTION NO. 26-335

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND LORD CULTURAL RESOURCES PLANNING &
MANAGEMENT INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Design Services Agreement for the Maidu Museum &
Historic Site Exhibit Refresh project, by and between the City of Roseville and Lord Cultural
Resources Planning & Management Inc., 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
_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Maidu Museum & Historic Site Exhibit Refresh

THIS AGREEMENT is made and entered into this 5th day of August, 2026, by and between the City of Roseville, a municipal corporation (“CITY”), and Lord Cultural Resources Planning & Management Inc., a Florida corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of updating and redesigning internal exhibit space at the Maidu Museum and Historic Site; and

WHEREAS, CONSULTANT has prepared a revised proposal, dated July 9, 2026, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional design services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT “A,” attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT “B,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred fifty-five thousand, two hundred six dollars (\$255,206).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task and shall reflect CONSULTANT’s percentage of completion of each task. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed, provided that approval of services and deliverables shall not be unreasonably withheld, conditioned, or delayed. Any services identified in Exhibit B as Phase 4, Gift Shop Remodel, or other optional/add-on services are not authorized under this Agreement and are not included in the not-to-exceed amount set forth above, unless and until added by a written amendment signed by both parties; any such optional services, if added, shall not be subject to public bid

3. Indemnification. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that

CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers’ Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

a. 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.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form 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.

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

d. 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.

e. Subcontractors. CONSULTANT 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, and to the extent commercially available for the applicable subcontractor services. CITY acknowledges and consents to CONSULTANT's use of the subconsultants and specialists

identified in Exhibits A and B. Additional specialists, including Indigenous advisors, research support, and subject matter experts, may be engaged with CITY's prior written consent, including consent provided by email, which shall not be unreasonably withheld, conditioned, or delayed.

Furthermore, CONSULTANT shall require its subcontractors 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 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.

f. 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.

g. 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 subcontractors.

h. 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.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement. The project schedule in Exhibit A shall commence upon execution of this Agreement and/or written notice to proceed, as applicable, and shall be reasonably adjusted for delays not caused by CONSULTANT, including delays in CITY reviews, approvals, access to information or facilities, stakeholder or Native Advisory Committee availability, third-party inputs, force majeure, or changes in scope.

7. Prevailing Wages. When applicable and only to the extent required by applicable law, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, 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 CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, 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. 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. 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 Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement. Notwithstanding the foregoing, CONSULTANT may prepare the design documents, drawings, specifications, cost estimates, recommendations, and other deliverables

expressly included in Exhibit A, including deliverables that CITY may later make available to potential bidders or use in a subsequent procurement, provided that CITY retains responsibility for preparing and administering any solicitation and for ensuring equal access to information for all bidders.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern. Notwithstanding the foregoing, the detailed scope of services, deliverables, assumptions, exclusions, optional service status, schedule, budget, and subconsultant/resource allocations set forth in Exhibits A and B shall govern with respect to the services to be performed and compensation due under this Agreement.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY. CITY's execution of this Agreement constitutes consent to the subconsultants and specialists identified in Exhibits A and B. For specialists or advisors not identified at execution, including Indigenous advisors, research support, and subject matter experts, CITY consent may be provided by email and shall not be unreasonably withheld, conditioned, or delayed.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

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

15. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to

terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible materials (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY. Notwithstanding the foregoing, CONSULTANT retains all right, title, and interest in its pre-existing materials, templates, methodologies, processes, tools, know-how, standard language, and other intellectual property developed independently of this Agreement (“Background IP”). To the extent any Background IP is incorporated into a deliverable, CONSULTANT grants CITY a perpetual, non-exclusive, royalty-free license to use such Background IP solely as incorporated in the deliverables for CITY’s internal use, operation, maintenance, and implementation of the Maidu Museum & Historic Site Exhibit Refresh project. Third-party materials shall remain subject to applicable third-party rights and licenses.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Confidential Information. CONSULTANT agrees that non-public information furnished by CITY and marked or otherwise identified in writing as confidential, or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, shall be treated as confidential ("Confidential Information"). Confidential Information does not include information that is publicly available, already known to CONSULTANT without restriction, independently developed by CONSULTANT without use of Confidential Information, or rightfully received from a third party without confidentiality restriction. All such information, to the extent previously, presently, or subsequently disclosed to CONSULTANT and/or processed and derived by CONSULTANT'S 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.

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. To the extent CONSULTANT stores Confidential Information in CONSULTANT-controlled systems, CONSULTANT shall use commercially reasonable administrative, physical, and technical safeguards appropriate to the nature of the information and the services. CONSULTANT is not required to perform independent third-party data-center audits unless CONSULTANT is expressly engaged to host CITY systems or provide information technology services under a written amendment.

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.

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. For clarity, the twenty-four (24) hour period begins when CONSULTANT has actual knowledge of a confirmed unauthorized access to Confidential Information. 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 shall be responsible for reasonable, documented costs to the extent directly caused by CONSULTANT's negligent failure to comply with its confidentiality and safeguarding obligations under this Agreement.

19. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder and upon payment of all undisputed amounts due for services performed and reimbursable expenses incurred through the effective date of termination, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. 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.

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

22. Severability. If any of the provisions contained in this Agreement is 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.

23. Notices. 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

Parks, Recreation & Libraries Department
Attn: Jill Nunes
316 Vernon Street, Suite 400
Roseville, CA 95678

CONSULTANT

Lord Cultural Resources Planning &
Management, Inc.
Attn: Holly Shen
545 West 25th Street, 7th Floor
New York, NY 10001

Either party may amend its address for notice by giving notice to the other party in writing.

24. 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.

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 CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

LORD CULTURAL RESOURCES
PLANNING & MANAGEMENT, INC., a
Florida corporation

BY: _____

DOMINICK CASEY
City Manager

ATTEST:

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

WILL NUNES
Parks, Recreation & Libraries Director

BY: _____

Joy Bailey-Bryant
its: _____ President _____

and

BY: _____

Johnson Paul
its: _____ CFO _____

EXHIBIT “A”



BUDGET ALIGNMENT STRATEGIES

Overview

To ensure the project remains aligned with the established budget while maintaining core objectives, we have refined the scope originally proposed in September 2025. The following sections outline these adjustments across our three primary service areas: Interpretation & Content Development, Exhibit Design, and Architectural Services. For consistency and ease of comparison, these updates are organized by project phase.

General Adjustments

Indigenous Advisor: Our last revised proposal dated April 7, 2026 indicated that we had removed Tim Johnson from the team, reallocating his planned fees towards a stipend for a local Indigenous advisor Engagement. Per the conversation on May 11, 2026, the City has conveyed that a local person to fill this role has not been identified. However for now we feel it is best to keep this allocation within the Indigenous stipend budget line and continue to exchange ideas around the best way to meet this project need. One option would be to reapproach Tim Johnson; or it may be best to wait until the work kicks off to more carefully scope and recruit for the role.

Estimated Travel Expenses: To keep costs down and per the discussion on Mar 29, we have re-organized the work streams around a maximum of TWO in-person engagements and reduced the travel allocation to \$10,000. Travel includes:

- The first in-person engagement will include the initial site tour of facilities with HGA; a visioning workshop; and a preliminary meeting with the Native Advisory Committee. At least 2 Lord staff will attend along with at least one rep from HGA and one rep from the design team.
- The second in-person engagement will come in Phase 3 and will include a presentation of the final content and a meeting with the Native Advisory Committee.

Adjustments to Scoped Interpretation and Content Development Services

Phase 1: Dedicated the report to exhibit assessment and initial stakeholder engagement, rather than interpretive strategy. Preliminary visitor experience goals and a refreshed thematic concept rooted in Indigenous perspectives and visitor-centered storytelling will still be included. We have also added substantial research hours, which are not necessarily exclusive to Phase 1 and may be used across the life of the project to support onsite data verification as well as additional ad-hoc research as directed or surfaced through stakeholder engagement.

Phase 2: Added to the process a focused check-in meeting, in addition to the presentation of the 50% Draft Plan, ensures Interpretive Planning is proceeding in right direction.

Phase 3: Simplified multi-media scope to reduce level of technical detail, removing media hardware and software specifications. Content Development is included as an "Optional Service" item and our understanding is that the City would like to proceed with this service.

Phase 4: We have noted that this work would not be included in the initial service contract but could be added and/or included through a contract amendment at a later date.



Adjustments to Scoped Exhibit Design Services

Phase 1: Optimized on-site consultant presence by utilizing one designer rather than two for initial site visits.

Phase 2: Reduced involvement of graphic designer at early stage of project and gallery layout options will be presented in a 2D format, showing a top-down map of the gallery or exhibition space.

Phase 3: Simplified approach to description of material palette and reduced complexity of render style to be illustrative (rather than photorealistic). Moved costing from Phase 4 to Phase 3 to align with the city's protocol of costing at earlier/more frequent phases.

Phase 4: Have noted that this work would not be included in the initial service contract but could be added and/or included through a contract amendment later. If the city elects to include this later, we are happy to maintain the bid documentation at a "Fabrication-Ready Intent" level. This aligns with industry standards, allowing fabricators to apply their preferred methods. Also, graphic related Deliverable(s) can remain modified to guidelines package, and deliverable of Final Graphic Templates removed will be similarly omitted. A sample from a Guidelines Package is included at the end of this document.

Adjustments to Scoped Architectural Services

Overall: Removed Collections Storage Area.

Phase 1: Optimized on-site consultant presence, with focus on code compliance. Noting conversion of PDF files to REVIT/CAD files for Building Department assets impacted price.

Phase 2: Refined scope of Lighting and Lighting Support, noting the need to accommodate client decision for all new cases, as much of the exhibition lighting was integrated into those units.

Phase 3: Prioritized ongoing code compliance and seismic design as needed for lighting fixtures, casework, etc.

Phase 4: This work is included as an optional service that may be added on and/or included through a contract amendment at a later date. It is still advisable and necessary to maintain the architectural services through Phases 1-3 to ensure exhibition design includes lighting as well as code compliance and seismic design considerations.

Gift Shop Remodel remains re-allocated as an optional budget of \$20,443 from the revised proposal dated March 11, 2026 with the increased due to: adding interior design services because not reusing case work, the seismic design, the inclusion of some un-bolted to the ground furniture for example bookcases, and also the need to convert PDF plans of gift shop to RIVET.



Deliverables

As requested, the following list outlines the deliverables included in each phase. The total number of deliverables has increased, as after each Engagement Session we will provide a brief memo recounting the discussion.

Phase 1: Project Initiation and Assessment

ASSESSMENT REPORT

- Preliminary Visitor Experience Goals
- Refreshed Thematic Concept

ROUND 1 ENGAGEMENT MEMO

- A recap of all initial in-person activities, including visioning workshop summary, insights from initial meeting with Native Advisory Committee, and any visitor experience insights gleaned from staff and/or staff-led assessment of visitor experience.

Phase 2: Interpretive Planning and Concept Design

INTERPRETIVE PLAN: DRAFT (50%) AND FINAL (100%)

- Confirmed Visitor Experience goals
- Thematic Framework and Sub-Themes
- Exhibit-By-Exhibit Descriptions of Visitor Experience, Interpretive Methods, and Potential Artifact/Media Use
 - Descriptions include recommend interpretive approaches and interactives, and technology-enhanced experiences

With both a status update mid-way through 50% and then review meetings after each submission to integrate client and stakeholder feedback. Stakeholder Meeting to be conducted virtually with MMHS Native Advisory Committee.

CONCEPT DESIGN PACKAGE: DRAFT (50%) AND FINAL (100%)

- Visual concepts defining renewed visitor experience.
- Mood boards and images illustrating look and feel, with Preliminary graphics
- Visitor circulation diagrams, including conceptual floor plans with theme mapping
- Preliminary component list and key component drawings.
- Preliminary lighting design concepts

Reviewed in virtual meetings.

ROUND 2 ENGAGEMENT MEMO

- A recap of input and feedback generated through the virtual meeting with Native Advisory Committee and any ad-hoc virtual stakeholder engagement conducted in Phase 2.



Phase 3: Design Development

CONTENT DEVELOPMENT (OPTIONAL)

Content development is a highly collaborative process, managed through regular content meetings and tracked in a Content Matrix. Lord has a well-established process for completing exhibition content development. Our team will work with you to determine the best way forward understanding your limited staff capabilities and including potential assistance from your local community.

For this scope of work, we have assumed that content will be developed as a team, with shared responsibilities. Lord will:

- Draft all exhibition text in English, with input and review by the Museum and Indigenous Advisory Committee. *NOTE: In our experience it is best to handle translation during the implementation/ production phase as it will not be known the amount of translation needed until content development in English is complete. The cost of translation should thus be part of the fabricator's scope of work.*
- Support object and image identification, led by Museum staff, through templates for tracking and documentation. *NOTE: Any object acquisition or loans of objects would be the scope of the Museum. Purchasing and acquisition of high-resolution or custom graphics/images will also be the responsibility of the fabricator, following guidelines, references and images identified in the Content Development Process.*
- Ensure text and graphic design maintain consistency in tone, readability, and accessibility (ADA standards).
- Media treatments providing overarching direction, purpose and visitor experience of multimedia and interactive elements will be developed. *NOTE: Media and interactive production will be the responsibility of the fabricator and/or multimedia producer. This includes development of specific content, software and hardware.*

Recommend bi-weekly or monthly content coordination meetings with key staff.

Draft content to be reviewed in virtual meeting and final content to be read aloud in an in-person page-turn meeting with Project Team and MMHS Native Advisory Committee.

DETAIL DESIGN PACKAGE: DRAFT (50%) AND FINAL (100%)

- Refined floor plans and visitor flow diagrams
- Refined lighting design concepts
- Preliminary multi-media concepts
- Design Documentation (*Elevation, Drawings, and Descriptions of Components*)
 - Graphic Guidelines, including color palette (note, example of deliverable provided in the next page)
 - Design Intent Level Materials and Finishes

Final Content presented in-person during second visit. Detail Design package reviewed in virtual meetings with Project Team and MMHS Native Advisory Committee.

ROUND 3 ENGAGEMENT MEMO

- Recap of stakeholder input and feedback regarding interpretive strategy, exhibition design and final content.



OPTIONAL TO ADD-ON LATER:

Phase 4: Bid-Ready Design & Architectural Documentation

BID-READY PACKAGE

- Multi-media descriptions and experience types
- Fabrication Ready Intent Level Documentation (*Drawings & Elevations of all exhibit elements, description of interactives, object display guidelines, color location plans*)
 - Graphic templates not included

Reviewed in virtual meetings with Project Team and MMHS Native Advisory Committee.

ARCHITECTURAL DOCUMENTATION

- Updated Lighting Plans
- Architectural/Base Building Specifications
- Construction Documents Set
- Gift Shop Remodel (included if option service exercised)
- Implementation Schedule
- Cost Estimates

ROUND 4 FINAL ENGAGEMENT MEMO

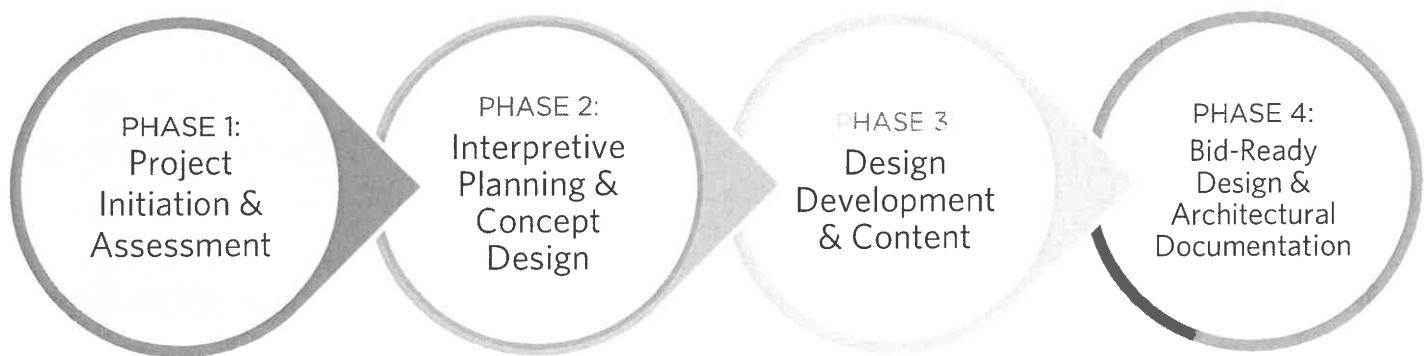
Reviewed in virtual meeting with Project Team and MMHS Native Advisory Committee



SCHEDULE

Due to the pending exact start date for services, we have outlined the project schedule by monthly duration rather than specific calendar dates. Once the contract is approved, these durations will be mapped to a formal start date.

While certain deliverables have been adjusted, the overall pacing remains mostly unchanged to prioritize meaningful collaboration. Originally proposed as a 16-month process, the revised scope can be done in ~12 months, if the “Optional Service” of Content Development is not chosen. We right sized the following schedule to last 14 months. Maintaining this duration ensures that all stakeholders have sufficient time to provide input and that the design process remains thorough and deliberate.



Community Outreach

Our process is structured, phased, and collaborative, ensuring meaningful engagement, clear deliverables, and design excellence. We prioritize listening, empowering, and co-creating. At the same time we understand the need to leverage virtual engagement to meet budgetary requirements. Thus, the consultant team will maximize TWO in-person visits to Maidu Museum:

First In-Person Engagement (during Phase 1) will include:

- Tour of facilities with HGA team to assess architectural considerations
- Visioning Workshop with stakeholders, including rep from Native Advisory Committee
- Separate initial meeting with Native Advisory Committee
- During this initial visit, Lord may also meet with staff to provide guidance and tools for staff to conduct visitor assessment that could supplement the findings

Phase 2 review and community engagement will be conducted virtually, including virtual meeting with Native Advisory Committee

Second In-Person Engagement (during Phase 3) will include:

- In-person presentation of final content (if this option is included)
- Third in-person meeting with Native Advisory Committee

Phase 4 final presentations will be virtual

Proposed Month by Month Process

Based on the project plan and our experience on similar projects, the following page outlines our proposed project schedule:

Phase & Tasks	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
Phase 1 - Project Initiation and Assessment																
Start-up meeting (virtual)	•															
Document review	•	•														
In person site visit #1:		•														
---Facility tour and assessment (HGA)		•														
---Visioning Workshop		•														
---Meeting with Native Advisory Cmte		•														
Ongoing research as needed	•	•														
Phase 1 Report (Assessment and Engagement Memo)			•	•												
Phase 2 - Interpretive Planning and Concept Design																
Interpretive Plan (50% and 100%)			•	•	•	•		•								
Ongoing research as needed				•	•	•	•	•								
Conceptual Exhibit Design (50% & 100%)					•	•	•	•								
2 nd Round Engagement (virtual)					•	•	•	•								
Phase 2 Engagement Memo								•								
Phase 3 - Design Development																
Exhibit Content Development (approx. 6-month)								•	•	•	•	•	•	•		•
Refined Exhibit Design									•	•						
In person visit #2:														•		
---Final content presented in person														•		
---Meeting with Native Advisory Cmte														•		
Phase 3 Engagement Memo & Costing														•	•	
OPTIONAL Phase 4 - Bid-Ready Design and Architectural Documentation																
Bid Ready Documents												•	•	•	•	•
Gift Shop Remodel											•		•			
Base Building design												•	•			
Construction Documents and Permit Requirements												•	•			
Final Presentation and Revisions (virtual)														•	•	•
Phase 4 Engagement Memo															•	•

“EXHIBIT B”

Detailed Hourly Breakdown of Project

This page provides the breakdown per task with hourly allotment for each consultant and includes content development, which is noted as optional in-line as well as Phase 4 and the Gift Shop Remodel.

Phase 1 Project Initiation and Assessment																		
Natalie Bornstein Project Lead	Interpretive & Engagement Assistance	Project Researcher	Erica Rawles & Holly Shan Community Engagement & Project Advisor	James Bruer Exhibit Design Lead	Jacqueline Hampshire Design Coordination	Meredith Sadler Graphic Design	Tiffany Coyne AOR	Marc L'Hallen Designer	Angela Falla Code Compliance	Project and Administrative Support	Interior Designer	Suzanne Berry Project Manager	Electrical Engineer	Structural Engineer	Specifications Specialist	Fees		
2895	5165	3185	5985	5995	385	4985	5944	5974	5938	5938	5950	5980	5950	5900	5900	\$ 2,814		
2	2	2	2	2	2	2	2	0	2	2	2	6	1	1	1	\$ 9,284		
4	2	2	2	2	2	2	2	0	2	2	2	6	4	4	4	\$ 5,204		
4	4	4	4	4	4	4	4	0	2	4	4	4	4	4	4	\$ 10,056		
16	6	0	4	2	8	2	2	2	1	1	1	4	4	4	4	\$ 16,200		
Curatorial Research & Data Verification																		
120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	\$ 6,758		
1st Round Engagement																		
12	4	0	8	0	2	0	2	2	2	2	2	2	2	2	2	\$ 7,278		
Phase 1 Report (Assessment Report & Engagement Memo)																		
8	4	4	8	2	4	0	2	2	2	2	2	2	2	2	2	\$ 296		
P1 Hours totals																		
46	12	120	28	8	22	2	12	0	7	28	11	11	11	11	11	\$ 57,594		
Fees	\$13,570	\$2,220	\$8,260	\$2,360	\$4,070	\$270	\$2,928	\$0	\$1,526	\$4,144	\$0	\$2,046				\$ 60,795		
Phase 2 Interpretive Planning and Concept Design																		
Interpretive Plan																		
32	40		4	2	2	0										\$ 18,980		
8	2		0	35	50	20	4		4	6		4				\$ 32,665		
Conceptual Exhibit Design (50% and 100%)																		
8	4	4	16	2	4	4	0						22			\$ 9,150		
2nd Round Engagement																		
48	46	0	20	39	56	20	4	0	4	6	0	4	22			\$ 269		
Fees	\$14,160	\$8,510	\$5,900	\$11,505	\$10,360	\$2,700	\$976	\$0	\$872	\$888	\$0	\$744	\$4,180			\$ 60,795		
Phase 3 Design Development																		
Refined Exhibit Design																		
8				48	96	18	2		4	20		9				\$ 46,504		
44	96		4	4	4	4										\$ 32,460		
Content Development & Coordination (Optional)																		
6	1		16	4	4	4	2					2				\$ 9,455		
3rd Round Engagement																		
2				4	4	4	2						30			\$ 9,898		
Costing																		
P3 Hours totals																		
60	97	0	20	56	104	22	6	0	4	20	0	11	20			\$ 450		
Fees	\$17,700	\$17,945	\$0	\$5,900	\$16,520	\$19,240	\$2,970	\$1,464	\$0	\$872	\$0	\$1,046	\$6,900	\$3,800		\$ 98,317		
Phase 3 Subtotal																		
Phases 1-3 Professional Fees Subtotal																		
Project Management Fee																		
Project Management Fee																		
Stipends for Indigenous Engagement and Indigenous Advisement Fees																		
Travel Allowance																		
GRAND TOTAL FEES AND EXPENSES PHASES 1-3																		
\$ 255,206																		
Additional Optional Services:																		
Phase 4 Bid Ready Design and Architectural Documentation																		
Bid Ready Documents																		
12	4	0		16	60	10	2		2	16		4	20			\$ 29,286		
Costing (moved to Phase 3)																		
1				4	4		2						8			\$ 10,623		
Base Building design																		
Construction Documents and Permit Requirements																		
Final Presentation and Revisions																		
12	2		2	8	8	4	4			12		6	8			\$ 14,268		
P4 Hours totals																		
25	6	0	2	28	72	14	14	0	10	53	8	26	8	28		\$ 350		
Fees	\$7,375	\$1,110	\$0	\$590	\$8,260	\$13,320	\$1,890	\$3,416	\$0	\$2,180	\$7,844	\$1,200	\$2,080	\$1,600	\$5,656	\$ 70,477		
Phase 4 Subtotal																		
Gift Shop remodel																		
1							8	16	2	20	16	8	2			\$ 20,443		
Gift Shop remodel																		
PHASE 4 & GIFT SHOP REMODEL ADD-ONS																		
\$ 90,920																		



Department: PRL
Date: 9/19/2025
RFP No. 13-170
for
Maidu Museum & Historic Site Exhibit Refresh

Ranking	Company Name	Experience and Quals Score (after weighting)	Percentage Weighting	Project Understanding Score (after weighting)	Percentage Weighting	Schedule Score (after weighting)	Percentage Weighting	Project Approach Score (after weighting)	Percentage Weighting	Total Score
	DG Studios	20	30	19	25	12	15	20	30	71
	Formula D	21	30	20	25	10	15	21	30	72
	Lord	26	30	21	25	13	15	26	30	86
	Object Project	18	30	21	25	12	15	20	30	71
	Process Curiosity	18	30	21	25	12	15	20	30	71
	Quatrefoil Associates	22	30	22	25	13	15	24	30	81
	Riggs Ward	26	30	23	25	13	15	26	30	88
	The Exhibits Dept	26	30	22	25	13	15	26	30	87
			30		25		15		30	0

Instructions to end users: Delete this section before publishing the score sheet.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 (Public Disclosure) of the City's RFP Policy document , a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

Use one of the following point systems for scoring:

95 - 100 = Excellent	5 = Excellent
85 - 95 = Above Average	4 = Above Average
75 - 84 = Average	3 = Average
65 - 74 = Fair	2 = Fair
55 - 64 = Poor	1 = Poor
0 - 54 = Unacceptable	0 = Unacceptable

Title:	Stone Point Community Facilities District No. 5 Parks Rehabilitation - New Capital Improvement Project and Budget Adjustment
Contact:	Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment of \$155,357 for the establishment of a new Capital Improvement Project – Stone Point Communities Facilities District 5 Parks Rehabilitation. Funding is provided by available resources in the Stone Point Community Facilities District No. 5 Capital Fund.

RECOMMENDATION

Staff recommends that the City Council authorize the establishment of a new Capital Improvement Project – Stone Point Community Facilities District 5 Parks Rehabilitation and adopt an ordinance to approve a budget adjustment appropriating \$155,357 into the project. Funding is provided by available resources in the Stone Point Community Facilities District No. 5 Capital Fund.

BACKGROUND

All developer projects funded through the Stone Point Community Facilities District (CFD) No. 5 bond have been completed. The remaining balance is now available to support rehabilitation projects within the Stone Point CFD 5 area. Proposed expenditures will focus on improvements to Stone Point CFD 5 parks and enhancement of existing facilities. This project will provide funding for improvements at Piches and Kennedy Parks, including repainting site furniture, restriping sports courts, repairing or replacing site furniture and landscaping, improving security lighting, and other necessary facility improvements. This action appropriates remaining Stone Point CFD No. 5 bond funds.

FISCAL IMPACT

Funding for the Stone Point CFD 5 Parks Rehabilitation project is through the Stone Point CFD No. 5 Capital Fund. There will be no General Fund impact.

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 budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Brian Castelluccio, Parks Recreation and Libraries Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Ordinance 7103

REVIEWERS:

Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance

Created/Initiated -
8/24/2026

Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance

Approved - 8/24/2026

Jill Nunes, Parks, Recreation, and Libraries - All

Approved - 8/26/2026

Kelly Aye, City Attorney Department

Approved - 9/1/2026

Katrina Six, City Clerk Department

Approved - 9/2/2026

Ryan DeVore, City Manager Department - Assistant City Manager

Approved - 9/2/2026

Dennis Kauffman, City Manager Department - Assistant City Manager

Approved - 9/3/2026

Michelle Sheidenberger, City Attorney Department

Approved - 9/3/2026

Dominick Casey, City Clerk Department

Approved - 9/4/2026

Katrina Six, City Clerk Department

Final Approval - 9/4/2026

ORDINANCE NO. 7103

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27
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 2026-27, is hereby amended as listed on the attached budget adjustment for the Stone Point Community Facilities District 5 Parks Rehabilitation Capital Improvement Project.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 06/03/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Brian Castelluccio, Parks Manager	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Anita Kwong, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	PRL		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3009	5301	84001	500714	155,357	Establish expenditure budget for park improvements project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				155,357	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	155,357
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project		
3009	3601	00000	000000	(155,357)	Decrease Stone Point CFD 5 Capital Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(155,357)	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Capital Improvement Project – Stone Point CFD 5 Parks Rehabilitation (500714) and adopt an ordinance to approve a budget adjustment appropriating \$155,357 into the project. Funding is provided by available resources in the Stone Point Community Facilities District 5 Capital Fund (3009).

All developer projects funded through the Stone Point Community Facilities District (CFD) 5 bond have been completed. The remaining bond balance is now available to support rehabilitation projects within the Stone Point CFD 5 area. Proposed expenditures will focus on improvements to Stone Point CFD 5 parks and enhancement of existing facilities. This project will provide funding for improvements at Piches and Kennedy Parks, including repainting site furniture, restriping sports courts, repairing or replacing site furniture and landscaping, improving security lighting, and other necessary facility improvements.

This action reallocates existing Stone Point CFD 5 bond funds and will have no impact on the General Fund.

Title:	North Roseville Community Facilities District 1 Park Rehabilitation - New Capital Improvement Project and Budget Adjustment
Contact:	Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment of \$133,530 for the establishment of a new Capital Improvement Project – North Roseville Community Facilities District 1 Park Rehabilitation. Funding is provided by available resources in the North Roseville Community Facilities District No. 1 Fund. There will be no General Fund impact.

RECOMMENDATION

Staff recommends that the City Council authorize the establishment of a new Capital Improvement Project – North Roseville Community Facilities District 1 Park Rehabilitation and adopt an ordinance to approve a budget adjustment appropriating \$133,530 into the project.

BACKGROUND

The North Roseville Community Facilities District (CFD) No. 1 bond matured in September 2023. The remaining cash balance is now available to support rehabilitation projects within the North Roseville CFD 1 area. Target expenditures are proposed for North Roseville CFD 1 parks to enhance existing facilities, which could include soccer field renovations, decomposed granite pathway renovations, repair or replacement of site furniture, and other improvements as needed. This action appropriates the remaining North Roseville CFD 1 bond funds.

FISCAL IMPACT

Funding is provided by available resources from the North Roseville CFD 1 Fund. There will be no General Fund impact.

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 North Roseville CFD 1 Capital Improvement Project and Budget Adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Brian Castelluccio, Parks Recreation and Libraries Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Ordinance 7104

REVIEWERS:

Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance

Created/Initiated -
8/24/2026

Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance

Approved - 8/24/2026

Jill Nunes, Parks, Recreation, and Libraries - All

Approved - 8/26/2026

Kelly Aye, City Attorney Department

Approved - 9/1/2026

Katrina Six, City Clerk Department

Approved - 9/2/2026

Ryan DeVore, City Manager Department - Assistant City Manager

Approved - 9/4/2026

Dennis Kauffman, City Manager Department - Assistant City Manager

Approved - 9/4/2026

Michelle Sheidenberger, City Attorney Department

Approved - 9/4/2026

Dominick Casey, City Manager Department - City Manager

Approved - 9/7/2026

Katrina Six, City Clerk Department

Final Approval - 9/8/2026

ORDINANCE NO. 7104

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27
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 2026-27, is hereby amended as listed on the attached budget adjustment for the North Roseville Community Facilities District 1 Park Rehabilitation Capital Improvement Project.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 06/03/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Brian Castelluccio, Parks Manager	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Anita Kwong, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	PRL		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7415	5569	80701		133,530	Increase budget to move available resources from the North Roseville CFD 1 Fund to the Parks Recreation and Library Capital Projects Fund
3130	5301	84001	500713	133,530	Establish project expenditure budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				267,060	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130	4780	80301		133,530	Receiving available resources from North Roseville CFD 1 Fund
REVENUES/TRANSFERS IN TOTAL				133,530	

NET ADJUSTMENT	133,530	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project		
7415	3601	00000	000000	(133,530)	Decrease North Roseville CFD 1 Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(133,530)	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Capital Improvement Project – North Roseville CFD 1 Park Rehabilitation (500713) and adopt an ordinance to approve a budget adjustment appropriating \$133,530 into the project. Funding is provided by available resources from the North Roseville CFD 1 Fund (7415) being moved into the Parks, Recreation and Library Capital Projects Fund (3031).

The North Roseville Community Facilities District (CFD) 1 bond matured in September 2023, and the remaining balance is now available to support rehabilitation projects within the North Roseville CFD 1 area. This project provides funding for improvements at parks located within the North Roseville CFD 1, which could include soccer field renovations, decomposed granite pathway renovations, repair or replacement of site furniture, and other improvements as needed. Target expenditures are proposed for North Roseville CFD 1 parks to enhance existing facilities. This action reallocates existing North Roseville CFD 1 bond funds. There is no impact to the General Fund.

Title:	California Independent System Operator Extended Day Ahead Market – Onboarding Agreements
Contact:	Petra Wallace 916-774-5510 pwallace@roseville.ca.us

SUMMARY

Staff recommends approval of the California Independent System Operator (CAISO) Extended Day-Ahead Market (EDAM) agreements, which include the EDAM Load Serving Entity Agreement, the EDAM Addendum to the Energy Imbalance Market (EIM) Participating Resource Agreement, and the EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement, that are required for Roseville Electric Utility's onboarding and registration for planned EDAM participation in 2027. There is no fiscal impact associated with the EDAM onboarding and application process. Roseville's existing participation in the Western EIM satisfies the applicable CAISO application requirements, and no additional application fee is required.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the California Independent System Operator (CAISO) Extended Day-Ahead Market (EDAM) agreements which include the EDAM Load Serving Entity Agreement, the EDAM Addendum to the EIM Participating Resource Agreement, and the EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement, that are required for Roseville Electric Utility's onboarding and registration for planned EDAM participation in 2027, and authorize the City Manager to execute them on behalf of the City of Roseville.

BACKGROUND

CAISO operates the high-voltage transmission system serving most of California and administers wholesale electricity markets that balance electricity supply and demand. EDAM expands regional market coordination into the day-ahead timeframe, allowing participating utilities to optimize energy purchases and generation schedules one day in advance across a broader Western region. EDAM builds on the Western Energy Imbalance Market (EIM), which Roseville joined in March 2021 and which has provided access to additional generation resources, greater operational flexibility, and power supply cost savings.

Participation in EDAM is voluntary and does not require Roseville to join the CAISO balancing authority. Roseville will retain operational control of its electric system while using the CAISO market platform to improve coordination and access to regional energy resources. Many utilities throughout the Western Interconnection have committed to joining EDAM. The first participant began operation under EDAM in May 2026, with Roseville targeting participation in 2027 in coordination with the Balancing Authority of Northern California (BANC).

Roseville's participation in EDAM is expected to provide greater access to regional generation resources, additional opportunities for cost-effective energy purchases, and improved coordination with other Western utilities. As part of the implementation process, CAISO requires EDAM participants to complete an

onboarding process and execute agreements establishing the operational, scheduling, and settlement responsibilities necessary to participate in the CAISO-administered market. These include addendums to Roseville's existing EIM participation agreements and a new EDAM Load Serving Entity agreement.

FISCAL IMPACT

There is no fiscal impact associated with the EDAM onboarding and application process. Roseville's existing participation in the Western EIM satisfies the applicable CAISO application requirements, and no additional application fee is required.

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 onboarding agreements to participate in EDAM meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 2. Remain fiscally responsible in a changing world
- 6. Deliver exceptional City services

Respectfully Submitted,
Petra Wallace, Power Supply and Portfolio Administrator

Daniel Beans, Electric Utility Director

ATTACHMENTS:

- 1. Resolution 26-344
- 2. LOAD SERVING ENTITY AGREEMENT
- 3. ADDENDUM TO THE EIM PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT
- 4. ADDENDUM TO THE EIM PARTICIPATING RESOURCE AGREEMENT

REVIEWERS:

Eric Rivera, Electric Department - Resource Planning & Generation	Created/Initiated - 8/25/2026
William Forsythe, Electric Department - All	Approved - 8/26/2026
Shawn Matchim, Electric Department - All	Approved - 8/27/2026
Daniel Beans, Electric Department - All	Approved - 8/27/2026
Kelly Aye, City Attorney Department	Approved - 9/3/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-344

CALIFORNIA INDEPENDENT SYSTEM OPERATOR EXTENDED DAY-AHEAD
MARKET AGREEMENTS

WHEREAS, the California Independent System Operator's (CAISO) operates the high-voltage transmission system serving most of California and administers wholesale electricity markets that balance supply and demand across both day-ahead and real-time timeframes; and

WHEREAS, the Extended Day-Ahead Market (EDAM) is a new market developed by CAISO that expands regional coordination into the day-ahead timeframe for utilities and balancing authority areas (BAAs) that are outside the CAISO; and

WHEREAS, the EDAM builds on the success of the Western Energy Imbalance Market (EIM), which Roseville joined in March 2021, by allowing utilities to plan and optimize energy purchases one day in advance of the operating day; and

WHEREAS, participation in the EIM has provided Roseville Electric Utility with access to a larger pool of generation resources, improved operational flexibility, and reduced power supply costs; and

WHEREAS, Roseville Electric Utility is a member of the Balancing Authority of Northern California (BANC), and staff's evaluation of participation in the EDAM aligns with BANC and its member utilities' identification of the EDAM as their preferred long-term day-ahead market solution; and

WHEREAS, part of the EDAM implementation process, the CAISO requires participating entities to complete an onboarding process and execute agreements establishing the operational, scheduling, and settlement responsibilities necessary to participate in the CAISO-administered market; and

WHEREAS, these include addendums to Roseville's existing EIM participation agreements and a new EDAM Load Serving Entity agreement; and

WHEREAS, City Council has reviewed the California Independent System Operator (CAISO) Extended Day-Ahead Market (EDAM) agreements which includes the EDAM Load Serving Entity Agreement, the EDAM Addendum to the EIM Participating Resource Agreement, and the EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager, or his designee, is authorized to execute the California Independent System Operator (CAISO) Extended Day-Ahead Market (EDAM) agreements.

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

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

City of Roseville, Roseville Electric Utility

EDAM LOAD SERVING ENTITY AGREEMENT

**EDAM LOAD SERVING ENTITY AGREEMENT
THIS EXTENDED DAY-AHEAD MARKET LOAD SERVING ENTITY AGREEMENT**

("Agreement") is established this _____ day of _____, _____, and is accepted by and between:

City of Roseville, Roseville Electric Utility ("EDAM Load Serving Entity"), a having its registered and principal executive office at 311 Vernon Street, Roseville, CA, 95678,

and

California Independent System Operator Corporation ("CAISO"), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EDAM Load Serving Entity and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A.** The CAISO operates the Day-Ahead Market and Real-Time Market pursuant to the CAISO Tariff.
- B.** The EDAM Load Serving Entity is responsible for Load within an EDAM Entity Balancing Authority Area not represented by an EDAM Entity and authorized by the EDAM Entity to represent its Load in the Day-Ahead Market and Real-Time Market; and
- C.** The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO's Day-Ahead Market and Real-Time Market by the EDAM Load Serving Entity in accordance with Section 33 and Section 29 of the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Master Definitions Supplement. All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) unless the context otherwise requires, “or” is used in the conjunctive sense;
- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

1.3 EDAM Load Serving Entity’s Non-Jurisdictional Status. *The CAISO acknowledges that the EDAM Load Serving Entity is a exempt/non-jurisdictional entity as described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and understands that this Agreement does not extend the authority that FERC has over the EDAM Load Serving Entity apart from any authority it has to interpret or enforce this Agreement.]*

ARTICLE II

RESPONSIBILITIES OF EDAM LOAD SERVING ENTITY

- 2.1 EDAM Load Serving Entity Scheduling Coordinator.** The EDAM Load Serving Entity shall be represented by an EDAM Load Serving Entity Scheduling Coordinator, which may be the EDAM Load Serving Entity or another entity certified by the CAISO to perform the functions of an EDAM Load Serving Entity Scheduling Coordinator.
- 2.2 EDAM Load Serving Entity Information.** The EDAM Load Serving Entity shall provide information regarding its Load to the CAISO for Extended Day-Ahead Market purposes, in accordance with the CAISO Tariff and applicable Business Practice Manuals. The EDAM Load Serving Entity is responsible for the accuracy and completeness of this information.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 10.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that (i) the EDAM Load Serving Entity commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement, or (ii) the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located terminates participation in the CAISO's Extended Day-Ahead Market. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

- 3.2.2 Termination by EDAM Load Serving Entity.** In the event that the EDAM Load Serving Entity no longer wishes to participate in the CAISO's Extended Day-Ahead Market, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the EDAM Load Serving Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

CAISO TARIFF

- 4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 33 and Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EDAM Load Serving Entity shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EDAM Load Serving Entities in respect of all matters set forth therein.

ARTICLE V

COSTS

- 5.1 Operating and Maintenance Costs.** The EDAM Load Serving Entity shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

- 7.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 7.2 Necessary Approvals.** The EDAM Load Serving Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EDAM Load Serving Entity prior to the effective date of this Agreement, including any arrangement with the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located and any third party Balancing Authorities.

ARTICLE XIII

LIABILITY

- 8.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest

were an original Party to this Agreement.

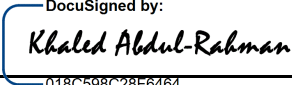
- 10.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1 of this Agreement. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 10.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 10.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 10.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 10.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental

agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

- 10.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EDAM Load Serving Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 10.9 Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the federal law provisions as provided by the EDAM Load Serving Entity and previously agreed to by the CAISO.
- 10.10 Electronic Signatures.** The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.
- 10.11 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By:  DocuSigned by:
Khaled Abdul-Rahman
018C598C28F6464...

Name: Khaled Abdul-Rahman

Title: Vice President and CITO

Date: 8/24/2026

City of Roseville, Roseville Electric Utility

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1**NOTICES****EDAM Load Serving Entity**

Name of Primary
Representative: Dan Beans
Title: Utility Director
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: DCBeans@roseville.ca.us
Phone: 916-774-5603

Name of Alternative
Representative: Petra Wallace
Title: Power Supply and Portfolio Manager
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: pwallace@roseville.ca.us
Phone: 916-774-5510

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Riddhi Ray
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: rray@caiso.com
Phone: (916) 608-1056
Fax: (916) 608-5063

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

City of Roseville, Roseville Electric Utility

**EDAM ADDENDUM TO THE
EIM PARTICIPATING RESOURCE
SCHEDULING COORDINATOR AGREEMENT**

**EDAM ADDENDUM TO THE
EIM PARTICIPATING RESOURCE
SCHEDULING COORDINATOR AGREEMENT**

Effective _____, **City of Roseville, Roseville Electric Utility** and the California Independent System Operator Corporation (“CAISO”) (collectively the “Parties”) make and enter into the EDAM Addendum to the Parties’ EIM Participating Resource Scheduling Coordinator Agreement (the “Agreement”).

Whereas:

- A.** Pursuant to the Agreement, **City of Roseville, Roseville Electric Utility** is certified as an EIM Participating Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 29 of the CAISO Tariff and represents EIM Participating Resources in an EDAM Entity Balancing Authority Area;
- B.** **City of Roseville, Roseville Electric Utility** extends its role as an EIM Participating Resource Scheduling Coordinator to the CAISO Day-Ahead Market so that it can represent EDAM Resources under the terms and conditions set forth in Section 33 of the CAISO Tariff; and
- C.** **City of Roseville, Roseville Electric Utility** has applied for certification or has been certified as an EDAM Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 33 of the CAISO Tariff.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree that the Agreement is hereby supplemented as follows:

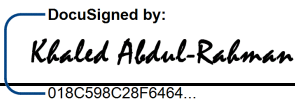
- 1. Agreement to be Bound by CAISO Tariff.** Section 33 of the CAISO Tariff is incorporated into the Agreement and made a part thereof.
- 2. Interpretation.** All references in the Agreement to the “EIM” or the “Energy Imbalance Market” will also be read as references to the “EDAM” or the “Extended Day-Ahead Market.” All references in the Agreement to the “Real-Time Market” will also be read as references to the “Extended Day-Ahead Market.” All references in the Agreement to “EIM Participating Resources” will also be read as references to “EDAM Resources.” All references in the Agreement to “EIM Participating Resource Scheduling Coordinator(s)” will also be read as references to

the “EDAM Resource Scheduling Coordinator(s).” All references in the Agreement to Section 29 of the CAISO Tariff will also be read as references to Section 33 of the CAISO Tariff.

3. **Effective Date and Termination.** This EDAM Addendum will be effective as of the later of the date it is executed by the Parties and shall remain in full force and effect until terminated pursuant to the same process as is set forth in Section 3.2 of the Agreement. If **City of Roseville, Roseville Electric Utility** terminates its participation as an EDAM Resource Scheduling Coordinator, it may continue to participate as an EIM Participating Resource Scheduling Coordinator under the terms of the Agreement.
4. **Miscellaneous.** Except as expressly modified by this EDAM Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By:  DocuSigned by:
Khaled Abdul-Rahman
018C598C28F6464...
Name: Khaled Abdul-Rahman
Title: Vice President and CITO
Date: 8/24/2026

City of Roseville, Roseville Electric Utility

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1**NOTICES****[Section 10.2]****EIM Participating Resource SC**

Name of Primary
Representative: Dan Beans
Title: Utility Director
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: DCBeans@roseville.ca.us
Phone: 916-774-5603

Name of Alternative
Representative: Petra Wallace
Title: Power Supply and Portfolio Manager
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: pwallace@roseville.ca.us
Phone: 916-774-5510

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Riddhi Ray
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: rray@caiso.com
Phone: (916) 608-1056
Fax: (916) 608-5063

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

City of Roseville, Roseville Electric Utility

**EDAM ADDENDUM TO THE
EIM PARTICIPATING RESOURCE
AGREEMENT**

EDAM ADDENDUM TO THE EIM PARTICIPATING RESOURCE AGREEMENT

Effective _____, **City of Roseville, Roseville Electric Utility** and the California Independent System Operator Corporation (“CAISO”) (collectively the “Parties”) make and enter into this EDAM Addendum to the Parties’ EIM Participating Resource Agreement (the “Agreement”).

Whereas:

- A.** Pursuant to the Agreement, **City of Roseville, Roseville Electric Utility** has participated or will participate as an EIM Participating Resource in the CAISO’s Real-Time Market and is located in an EDAM Entity Balancing Authority Area;
- B.** The CAISO also operates the Day-Ahead Market pursuant to the CAISO Tariff; and
- C.** **City of Roseville, Roseville Electric Utility** extends its participation to the CAISO’s Day-Ahead Market in accordance with the EDAM Entity’s open access transmission tariff or the tariff of another transmission service provider within the EDAM Entity Balancing Authority Area.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree that the Agreement is hereby supplemented as follows:

- 1. Agreement to be Bound by CAISO Tariff.** Section 33 of the CAISO Tariff is incorporated herein and made a part hereof.
- 2. Interpretation.** All references in the Agreement to the “EIM” or the “Energy Imbalance Market” will also be read as references to the “EDAM” or the “Extended Day Ahead Market.” All references in the Agreement to an “EIM Entity” will also be read as references to an “EDAM Entity.” All references in the Agreement to “EIM Participating Resource(s)” will also be read as references to the “EDAM Resource(s).” All references in the Agreement to “EIM Resources” will also be read as references to “EDAM Resource Facilities.” All references in the Agreement to an “EIM Participating Resource Scheduling Coordinator” will also be read as references to an “EDAM Resource Scheduling Coordinator.” All references in the Agreement to Section 29 of the CAISO Tariff will also be read as references to Section 33 of the CAISO Tariff.

3. **EDAM Resource Facilities.** Schedule 1 of the Agreement will be updated to include all EDAM Resource Facilities not already included in Schedule 1 as an EIM Resource.
4. **Effective Date and Termination.** This EDAM Addendum will be effective as of the later of the date it is executed by the Parties and shall remain in full force and effect until terminated pursuant to the same process as is set forth in Section 3.2 of the Agreement, or until the EDAM Entity for the Balancing Authority Area in which the EDAM Resource is located ceases its participation in EDAM. If **City of Roseville, Roseville Electric Utility** terminates its participation as an EDAM Resource, it may continue to participate as an EIM Participating Resource under the terms of the Agreement.
5. **Miscellaneous.** Except as expressly modified by this EDAM Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

DocuSigned by:
Khaled Abdul-Rahman
018C598C28F6464...

By: _____

Name: _____ Khaled Abdul-Rahman

Title: _____ Vice President and CITO

Date: _____ 8/24/2026

City of Roseville, Roseville Electric Utility

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1**NOTICES****[Section 10.2]****EIM Participating Resource**

Name of Primary
Representative: Dan Beans
Title: Utility Director
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: DCBeans@roseville.ca.us
Phone: 916-774-5603

Name of Alternative
Representative: Petra Wallace
Title: Power Supply and Portfolio Manager
Company: City of Roseville, Roseville Electric Utility
Address: 116 S Grant St
City/State/Zip Code: Roseville, CA, 95678
Email Address: pwallace@roseville.ca.us
Phone: 916-774-5510

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Riddhi Ray
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: rray@caiso.com
Phone: (916) 608-1056
Fax: (916) 608-5063

Title:	Energy Risk Management Policies Update
Contact:	Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

SUMMARY

Staff recommends approval of updates to the Energy Credit Risk Policy and Energy Trading Authority Policy, and reaffirming the Energy Risk Management Policy and Energy Hedge Policy. The recommended updates clarify existing risk management controls for Roseville Electric Utility and do not expand trading authority, increase credit approval limits, or change the City's risk appetite. There is no fiscal impact associated with these policy changes.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving updates to the Energy Credit Risk Policy and Energy Trading Authority Policy, and reaffirming the Energy Risk Management Policy and Energy Hedge Policy.

BACKGROUND

Energy Risk Management Policy Updates

Energy markets are inherently volatile and, if left unmanaged, can expose the City of Roseville to significant financial risk. In response, the City adopted a comprehensive set of Energy Risk Management Policies in 2005 to guide the prudent operation of Roseville Electric. These policies provide the governance framework necessary to manage risks associated with energy procurement, trading activity, counterparty credit exposure, and hedging.

The City's Energy Risk Management Policies include the following:

Energy Risk Management Policy

Establishes the overarching governance structure, including risk management objectives, roles, responsibilities, oversight, and reporting requirements.

Energy Credit Risk Policy

Defines the procedures for establishing, approving, monitoring, and managing counterparty credit limits and credit exposure to mitigate default risk.

Energy Trading Authority Policy

Outlines permissible transaction types and establishes authorization levels for approved energy-related transactions.

Energy Hedge Policy

Establishes the utility's hedging objectives, risk tolerance, and guidelines for managing price volatility in power supply costs.

Policy Review and Recommended Revisions

Roseville Electric periodically reviews its Energy Risk Management Policies to ensure they remain aligned with current market conditions, regulatory requirements, operating practices, and internal governance needs. The recommended policy updates were reviewed by staff, the Risk Management Committee, and the Risk Oversight Committee.

The proposed updates are limited in scope and are intended to clarify existing controls, improve consistency, and support continued documentation of risk management decisions. The updates do not expand trading authority, increase credit approval limits, or change the City's risk appetite.

The following actions are recommended for Council approval:

Energy Risk Management Policy

Reaffirm the existing policy as part of the City's overall energy risk governance framework.

Energy Credit Risk Policy

Approve updates clarifying how existing credit controls apply to Renewable Energy Credit (REC) transactions, including the review of counterparty creditworthiness, contract tenor, pricing structure, settlement terms, expected exposure, market liquidity, and replacement-cost risk. The update also clarifies that when sufficient financial information is not available to support an unsecured credit determination, the counterparty may be assigned a zero-dollar unsecured credit limit, and the transaction may proceed only with acceptable credit enhancements, settlement protections, secured structures, or other protections approved under the policy.

Energy Trading Authority Policy

Approve updates clarifying that approved energy-related transactions, including REC transactions, remain subject to applicable transaction authority, contract requirements, and credit requirements under the City's risk management policies.

Energy Hedge Policy

Reaffirm the existing policy as part of the City's framework for managing power supply price volatility.

These actions reinforce the City's commitment to prudent energy risk management, consistent governance, and financial stability in the face of changing energy market conditions.

FISCAL IMPACT

There is no fiscal impact associated with the recommended policy changes.

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. Updates to the Energy Risk Policies are not considered a "project" as defined by CEQA and consequently no CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Glenn Hoffman, Electric Resources Planner

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-345
2. REAFFIRM Energy Risk Management Policy
3. REAFFIRM Energy Hedge Policy
4. REDLINE Energy Credit Risk Policy
5. REDLINE Energy Trading Authority Policy

REVIEWERS:

Glenn Hoffman, Electric Department - Financial & Administrative	Created/Initiated - 8/14/2026
Joanna Cucchi, Electric Department - Financial & Administrative	Approved - 8/14/2026
Shawn Matchim, Electric Department - All	Approved - 8/20/2026
Daniel Beans, Electric Department - All	Approved - 8/20/2026
Kelly Aye, City Attorney Department	Approved - 9/3/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
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Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-345

REAFFIRMING THE ENERGY RISK MANAGEMENT POLICY AND ENERGY HEDGE
POLICY, AND ADOPTING THE ENERGY CREDIT RISK POLICY AND ENERGY
TRADING AUTHORITY POLICY

WHEREAS, the City Council adopt a comprehensive set of Energy Risk Management Policies in 2005 to guide the prudent operation of Roseville Electric Utility; and

WHEREAS, the policies are regularly reviewed and updated to reflect changes in market conditions, regulatory requirements and operational needs; and

WHEREAS, no changes have been made to the Energy Risk Management Policy or the Energy Hedge Policy; and

WHEREAS, the City Council has reviewed the proposed updates to the Energy Credit Risk Policy and the Energy Trading Authority Policy.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Energy Risk Management Policy and the Energy Hedge Policy are reaffirmed.

BE IT FURTHER RESOLVED by the City Council of the City of Roseville that the Energy Credit Risk Policy and the Energy Trading Authority Policy are hereby adopted.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Energy Risk Management Policy

5/21/2025

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ENERGY RISK MANAGEMENT POLICY

5/21/2025

1. Policy Overview

The purpose of this document is to formalize the policies of the City of Roseville (City) regarding managing the risks inherent to operating its electric utility. Accordingly, this policy will set forth the City's:

- Risk management objectives,
- Risk governance structure and responsibilities,
- Scope of business activities governed by this policy,
- and the list of associated energy risk management policy guidelines and policy documents.

The City intends that Risk Management will support the advancement of its strategic business plan and will properly manage its business and financial risks through:

- Prudent oversight,
- Appropriate mitigation of risks consistent with the City's risk tolerance, and
- Suitable internal controls and procedures.

Managing the energy risks of the City's business entails the coordination of resources and activities among multiple business units within the City.

2. Risk Management Objectives

The City is committed to providing competitively priced reliable power to its customers. Managing the City's risk is consistent with that mission, and serves the following objectives:

- Maintain risk within desired tolerances for a defined period in the future,
- Participate in the energy markets primarily for hedging purposes, while still allowing the City to take advantage of market opportunities within strict policy limits,
- Mitigate the effect of price volatility to its customers,
- Maintain stable cash flows,
- Enhance the value of the City's assets/resources,
- Leverage opportunities to increase the value of the City to its customers, and
- Effectively communicate the City's activities to manage risk on behalf of its customers and to develop a risk management culture.

3. Risk Governance Structure and Responsibilities

Risk governance will follow a top-down approach whereby the City Council identifies the City's risk management objectives with oversight carried out by the Risk Oversight Committee (ROC). Supporting controls, policies, and procedures will be implemented and aligned throughout the risk governance structure, with distinct roles and responsibilities that result in an enhanced risk control environment. Governance and controls include the organizational structure, policies, and procedures that support the City's business models, risk tolerances, electric utility objectives, and segregate responsibilities appropriately.

Energy Risk Management Policy		
• Umbrella policy that sets Energy Risk Management objectives and culture • Creates expectations of disciplined and controlled processes		
Energy Credit Risk Policy	Energy Trading Authority Policy	Energy Hedge Policy
• Mitigate/avoid credit losses • Standards for granting credit • Credit controls	• Governing body required approvals • Delegation of trading authority • Authorized trading instruments • Required controls	• Energy hedge ranges and timeframes • Hedging parameters for other power related activities: capacity, environmental, congestion, etc.

3.1 City Council – Risk Management Responsibilities and Duties

- Have a basic understanding of utility risk management.
- Through approving the City's energy risk management policies, establish the City's objectives with regard to risk management. Those objectives should be consistent with the Council's risk tolerance, time horizon, and benchmarking goals.
- Approve no less than every two years a resolution affirming or amending the City's utility risk management policies. Amendments should be reflective of changes in the City's electric utility operating environment or changes in Council's goals and objectives for risk management.
- Through the Energy Trading Authority Policy, establish the City Manager's authority limits to conduct market transactions.
- Through the Energy Trading Authority Policy, may authorize an agent to manage portfolio risks in real time, for up to two months, according to the City's risk management objectives.
- Through the Energy Trading Authority Policy, approve participation in specific commodity markets and derivative instruments.
- Through the Energy Credit Risk Policy, establish the process by which counterparty credit limits are set, and how those limits are monitored.
- Through approval of Master Agreements with counterparties, establish credit limits and terms with individual counterparties.
- Through the Energy Hedge Policy, establish requirements for hedging utility risk, and the financial boundaries within which the risk management program must operate.
- Receive regular reports from the Risk Oversight Committee as to the compliance status of the City's risk management policies, and any suggestions for

- improvement in policies or procedures.
- From time to time, direct staff to engage an independent audit (internal and/or external) of risk control processes and procedures.
- Approves any activity not otherwise delegated in this or related policy documents (Part 5).

3.2 Risk Oversight Committee (ROC) – Responsibilities and Duties

The ROC is established by the City Council as a forum for discussion of the City's risk and financial health prior to City Council discussions or approvals. The ROC functions as an additional oversight in the City risk governance, allowing the review and recommendation of items for City Council approval. The ROC is chaired by the City's Chief Financial Officer and membership includes nine voting members:

- i. Two City Council Members
- ii. Two Roseville Public Utilities Commission Members
- iii. The City Manager
- iv. The Assistant City Manager
- v. The Chief Financial Officer
- vi. The City Attorney
- vii. The Electric Utility Director

Other non-voting attendees may attend the ROC.

3.2.1 The responsibilities and duties of the ROC include:

- Oversee the City's energy risk management activities on behalf of the City Council.
- Establish scope and frequency for management reporting to the Council.
- Regularly review reports detailing risk exposure and compliance with risk management policies and procedures from the City's internal risk management group and the Power Management Services Agent (energy management company acting on Roseville's behalf).
- Discuss the City's major financial risk exposures and the steps leadership has taken to monitor and control such exposures.
- Recommend to the Council energy risk management policy changes.
- Review and recommend any new commodity products, locations, or markets.
- Approve management staff to serve as members of an internal Risk Management Committee (RMC).
- Review Risk Management Policy violations referred to it by the RMC or the City Attorney to develop remediation procedures and/or initiate disciplinary action.
- Review compliance violations with NERC, WECC, and other regulatory agencies on a regular basis.

ROC meetings are covered by the Brown Act, and subject to the Brown Act rules.

3.3 City Manager – Risk Management Responsibilities and Duties:

- Recommend management staff to serve as members of an internal Risk Management Committee.

- Has authority to transact within the limits set by the City Council in the City of Roseville Energy Trading Authority Policy.
- Approve proper organization, separation, or consolidation of functional activities.
- Approve the level at which authority to conduct market transactions reside (from City Manager down to transaction execution personnel).
- Assure prudent administrative procedures are established for:
 - trade, transactions, and executions,
 - contract controls,
 - credit controls,
 - trading controls,
 - portfolio risk measurement,
 - settlement controls,
 - regulatory and environmental compliance, and
 - other risk management activities.

3.4 Internal Risk Management Committee (RMC)

– Responsibilities and Duties

The RMC is established by the City Manager as a forum for discussion of the City's risk at the staff level; this includes implementation and monitoring of compliance with the City's risk policies. The RMC executes its risk management responsibilities through a "watch dog" mechanism. While the RMC generally has no authority to act within its structure, it is required to inform appropriate functional authorities (e.g. Electric Utility Director, and/or City Manager) regarding policy and procedure exceptions. Membership shall be comprised of the following individuals:

- i. One delegate from the Finance Department
- ii. One delegate from the City Attorney's office
- iii. The Electric Utility Director
- iv. The Electric Utility Chief Operating Officer
- v. Two Assistant Electric Utility Directors

The Electric Utility Financial Administrator or designee shall participate as a non-voting member of the meetings and serve as RMC Chairperson. Non-voting participants with various segregated risk management responsibilities shall participate in the meetings as determined by the committee members.

3.4.1 The responsibilities of the RMC include:

- Monitor risk management objectives, risk tolerances guidelines, and authority limits employed throughout the electric utility.
- Review reports by the internal risk management function and independent risk management function on the City's compliance with its energy risk management policies.
- Recommend to the City Manager the proper organizational structure, separation or consolidation of functional risk management activities.
- Review proposed risk management strategies for strategic fit, risk exposure monitoring, and reporting and control requirements. The RMC monitors approved strategies for consistency with the City's approved business interests,

risk management objectives, approved risk tolerance guidelines, and compliance with the energy risk management policies.

- Periodically review the City's risk management program (a detailed review at least once every two years) considering changes in business practices, improved processes, the City's philosophy and strategy, or market changes; and recommend changes to ensure continued compliance with its established guidelines.
- Hold formal RMC meetings at least quarterly. Standing agenda items should include, but not be limited to, current market strategy, review of current price exposure position (per the Portfolio Model), review current exposure to transactions, control requirements enhancements, review of counterparty credit exposure, and trading authority violations.
- As necessary, escalate policy violations to the ROC for further review.
- Review the infrastructure supporting risk management and ensure that it meets the requirements for risk oversight and compliance.

3.5 Internal Electric Utility Financial Administrator or designee – Responsibilities and Duties

The Electric Utility Financial Administrator or designee, is organizationally independent of functions whose activities initiate or directly participate in the commercial wholesale energy trading. Functional independence will be achieved by utilizing Agent and City staff deliverables through the RMC, specifically, the deal capture system, independent scheduling and dispatch, and the monthly portfolio plan.

Business units or support functions will be required to provide this function with reports or information required for risk assessment and analysis on a regular or periodic basis. The Electric Utility Financial Administrator or designee may delegate responsibilities below when these delegations maintain organizational independence. The Electric Utility Financial Administrator or designee oversees the Roseville internal risk management functions. The responsibilities of the Electric Utility Financial Administrator or designee include:

- Organize and conduct the RMC and ROC meetings.
- Ensure appropriate individuals are engaged in risk management discussions.
- Review the administration of risk management processes and procedures.
- Review, at least annually, the City's Risk Policies to ensure strategies, trading activity, risk tolerances and proposed changes are aligned.
- Engage the RMC and/or ROC in discussions regarding events or developments that could expose the City to potential losses.
- Develop, recommend, and administer risk management processes and procedures.
- Provide input on tools to assist in risk management.
- Review risk management activities, risk controls, and recommend modifications of controls to meet changing business needs.
- Review adequacy and accuracy of reports and report any deficiencies to the RMC. Recommend actions to address deficiencies.
- Assess risks to the City in aggregate, by business unit, and by material business activities.

- Perform periodic internal audits of risk control processes and procedures to ensure that the City complies with its energy risk management policies.
- Report any violation of the City's risk policies.
- Review and approve changes to the risk management procedures, as appropriate, except those that require higher authority (Ex. City Manager) approval.
- Report to the RMC, at a minimum, but not limited to:
 - Portfolio Model risk measures
 - Policy and procedural violations
 - Credit and contract risk exposures
 - Other key performance indicators that support effective energy risk management.
- Report to the RMC and ROC on the City's compliance with its energy risk management policies and risk management in accordance with the risk policies.
- Review and evaluate proposed activities and transactions to be executed by the City and ensure adequate analysis (risk-reward) has been performed with proper assessment and management of any such risk consistent with risk management objectives and Council approved risk tolerance guidelines, and compliance with risk management policies, including the financial, legal, credit, and operational impact.
- Maintain the City Risk Policies, ensuring the Risk Policies are current to the business and recommend needed changes to the RMC and ROC.

3.6 Power Management Services Agent (Agent) – Roles and Responsibilities

The City may select an Agent to obtain selected energy risk management and transaction execution services (Otherwise these services devolve to the City). The Power Management Services Agent Middle Office reports to the Electric Utility Financial Administrator or designee. In accordance with the agreements between The City and its Agent, its Agent is authorized to and shall:

- Periodically provide the City with a controls audit report from an independent auditor.
- Perform short term load forecasting, dispatch optimization and execute energy transactions on behalf of the City in accordance with established delegations of authority and compliance requirements set forth by the Energy Trading Authority Policy. The Agent's staff responsible for submitting CAISO market transactions have been properly trained in alignment with their delegated authority and responsibilities.
- Administer counterparty contracts and manage credit in compliance with the City of Roseville Energy Credit Risk Policy.
- Provide the City with daily reports on individual transaction details, commodity positions, and counterparty credit positions for transactions executed by the Agent.
- Provide the City with periodic risk profile reports addressing the City's energy risk and compliance with its Energy Hedge Policy. Recommend hedging strategies within time horizons specified by the City for assessment.
- Capture the City's transactions in its risk management systems.
- Monitor compliance of transactions with the City of Roseville Energy Trading

- Authority policy.
- Confirm transactions with the City's counterparties.
- Mark to Market forward trades for credit exposure purposes.
- Provide information to the City for the purpose of billing settlements and development of mid to long term hedging strategies.
- Prepare a monthly report to the City's Electric Utility Financial Administrator or designee detailing compliance with the City's Risk Policies, suitable for delivery to the RMC and ROC.
- Prepare a monthly policy violations report for the City's Electric Utility Financial Administrator or designee and City Attorney.

4. Scope of Business Activities Governed by this Policy

This policy is designed to be broad enough in scope to cover all risks inherent in operating a City owned electric utility. Much of the focus is on power supply cost and retail revenue risk; however, that focus is not to the exclusion of other risks that may materially affect City operations and its ability to provide competitively priced reliable power to its customers.

Roseville is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for Roseville as noted in section 4.1 below.

4.1 Energy Risk Categories and Mitigations:

- i. *Commodity Price Risk*: Roseville is exposed to risks from volatile natural gas, power market, and environmental prices. These risks are mitigated by owned assets and utilizing, fixed price energy and natural gas procurement requirements in the Energy Hedge Policy, future resource acquisition, and the trading controls put in place by the Trading Authority Policy.
- ii. *Volumetric Risk*: This is the risk of mismatch between load (demand) and resources (supply). This risk is especially important for load serving entities, like Roseville, and can result in either insufficient supply or exposure to volatile spot market prices. The price risk is mitigated by the Energy Hedge Policy which does not allow the City to be greatly over - or undersupplied. The risk of insufficient supply is also mitigated by capacity procurement practices which build in a reserve margin for extreme conditions.
- iii. *Operational Risk*: This is the risk of loss from inadequate or failed internal processes, equipment, people, and systems. These risks are mitigated through the development of risk management policies and procedures, prudent oversight, separation of duties, and sufficient internal controls and procedures.
- iv. *Counterparty Risk*: Counterparties sometimes fail to perform as contracts state due to defaults and bankruptcies. This risk is mitigated by credit management practices in the Credit Risk Policy.
- v. *Regulatory and Environmental Risk*: Changes in regulatory or legislative mandates may require the City to take actions that increase costs. Examples include the Renewable Portfolio Standard (RPS) and Greenhouse Gas (GHG) programs. RPS and GHG risks are addressed by Roseville's GHG Cap and Trade

Program, and the RPS Procurement Plan and Enforcement Plan. Other regulatory risks are addressed in a similar fashion as they arise.

- vi. *Delivery Risk*: The potential for disruptions or failures in the physical delivery of energy resources, such as electricity, natural gas, or oil, to the intended destination.

5. Related Policies

- i. Supporting policies and procedures are required as outlined below:

Energy Credit Risk Policy
Energy Trading Authority Policy
Energy Hedge Policy
Resolution 17-368 retaining APM for power management services
Resolution 16-161 declaring APM as agent for the purposes of risk policies

6. Version History

Version	Date	Change Tracking
0	11/06/2024	Initial version
1	05/21/2025	Updates – Resolution No. 25-149

Energy Hedge Policy

5/21/2025

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ENERGY HEDGE POLICY

5/21/2025

1. Policy Overview

The City of Roseville (“City”) Hedge Policy outlines the energy hedging policy (natural gas and electricity) that will guide disciplined hedging of forward energy resources. The hedge policy is designed to reduce volumetric energy rate volatility and to maintain rates within reasonable tolerances. The primary purpose of this policy is to identify specific guidelines and criteria for procuring projected energy needs. These procurement criteria are defined for months, quarters, and calendar years as appropriate in the different parts of the policy.

The policy largely employs a price averaging strategy of declining percentage of energy supply positions held over forward time periods. This strategy protects the City from potential adverse impacts that could result from either significant energy price increases or decreases. The strategy also maintains some elements of procurement to remain flexible. For example, during times of extremely attractive market conditions presenting favorable opportunities for procurement, this policy allows for increasing the amount of forward energy hedged above the stated ranges with the concurrence of the City’s Risk Oversight Committee (ROC). A key component of the policy is a monthly report for the Risk Management Committee and a quarterly report to the City Council and ROC, which is outlined herein.

2. Hedging Policy Criteria

2.1 Rolling Monthly Hedge Ranges

One criterion of this policy is to have energy procured within defined volumetric ranges during the following rolling monthly and quarterly timeframes. These ranges identify the percentage of City’s projected total energy needs that will be procured with fixed price energy over a given period and tenure. For use within this policy, energy needs are considered hedged or procured to the extent that the projected need is met by:

- i. Authorized Transactions, as defined in the Roseville Energy Trading Authority Policy

or

Other transactions as Authorized by the City Council, using the process outlined in the Energy Trading Authority Policy. Options with out of the money strike prices may be used to hedge forward volumes, provided they do not account for more than 15% of the projected energy needs in any given month, and they are not more than 50% out of the money at the time of the transaction.

2.2 The City will hedge projected energy needs based on the following criteria:

Lead Time	Months 1 to 12	Quarters 5 to 8	Quarters 9 to 12
Hedging Frequency	Monthly	Quarterly	Quarterly
Range (%)	90-110%	70-100%	45-80%

- i. Lead Time: This is the amount of time from the current period (including the current period). It may be defined in months or quarters.
- ii. Hedging Frequency: This is the frequency that the hedging period changes. This is to prevent a situation where Month 36 (the last month of Quarter 12) would have to be hedged at a time when monthly purchases are very illiquid. It also defines the purchases of hedges, indicating that a one-month hedge could be purchased for each month between Month 1 and Month 12, whereas a whole quarter hedge would be purchased for a period starting Quarter 5. In case of a conflict, monthly frequency has precedence over quarterly.
- iii. Range: This is the lower and upper bounds of overall energy needs that will be required to be covered with fixed price energy, and/or up to 15% with call options. If the percentage of overall energy compared to the forecasted 1 in 2 load by the Finance Division for the total lead time is within the bounds, then Roseville is in compliance.
- iv. Remediation Period: If non-compliant, the City has 45 days from the date of the violation notice to get back in compliance with the hedging policy.

Deviations that exceed the range will require approval of the ROC and/or City Council, and will be part of the regular reporting to the City Council.

Because the models being used to determine official compliance with this policy are being run by an external entity, the City's first warning of being out of compliance with this policy may occur when a report is delivered showing it is out of compliance. As such, the City will have 45 days to remedy the out of compliance situation before it is deemed a violation.

2.3 Hedge Timing and Volumetric Minimums

In meeting the overall volumetric criteria, the City will have the following minimum percentages of energy hedged no later than the lead time as identified below:

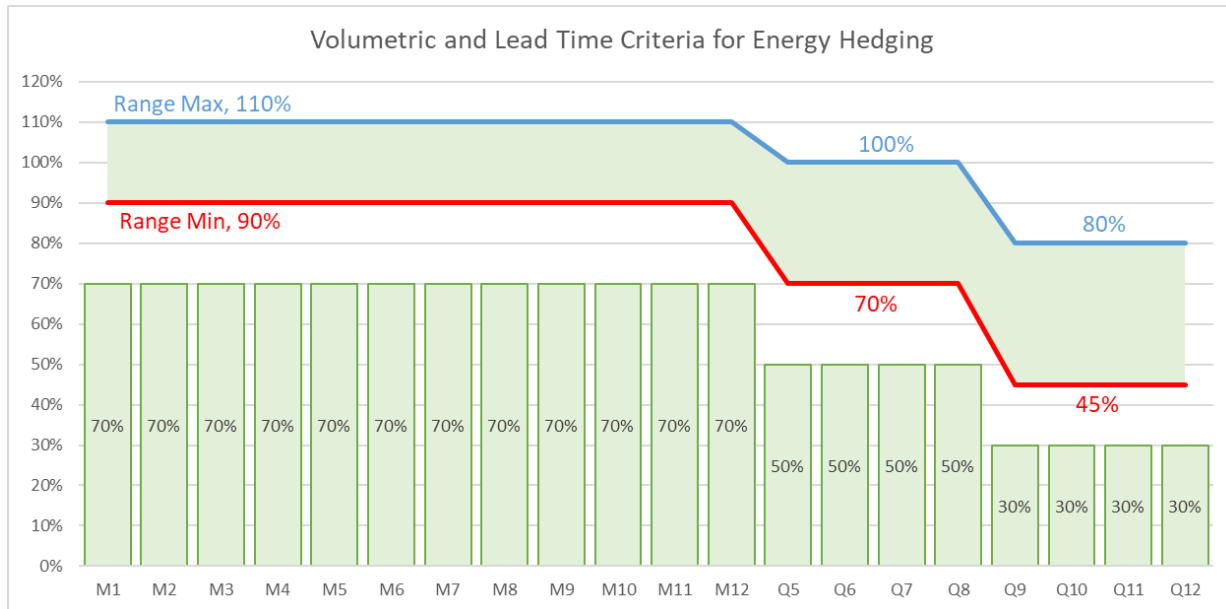
Time Frame	Months	Quarters	
Lead time	1-12	5-8	9-12
Minimum (%)	70%	50%	30%

For example, on January 1, 2025, the City will have a minimum of 70% of its projected energy needs for each of the following 12 months, January 2025 through December 2025 procured. For Quarter 5, including January, February, and March 2026, a minimum of 50% of the total projected energy shall be procured, whereas minimum thresholds for individual months are not required. This minimum amount can be hedged well before that date based on the ranges in the prior section. As with the Volumetric Lead Time Criteria, a time frame in months takes precedence over a time in quarters.

The City will maintain hedges at the minimum volumetric level for the specified lead times. Any deviation from the monthly minimum volume for the specified lead time will

require ROC and/or City Council approval and will be reported to the City Council. It would still be considered compliant if one month in Month 1 through Month 12 was between 70% and 90%, on condition that the average of Month 1 through Month 12 was between 90% and 110%.

The following chart illustrates the volumetric and lead time criteria for energy hedging.



3. Natural Gas Hedging

Natural gas hedging will be a complementary hedging activity for the City's natural gas fired generation (owned or contracted) or if it enters a transaction that uses a natural gas index price to derive its electricity cost, such as a heat rate product. Such gas related generation or purchase transactions would not be considered energy hedges until the projected gas volumes are procured. The monthly hedge criteria are measured based on total energy exposure for native load (total projected electricity needed for native load minus energy already hedged). This is the criteria required to be considered fixed price energy. There are five mechanisms for hedging gas price risk:

- i. Call options.
- ii. Bilateral financial hedging using ISDA Master Agreements.
- iii. Fixed price physical gas procurement using ISDA Agreements.
- iv. Futures contracts based on fixed prices (i.e. NYMEX or ICE).
- v. Pre-pay gas contracts that act as a daily hedge.

To allow flexibility in overall energy hedging decisions (e.g. economically hedging additional needs via gas contracts versus power purchases), specific sub-targets for natural gas hedging are not set within this policy.

4. Risk Measurement and Compliance Reporting

Risk measurement and policy compliance within the volumetric and lead time criteria will be demonstrated on a regular basis in the Power Management Service Agent's ("Agent's") monthly portfolio model risk report. This report will generally cover three years of projections with seven-year runs performed at least once per year or when market conditions indicate the potential to cost-effectively hedge beyond three years out.

5. Responsibility

It shall be the responsibility of the City Council, ROC, City Manager, and Risk Management Committee to assure compliance with this policy. Implementation of this policy shall be in accordance with the Related Policies, as referenced below.

6. Related Policies

- i. Supporting policies and procedures are required as outlined below:

Energy Credit Risk Policy
Energy Risk Management Policy
Energy Trading Authority Policy
Resolution 17-368 retaining APM for power management services
Resolution 16-161 declaring APM as agent for the purposes of risk policies

7. Version History

Version	Date	Change Tracking
0	11/06/2024	Initial version
1	05/21/2025	Updates – Resolution No. 25-149

Energy Credit Risk Policy

~~59/2116/2025~~

~~2026~~

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ENERGY CREDIT RISK POLICY

59/2416/20252026

1. Policy Overview

Managing credit exposure is an important component in overall risk management. Credit risk is defined as the potential loss the City of Roseville ("City") could incur as a result of non-payment or non-performance by a counterparty. The amount of credit risk in a trading portfolio can be measured, monitored and mitigated in order to maintain the level of credit risk authorized by the City. Forms of credit risk are:

- **Payment Risk** which is the cost exposure to the value of accounts receivable and accrued receivables (delivered but not invoiced).
- **Performance (mark to market) Risk** which is the cost exposure of replacing the contractual obligations of open contracts in the relevant marketplace.

As part of risk management, credit risk management is a control and oversight activity. It must remain independent from the trading activity but work closely with the business to ensure that credit policies are implemented and maintained.

The objective of credit risk management is to preserve the capital and liquidity of the City by establishing procedures that define the determinants for granting open lines of credit and managing counterparty credit exposure. The intent of this policy is to reduce counterparty default risk to its lowest acceptable level.

2. Extension of Credit to Counterparties

The credit analysis of each counterparty is to be performed by the Credit Department of the Power Management Services Agent ("Agent") and submitted with recommendations regarding credit limits to the Electric Utility Financial Administrator or designee for approval. The point of contact for the City is the Electric Utility Financial Administrator or designee.

The City will manage its counterparty credit risk primarily through diversification, execution with qualified counterparties, the use of standardized trading contracts (EEI, WSPP, NAESB, ISDA), credit and collateral agreements and strict adherence to credit limits. The City will attempt to diversify its portfolio by entering into transactions with numerous counterparties. The Agent will maintain an approved counterparty list.

In negotiating agreements and ongoing contractual terms with counterparties, the Agent as well as the City shall strive to include prudent industry practice credit provisions.

These shall include, but are not limited to, explicit netting agreements and provisions granting the Agent the right to call for and receive collateral in the event the counterparty exceeds its approved collateral threshold or suffers a material adverse credit event.

The creditworthiness of each counterparty must be determined through a fundamental analysis of the counterparty's financial and operational condition.

The credit analysis incorporates two basic components, a business profile (qualitative analysis) and a financial profile (quantitative analysis). A credit limit and a term limit are established as a result of this due diligence process.

3. Credit Analysis – Determination of the Unsecured Credit Limit

Counterparties may qualify for the extension of an unsecured credit limit from the City by providing audited financial statements that indicate sufficient financial strength to allow for the extension of an unsecured credit limit and at least one of the following:

- i. An issuer rating or a long term unsecured debt rating of at least BB- from Standard & Poor's or Ba3 from Moody's for transactions up to one week forward.
- ii. An issuer rating or a long term unsecured debt rating of at least BBB- from Standard & Poor's or Baa3 from Moody's for transactions beyond one week forward.
- iii. In the event that the counterparty does not have a debt rating, the Agent may use their Proprietary Credit Scoring Model to determine an internal rating. An internal rating of at least BB- is required for transactions up to one week forward. An internal rating of at least BBB- is required for transactions beyond one week forward.
- iv. At any time, and regardless of credit ratings, the City Council may authorize transactions with counterparties determined to be beneficial to the City.

Trade and banking references that indicate the company has sufficient history and adequate credit facilities to allow for the issuance of an unsecured credit limit.

The Agent will use the unsecured ratings of Standard & Poor's or Moody's when available. For unrated counterparties two internal credit scoring models should be utilized.

- One credit scoring model is designed for public counterparties. This includes generation and transmission cooperatives, distribution cooperatives, municipalities, government agencies, public power agencies, and other not-for-profit counterparties.
- The second credit scoring model is used for assigning a rating to non-public counterparties or for-profit counterparties.

The purpose of two separate credit scoring models is to provide recognition of two distinct

business models and the drivers that meaningfully distinguish and measure the financial and credit risks of each.

Once a counterparty has been determined to be creditworthy, an unsecured credit limit may be recommended by the Agent's credit risk management department up to 5% of tangible net worth, or, in the case of governmental agencies or non-profit wholesale power suppliers, up to 10% of their average free cash flow for the prior two years. In order to help the City make its unsecured credit limit decision, the Agent will provide both the unsecured credit limit recommendation, and an Unconstrained Estimate of Creditworthiness (UEW) (5% of tangible net worth or, if requested by the City, 10% of average free cash flow) when the recommendation is made.

4. Approval Authority

The City has the discretion to set a counterparty's unsecured credit limit based on the following guidelines. The maximum unsecured credit limit is limited by two factors:

- The lesser of the counterparty's S&P and Moody's ratings, or if unrated, their score under the Agent's proprietary credit scoring model, used to define a fixed maximum unsecured credit limit.
- This same criterion is used to define a percentage of their UEW:

The table below defines how the unsecured credit limit may be set.

Credit Strength			Maximum Unsecured Credit Limit	
Rated		Unrated	(Lesser of the Two Limits,	
Lesser of Both Ratings			Minimum of \$0)	
S&P	Moody's	Agent Internal Rating	Fixed Value	% of UEW
>= A-	>= A3	>= A-	\$25,000,000	65%
BBB+	Baa1	BBB+	\$15,000,000	50%
BBB	Baa2	BBB	\$10,000,000	50%
BBB-	Baa3	BBB-	\$2,500,000	35%
<BBB-	<Baa3	<BBB-	\$0	35%

Levels of authorization at City's discretion:

- City's Electric Utility Financial Administrator or designee:** Up to \$10,000,000.
- City's Electric Utility Director:** Approve up to the amount in the above table.
- City Council:** Amounts exceeding the above table.

The City Council may approve collateral threshold tables within master agreements in excess of the amounts in the above table. This action establishes a maximum unsecured credit limit for the counterparty based on their credit rating.

Once an unsecured credit limit has been established by either the City's Electric Utility Director or the City Council, the City's Electric Utility Financial Administrator or designee may issue a working credit limit at any level up to the amount established.

5. Credit Trading Restriction Approval Authority

The City's Assistant Electric Utility Director of Finance and Customer Care will have the authority to approve Credit Trading Restrictions. The City's approvals will take into consideration Credit Trading Restriction recommendations provided by the Agent's Credit Department. The Electric Utility Director designee or Assistant Electric Utility Director of Finance and Customer Care will have the authority to make such approved changes to the counterparty Credit Trading Restrictions via the Agent's Credit Portal. The Agent's recommended trading restrictions will be distributed and posted to the Credit Portal.

6. 6- Credit Enhancements

Counterparties that do not qualify for an extension of an unsecured credit limit must post at least one of the following types of security prior to the execution of a transaction:

- 6.1 Corporate Guarantee:** Counterparties may provide a guarantee from a third party that meets the creditworthiness requirements noted above. If a counterparty provides such a guarantee, the amount of any unsecured credit limit will be determined through an analysis of the financial statements of the guarantor. All guarantees must be in a format that is acceptable to the City.
- 6.2 Letter of Credit:** Counterparties may provide an irrevocable letter of credit for an amount sufficient to cover the related transactions. Letters of credit must be issued by a U.S. bank or a financial institution or a U.S. branch of a foreign bank with a rating of at least an A from Standard & Poor's or A2 from Moody's.
- 6.3 Prepayment (margin):** Counterparties may provide a prepayment or cash margin deposit that is sufficient to cover the related transactions.

7.-Counterparty Credit

Establishing limits and monitoring credit information should be done separately from energy transaction activities to ensure appropriate segregation of duties within the City.

7.1 Credit Limit: Defined as the sum of:

- i. The approved amount of the unsecured credit limit.
- ii. The value of any approved guarantees held, providing additional security or assurance beyond the unsecured limit.
- iii. The value of any letter of credit or cash collateral held.
- iv. The approved value of any other type of collateral.

7.2 Available Credit: The dollar amount remaining open on the working credit limit approved for a counterparty.

7.27.3 Exposure: The total amount of a counterparty's credit exposure defined as the sum of:

- i. The dollar value of all amounts invoiced and unpaid.
- ii. The dollar amount of all deliveries that have not yet been invoiced.
- iii. The marked to market value of all forward trades.
- iv. Less all offsetting amounts that are supported by legally binding netting agreements or Edison Electric Institute (EEI) agreements.

7.4 Renewable Energy Credit (REC) Transactions

This section clarifies how the existing credit risk framework applies to Renewable Energy Credit ("REC") transactions. REC transactions shall be evaluated based on counterparty creditworthiness, contract tenor, pricing structure, settlement structure, and resulting credit exposure. Credit exposure may include invoiced and unpaid amounts, uninvoiced deliveries, and mark-to-market or replacement-cost exposure associated with forward obligations, net of enforceable netting rights.

REC transactions may only be executed with counterparties that have satisfied applicable credit review, counterparty approval, credit limit, and, if applicable, credit support requirements under this Policy. Credit exposure shall be managed through approved credit limits, credit restrictions, contractual protections, settlement/payment terms, collateral or other credit enhancements where appropriate, and ongoing monitoring.

If sufficient financial information is not available to support an unsecured credit determination, the counterparty may be assigned a zero-dollar unsecured credit limit. REC transactions with such counterparties may proceed only if supported by acceptable credit enhancements, delivery-before-payment terms, secured structures, or other contractual protections

approved under this Policy, including City Council approval where required. Any such determination shall be documented in the applicable credit file.

Shorter-term REC transactions may generally be managed through approved working credit limits and standard contractual protections when expected exposure is limited and adequately supported. Longer-term REC transactions, or transactions with greater forward or replacement-cost exposure, may require additional credit review, collateral, guarantees, letters of credit, prepayment, or other commercially reasonable credit support based on tenor, exposure, pricing structure, market conditions, liquidity, and counterparty creditworthiness.

Any transaction-specific credit determinations, including interim working limits, secured structures, credit enhancement alternatives, or exceptions to standard requirements, shall be documented in accordance with the Credit File Documentation, Credit Controls, and Trading Restrictions requirements of this Policy.

8. Counterparty Credit Reviews

New counterparties are to be evaluated for creditworthiness by the Agent's credit risk management department prior to any transactions. Unsecured credit limits up to \$10,000,000 may be recommended by the Executive Director of Credit (or similar position title) of the Agent.

Existing counterparties are to be formally reviewed and documented by the Agent's credit risk management department on a yearly basis at a minimum. More frequent reviews may be necessary, at the discretion of the Agent's credit risk management department or at the request of the City.

Counterparties sharing a common parent or affiliation will be assigned to a group. A credit limit will be assigned to the group with individual credit limits being assigned to each counterparty within the group. The aggregate credit limit of these counterparties will not exceed the established group limit.

9. Credit File Documentation and Retention

Credit analysis, approvals and denials must be documented in writing and all counterparty information shall be contained in formal credit files that are maintained at the offices of the Agent. These credit files are expected to contain audited financial statements and a credit review analysis report with a credit limit recommendation signed by the Executive Director of Credit (or similar position title) of the Agent. These files should also contain as much of the following as possible:

- At least the two most recent years of audited financial statement information, if the counterparty does not have publicly available financial information. (i.e. counterparties that do not file with the SEC).
- Rating information as published by Standard & Poor's or Moody's.

- General industry information, if applicable.

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10. Credit Controls and Trading Restrictions

An approved list of trading counterparties noting working credit limits, available credit, and tenor restrictions is distributed each business day to all traders either via e-mail or through the Agent's website. Under no circumstances should a trade be executed with a counterparty that does not appear on the approved list of trading counterparties. No credit sleeving transactions shall be executed.

The Executive Director of Credit (or similar position title) of the Agent is to provide general oversight over the credit function, reporting any credit issues to the Electric Utility Financial Administrator or designee who will ensure dissemination to the Risk Management Committee and the Risk Oversight Committee of the City.

Entering unsecured transactions with a counterparty that will cause the total credit exposure to that counterparty to exceed the available credit will be allowed only if new working credit limits are set in writing. No new transactions are to be entered into with counterparties that have exceeded their working credit limits except as they may mitigate (offset) existing exposure, contingent upon a netting agreement. Any new unsecured, unauthorized transactions entered into with a counterparty that has credit exposure in excess of its assigned working credit limit will subject the trader to disciplinary action.

All violations of this policy will be reported to the Risk Management Committee of the Agent. The Agent will also report such violations to the City Attorney and the City's Electric Utility Financial Administrator or designee, who will be responsible for dissemination to the City's Risk Management Committee in a timely manner. If warranted, the City's Risk Management Committee could escalate the issue to the City's Risk Oversight Committee to develop remediation procedures and/or initiate disciplinary action.

11. Receivables/Payables Management

Unless otherwise instructed by the City, the Agent will consider all receivables/payables to be settled on the payment due date of the executed transaction.

As is generally accepted accounting practice, if necessary, a reserve will be established to allow for potential bad debts. This reserve will be determined jointly by the Executive Director of Credit (or similar position title) at Agent and the Finance Director of the City.

12. Collateral Management

The Agent is authorized to give credit information on the City to counterparties to establish credit approvals. The Agent will coordinate with the Finance Department of the City regarding the issuance or receipt of collateral to support a transaction. Any collateral that is received by the Agent for the City will be held by the City.

13. Related Policies

- i. Supporting policies and procedures are required as outlined below:

Energy Risk Management Policy
Energy Trading Authority Policy
Energy Hedge Policy
Resolution 17-368 retaining APM for power management services
Resolution 16-161 declaring APM as agent for the purposes of risk policies

14. ~~14.~~ Amendments to the Credit Risk Policy of the City

From time to time, it may be necessary to make changes to the Electric Energy Credit Risk Policy of the City. Amendments to this policy will be made by City Council action.

15. ~~15.~~ Version History

Version	Date	Change Tracking
0	11/06/2024	Initial version
1	05/21/2025	Updates – Resolution No. 25-149
<u>1.1</u>	<u>09/16/2026</u>	<u>Added REC transaction clarification to Section 7.4</u>

Energy Trading Authority Policy

59/2116/2025
2026

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ENERGY TRADING AUTHORITY POLICY

59/2116/20252026

1. Policy Overview

The Energy Trading Authority Policy ("Policy") is the framework containing the governing rules and requirements associated with the City's energy related transactions. The Policy also specifies the list of authorities or powers granted by the City Council of the City of Roseville ("City") to the City Manager and key personnel that can execute energy related transactions.

1.1 The Energy Trading Authority Policy includes directives that address the following:

- i. The City's intention regarding hedging and speculating.
- ii. Who has authority to execute transactions.
- iii. The commodities and products that can be transacted.
- iv. The authorized lead-time and term for each transaction.
- v. Counterparty contract and credit requirements.
- vi. Other relevant factors associated with due diligence in authorizing transactions to be executed.

2. Execution Authority

The City Council granted the City Manager the ability to delegate his/her authority to the Electric Utility Director and Power Management Services Agent ("Agent") at his/her discretion. The City Manager may also choose to amend the extent of authority granted to the Electric Utility Director and Agent at their discretion if it does not surpass the limit of their authority.

The Transaction Authority Matrix outlines the Execution Authority Limits and defines the trading limits applicable to purchases and sales for each authority level in sections 7.1, 7.2, and 7.3.

All transactions must be executed via a recorded communication method. Recorded communications must be maintained and controlled by personnel who are independent of the trading function. Any request by the City for the Agent to execute on its behalf a transaction beyond the Agent's authority must be documented in accordance with this Policy.

3. Requirements

3.1 Credit Requirements

- i. Roseville Electric Utility shall not intentionally exceed the credit limit associated with each counterparty. Entering unsecured transactions with a counterparty that has total credit exposure greater than or equal to its open line of credit, and the total of any security currently provided will be managed according to the City of Roseville's Energy Credit Risk Policy.

a. Since credit exposure is a function of not only the positions traded, but also a function of market pricing and volatility, credit exposure to

a counterparty may unintentionally exceed a credit limit purely due to changes in the forward market.

b. All Renewable Energy Credit ("REC") transactions, including multi-year REC agreements, remain subject to the City of Roseville's Energy Credit Risk Policy, including requirements related to approved counterparty status, credit limits, pricing structure, forward exposure, mark-to-market or replacement-cost exposure, and the use of credit enhancements when unsecured credit is unavailable or additional credit support is required.

3.2 Contract Requirements

- i. Transactions with counterparties shall only be permitted if the City has an active, valid, and executed agreement enabling such trading activity with that counterparty.
- ii. Long form confirmations may be used as a valid agreement in lieu of a permanent agreement, when necessary, if approved by the Roseville City Council.

4. Non-Permissible Transactions

4.1 Sleeving

- i. No sleeving transactions for credit or contract purposes shall be executed. Note: Credit Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of power. Contract sleeving is an arrangement where an entity acts as a middleman between two entities to bridge a contract gap that exists between the two entities.

4.2 Speculative

- i. The primary purpose of trading activities shall be for hedging and portfolio optimization (including participation in arbitrage opportunities). However, the Energy Hedge Policy does allow the City to take advantage of market opportunities through transactions that could in the strictest sense be labeled speculation if those transactions expose the City to additional risk. The Energy Hedge Policy defines what is permissible in this regard.

5. Standard Transactions

Types of transactions that are executed by Roseville or its Agent must be consistent with City Council resolutions, all applicable laws, and rules and regulations. These may include, but not limited to the following:

5.1 Enabling and Master Agreements

5.2 Purchase and Sales of Energy Products such as:

5.2.1 *Electric Power, Capacity, including Transmission (Financial and Physical Contracts)*

- i. Purchase energy or capacity to serve load above what is expected to be generated or purchased from existing resources, or if energy or capacity purchases are more economical than existing resources.
- ii. Sell existing capacity or energy that is expected to be in excess of the City's requirements.
- iii. Execute financial transactions, including CAISO virtual transactions, to fix the price of variable commodity purchases or sales.
- iv. Purchase from the CAISO markets to meet the City's load requirements or sell into the CAISO markets energy in excess of the City's load requirements.
- v. Purchase call options to limit price exposure on short power positions.
- vi. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- vii. Purchase a "floor" to limit price exposure on long power positions.
- viii. Sell a "floor" to offset a portion of the price of the purchase of a call.
- ix. Execute physical spread transactions at authorized locations.
- x. Transmission purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.

Notes:

- Physical Contracts are contracts that require sellers to produce and deliver the commodity to the buyers. Financial Contracts do not involve a direct physical delivery of a commodity; instead, they use cash settlements, the buyer either gains or loses credit against the seller based on the difference between the agreed "entry" price and the "final" settlement price.

5.2.2 *Natural Gas including Transportation (Financial and Physical Contracts)*

- i. Purchase natural gas and transportation that is expected to be needed to fuel the Roseville facilities. Enter into imbalance and storage agreements if deemed beneficial to fuel Roseville facilities.
- ii. Sell surplus gas, or release transportation capacity, if more economic energy is available for purchase.
- iii. Purchase call options to limit price exposure on short natural gas positions.

- iv. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- v. Purchase a "floor" to limit price exposure on long natural positions.
- vi. Sell a "floor" to offset a portion of the price of the purchase of call options listed in item (5) above.
- vii. Transportation purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.

5.2.3 Environmental Compliance Instruments

- i. Purchase environmental compliance instruments, including but not limited to Low Carbon Fuel Standard (LCFS) credits, Greenhouse Gas (GHG) allowances, GHG offsets, and Federal Sulfur Dioxide (SO₂) and Nitrogen Oxide (NO_x) emission allowances expected to be necessary to optimize the operation of the City's resource portfolio.
- ii. Sell environmental compliance instruments, including but not limited to Carbon Free Attributes, LCFS credits, GHG allowances, GHG offsets, and Federal SO₂ and NO_x Emission Allowances deemed unnecessary for efficient operation of the City's resource portfolio.

5.2.4 Renewable Energy Credits (RECs)

- i. Purchase or sell RECs as required to meet compliance requirements.

5.2.5 Congestion Revenue Rights

- i. Execute Congestion Revenue Rights (CRR) to manage congestion price risk.

5.2.6 Ancillary Services

- i. Purchase bilateral ancillary services to meet the City's load requirements or sell bilateral ancillary services in excess of the City's load requirements.
- ii. Purchase CAISO ancillary services (spinning reserves, non-spinning reserves, regulation up, and regulation down) to meet the City's load requirements or sell CAISO ancillary services in excess of the City's load requirements.

5.2.7 Movement of Energy To and From

- i. CAISO (NP15 and SP15), BANC (Balancing Area of Northern California), Mid-Columbia, John Day, Big Eddy and COB.
 - a. Execute physical spread transactions at authorized locations.
 - b. For financial electricity transactions, authorized locations include CAISO NP15 EZ Gen Hub, CAISO SP15 EZ Gen Hub, BANC, Mid-

Columbia, John Day, Big Eddy, and COB. These same locations are authorized for physical electricity transactions to the extent delivery can be reasonably expected.

- c. Additional physical and financial locations include owned-generation locations within the CAISO, and CAISO interties for import and export transactions.

5.2.8 Movement of Natural Gas To and From

- i. PG&E CityGate, Malin, Topock, Henry Hub, and the SoCal Border.
 - a. Execute physical spread transactions at authorized locations.
 - b. For physical and financial natural gas transactions, authorized locations include PG&E CityGate, Malin, Topock and the SoCal Border.
 - c. Henry Hub is authorized for financial natural gas hedging, as well as Henry Hub to the PG&E CityGate Basis.

5.2.9 Energy Exchange:

An energy exchange transaction is defined as any transaction in which similar quantities of energy are exchanged across locations or commodities to lower cost, reduce risk, or to increase reliability.

6. Non-Standard Transactions

City staff may enter non-standard transactions with City Council's approval. Non-standard transactions fall outside the scope of the defined "standard" transactions; these may include new opportunities that involve the following:

- i. New commodities
- ii. Locations outside of defined trading boundaries
- iii. Pilot programs

6.1 The approval process for non-standard transactions are defined by the following:

- i. Transaction Proposal:

The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, trading controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.

- ii. City Council Review:

The Risk Oversight Committee ("ROC") will perform a review on behalf of, and make a recommendation to, the City Council on the benefits and risks of the proposed transaction. The City Council will assess the proposed transaction and decide whether to add the proposed transaction to the approved list.

7. *Aggregated Dollar Authority Limits*

The aggregated dollar authority limit specifies the corresponding maximum dollars each authority level is allowed to authorize for forward transactions for electric power, transmission, natural gas, natural gas transportation, environmental compliance instruments, RECs and Energy Attributes, congested revenue rights, ancillary services, and energy exchanges. See Authority Matrix for details.

7.1 Authority Matrix:

Title	Source of Authority	Products							Term	Delivery Lead Time	Termination Limits	Aggregate Dollar Authority Limit	
		Power & Transmission	Nat. Gas & Transportation	Environmental Compliance Instruments (e.g., LCFS, GHG Credits)	RECs and Energy Attributes	Congestion Revenue Rights	Ancillary Services	Energy Exchanges				Net	Gross
City Council	State Law, City Charter	X	X	X	X	X	X	X	No Limit	No Limit	No Limit	No Limit	No Limit
City Manager	City Council	X	X	X	X	X	X	X	≤ 6 Years	≤ 6 Years	≤ 6 Years	\$500,000,000	\$700,000,000
Utility Director	City Council			X				X	≤ 3 Month	≤ 6 Months	≤ 1 Year	\$5,000,000	\$7,000,000
Agent's CEO	City Council	X	X			X	X	X	≤ 1 Month	≤ 6 Weeks	≤ 2 Months	\$23,000,000	\$31,000,000

i. Authority Matrix Explanations:

- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Delivery Lead Time represents the time period from the date a trade is executed to the start of the trade.
- Unless otherwise stated, the dollar limits are based upon electric power only and do not include transmission, however, the Term, Lead Time, and Quantity limits do apply to transmission.
- Termination Limit refers to the last day of the term from the execution day of the contract.
- Power and Natural Gas products typically include transmission and transportation respectively.

7.2 Authority Matrix for Agent's Short-Term Traders:

Product	Source of Authority	Per Transaction Limits					Per Trading Day Limits (Up to)		Aggregated Limits (Up to)		
		Term	Delivery Lead Time	Termination Limits	Volume Size	Total Cost (\$)	Volume Size	Total Cost (\$)	Total Volume	Net Total (\$)	Gross Total (\$)
Power and Transmission	City Council (Can be Modified by City Manager)	> 1 Week ≤ 1 Month	≤ 6 Weeks	≤ 2 Months	8,400 MWh per Week	\$1,050,000 per Week	111,600 MWh	\$14,000,000	446,400 MWh	\$17,000,000	\$21,000,000
		> 1 Day ≤ 1 Week			2,400 MWh per Day	\$600,000 per Day	33,600 MWh	\$8,400,000			
		≤ 1 Day			4,800 MWh per Day	No Max. (Keep Lights On)	No Max. (Keep Lights On)	No Max. (Keep Lights On)			
Natural Gas and Transportation		≤ 1 Month	≤ 6 Weeks	≤ 2 Months	12,000 MMBTU/D	X	775,000 MMBTU	\$6,200,000	775,000 MMBTU	\$6,200,000	\$9,300,000
		> 1 Day ≤ 1 Week			40,000 MMBTU/D	X	280,000 MMBTU	\$4,200,000	400,000 MMBTU	\$4,000,000	\$6,000,000
		≤ 1 Day			≤ 1 Week	≤ 2 Weeks	50,000 MMBTU/D	X	150,000 MMBTU	\$3,000,000	150,000 MMBTU

i. **Authority Matrix for Agent's Short-Term Traders Matrix Explanations:**

a. Power and Transmission Transactions:

- Transaction Limits represent the MWh volume per period labeled in the table and total dollars per period (as labeled above) for each transaction executed.
- Per Trading Day Limits represent the total MWH volume and dollars for all transactions executed in a trading day.
- The transaction term limit for the Agent of ≤ 1 Day covers individual daily transactions as well as executed transactions for more than one day to accommodate weekends or holidays, which could have terms up to 3 days for a normal weekend and up to 5 days for a holiday weekend.
- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Delivery Lead Time represents the time period from the date execution to the first day of the term of the trade.
- Unless otherwise stated, the dollar limits are based upon electric power only and do not include transmission, however, the Term, Lead Time, and Quantity limits do apply to transmission.
- Termination Limit refers to the time period between the date of execution and the last day of the term of the trade.

b. Natural Gas and Transportation Transactions:

- Transaction Limits represent the daily MMBtu volume for each transaction executed.
- Per Trading Day Limits represent the total MMBtu volume and dollars for all transactions executed in a trading day.
- The transaction term limit for the Agent of ≤ 1 Day covers individual daily transactions as well as executed transactions for more than one day to accommodate weekends or holidays, which could have terms up to 3 days for a normal weekend and up to 5 days for a holiday weekend.
- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Lead time represents the time period from the date a trade is executed to the start of the trade.
- One monthly NYMEX contract contains 10,000 MMBtu.
- The dollar limits are based upon commodity gas only and do not include transportation, however, the Term, Lead Time, and Quantity limits do apply to transportation.
- Termination limit refers to the last day of the term from the execution day of the contract.

7.3 CAISO Trading Authority Matrix for Agent's Short-Term Traders:

Products	Delivery Lead Time	Term	MW Size	\$/MWh
Generation Awards	As Required by CAISO	1 Operating Day	230	CAISO Price Cap
Demand Awards	None			
Inter SC Transactions (IST)	See Matrix Explanation			
CAISO Imports	As Required by CAISO	1 Operating Day	230	CAISO Price Cap
CAISO Exports			375	
Ancillary Services			200	
Congestion Revenue Rights	None			

i. **CAISO Trading Authority Matrix for Agent's Short-Term Traders Matrix Explanations:**

- Generation Award Limits are per generating unit within the CAISO.
- Demand Award Limits are per each load location.
- An Inter SC Trade is an energy quantity traded from one SC to another SC for a specific hour and location, therefore Inter SC Trades may be submitted to the ISO but are not monitored as they are a direct result of the bilateral trade executed between the SC's. Only the bilateral transaction will be monitored in accordance with the appropriate authority matrix.
- CAISO Imports and Exports are by location and are each monitored separately.
- Limits for Ancillary Service Awards apply to the Regulation and Operating (Spinning and Non- Spinning) Reserve Market. Limits for ancillary services transacted bilaterally are addressed in the power authority matrix.
- Only Congestion Revenue Rights that are bought and sold via the long-term, annual and monthly auctions or in the secondary market are monitored per the limits above. This excludes congestion revenue rights allocated in the Annual Allocation.
- Term applies to either the calendar year or planning year.

8. Acknowledgements

8.1 Violations and Sanctions –

- i. Violations of this Policy must not occur. Should it be deemed that a violation did occur due to the actions of City employees, the Agent will notify the City's Electric Utility Financial Administrator or designee and the City Attorney of such violations. Those individuals will have the responsibility to bring the violations to the Risk Management Committee for discussion. If warranted, the Risk Management Committee may escalate the issue to the Risk Oversight Committee to develop remediation procedures.

8.2 Policy Effective –

- ii. This Policy is in effect upon the City Council's approval and shall remain in effect until a replacement policy has been approved by the City Council superseding this Policy.

9. Responsibility

It shall be the responsibility of the City Council, through the duly appointed Risk Oversight Committee, Risk Management Committee and the City Manager to assure compliance with this policy.

10. Related Policies

- i. Supporting policies and procedures are required as outlined below:

Energy Credit Risk Policy
Energy Risk Management Policy
Energy Hedge Policy
Resolution 17-368 retaining APM for power management services
Resolution 16-161 declaring APM as agent for the purposes of risk policies

11. Version History

Version	Date	Change Tracking
0	11/06/2024	Initial version
1	05/21/2025	Updates – Resolution No. 25-149
<u>1.1</u>	<u>09/16/2026</u>	<u>Added REC credit requirements clarification to Section 3.1</u>

Title:	Electric Utility Wildfire Mitigation Plan and Independent Evaluator Report
Contact:	Tom Pontes 916-774-5550 tpontes@roseville.ca.us

SUMMARY

Staff recommends acceptance of the Roseville Electric Utility (REU) 2026-2029 Wildfire Mitigation Plan (WMP) and accompanying Independent Evaluator Report. The WMP outlines REU's programs and practices to reduce wildfire risk, protect public and employee safety, and maintain the reliability of Roseville's electric system in accordance with California Public Utilities Code section 8387. Beginning in 2026, state law requires publicly owned electric utilities to submit a WMP to the California Wildfire Safety Advisory Board at least once every four years according to an established schedule. REU is included in the 2026 reporting cycle. While REU remains outside CPUC-designated Tier 2 and Tier 3 High Fire-Threat Districts, the WMP incorporates updated Fire Hazard Severity Zone mapping and associated monitoring and inspection activities. Charles River Associates independently evaluated the Plan and concluded that it meets the statutory requirements for comprehensiveness. There is no cost associated with the City Council's acceptance of the 2026-2029 Wildfire Mitigation Plan.

RECOMMENDATION

Staff recommends that the City Council accept the Roseville Electric Utility 2026-2029 Wildfire Mitigation Plan and accompanying Independent Evaluator Report and authorize staff to submit the approved Plan and related materials to the California Wildfire Safety Advisory Board in accordance with applicable state requirements.

BACKGROUND

The purpose of Roseville Electric Utility's (REU) Wildfire Mitigation Plan (WMP) is to promote public and employee safety, maintain electric system reliability, and reduce the potential for utility facilities to cause or contribute to a wildfire. Public Utilities Code section 8387 establishes wildfire mitigation planning requirements for publicly owned electric utilities. State law amended these requirements in 2025, changing the WMP reporting schedule from annual submissions to at least once every four years according to a schedule established by the California Wildfire Safety Advisory Board (WSAB). REU is included in the 2026 reporting cycle.

The 2026-2029 WMP reflects updated wildfire conditions within Roseville. While REU's service territory remains outside CPUC-designated Tier 2 and Tier 3 High Fire-Threat Districts, updated 2025 Fire Hazard Severity Zone maps identify Moderate fire-hazard areas on the western side of Roseville and Moderate-to-High fire-hazard areas on the eastern side. REU has incorporated these areas into its wildfire risk assessment and increased monitoring and inspection activities in areas of increased hazard. Charles River Associates (CRA) independently evaluated the 2026-2029 WMP as required by PUC section 8387. CRA concluded that the WMP meets the statutory requirements for comprehensiveness and that REU demonstrates a proactive approach to wildfire risk management.

FISCAL IMPACT

There is no cost associated with the City Council's acceptance of the 2026-2029 Wildfire Mitigation Plan.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to this action because it does not involve approval of a project that may result in a direct or reasonably foreseeable indirect physical change in the environment. This update and verification of Roseville Electric Utility's Wildfire Mitigation Plan constitutes administrative activity and organizational planning, and is therefore not considered a project as defined by CEQA Statute §21065 and CEQA Guidelines §§15060(c)(3) and 15378. No further environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Tom Pontes, Assistant Electric Utility Director

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. REU2025WMP_Expert_Witness_Report_FINAL-1
2. Wildfire Mitigation Plan 2026

REVIEWERS:

Tom Pontes, Electric Department - All	Created/Initiated - 8/19/2026
Tom Pontes, Electric Department - All	Approved - 8/19/2026
Shawn Matchim, Electric Department - All	Approved - 8/20/2026
Daniel Beans, Electric Department - All	Approved - 8/20/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/2/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/2/2026
Katrina Six, City Clerk Department	Final Approval - 9/2/2026

Prepared for:

Roseville Electric Utility

Roseville 2026-2029 Wildfire Mitigation Plan Recertifica- tion Expert Witness Review

Prepared by:

Charles River Associates

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Boston, Massachusetts 02116

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Executive Summary

Roseville Electric Utility (REU) contracted with Charles River Associates (CRA) to conduct an evaluation of their 2026-2029 Wildfire Mitigation Plan (WMP) in advance of its certification by REU. The following Report describes the review of REU's WMP for adherence to California Public Utilities Code (PUC) §8387(b)(2) for publicly owned electric utilities and to assess the actions taken by REU to reduce ignitions and impacts of wildfire on its equipment and operations.

1. Introduction / Utility Overview

REU, overseen by the Roseville City Council, provides electric service to the City of Roseville in Placer County. REU serves approximately 67,500 customers across a service territory of roughly 43 square miles. The REU service territory does not fall within any of the California Public Utilities Commission (CPUC) Tier 2 or Tier 3 Hire Fire Threat Districts (HFTDs). As of 2025, CAL FIRE maps have been issued by the State Fire Marshal which identify updated Fire Hazard Severity Zones (FHSZ). These maps indicate some areas of Moderate to High hazard areas on the eastern border of the City of Roseville. REU has taken proactive steps to prepare for and mitigate potential wildfire-related impacts, including increased monitoring of assets in those areas identified with increased hazard.

The terrain across REU's service territory is predominantly flat and largely consists of urban and suburban development. Areas with continuous flammable vegetation are limited, contributing to the utility's overall low wildfire risk profile.

REU maintains two generation plants, two 230-kV substations, and approximately 978 miles distribution lines, of which approximately 85 percent (834 miles) are underground (as reported in the 2025 WMP). REU is a member of the Balancing Authority of Northern California (BANC), which is responsible for balancing generation load and coordinating system operations with neighboring balancing authorities. BANC contracts with the Western Area Power Administration for bulk power supply. Electricity procured through BANC is delivered to REU via BANC transmission facilities that interconnect with REU's system at the utility's two 230-kV substations.

REU's service territory experiences a seasonal wildfire risk pattern typical of California's Central Valley. Weather conditions that can contribute to wildfire spread generally begin in April, although vegetation conditions typically do not become sufficiently dry to support ignition until May. Elevated wildfire risk conditions generally persist through October, with the driest conditions most commonly occurring between August and October. During the summer months, the Sacramento Valley may experience atmospheric circulation patterns, commonly referred to as "northers," which can contribute to increased wildfire risk during the fire season.

2. Methodology and Approach

This Report is the product of CRA's assessments of Roseville's WMP, discussions with REU and data request responses. The Report includes an assessment of the completeness of Roseville's WMP, its adherence to PUC § 8387, and its alignment with industry best practices and expert opinion and lessons learned.

To perform this assessment, CRA adopted the following approach:

- **Review the WMP:** CRA reviewed Roseville's WMP and other relevant publicly released or submitted supporting documents.

- **Submit Data Request:** Data requests focused on any additional internal documents or Standard Operating Procedures to further illustrate safety and wildfire practices that may not be publicly available due to security reasons.
- **Interpret documents and compare against PUC §8387:** Utilizing the WMP and supporting material, CRA assessed planning and preparedness against the intended goal of PUC 8387 to determine if REU's plan met the baseline requirements. Additionally, recommendations for improvement or best practices were provided, regardless of code language.
- **Review advisory opinions from the Wildfire Safety Advisory Board (WSAB):** The WSAB releases an annual report after reviewing a subset of submitted WMPs. This Report provides updated advisory opinions, feedback on potential improvements or approach, and shares lessons learned from working groups and ongoing feedback throughout the year. While utilities are not required to incorporate WSAB opinions, considering WMP input can help strengthen processes, refine WMP language, and clarify expectations and overall mitigation strategies. Relevant details from WSAB advisories were included in recommendations for improving REU's processes and approach.

3. PUC § 8387 Review of Adherence

3.1. Requirement Overview

PUC § 8387(b)(2) identifies the statutory requirements for WMPs. These requirements form the basis for this Report. Table 1 summarizes each statutory element and presents CRA's findings and areas with recommendations. Additional detail and the full assessment are provided in Section 3.2.

CRA's findings fell into two categories: Complete and Complete with Recommendations. A finding of Complete indicates that the WMP adhered to the statutory requirement in the PUC. A finding of Complete with Recommendations provides detail on industry best practices or other suggestions toward continuous improvement of the Plan.

CRA provides recommendations for consideration only and does not make claims that these changes would further reduce risk, **nor does it imply that not implementing these recommendations would expose REU to additional risk.**

Table 1 - Overview of PUC 8387 Elements

Element	Definition	Finding
(A) Staff Responsibilities	An accounting of the responsibilities of persons responsible for executing the plan.	Complete
(B) Plan Objectives	The objectives of the wildfire mitigation plan.	Complete
(C) Wildfire Risk Reduction Strategy Description	A description of the preventive strategies and programs to be adopted by the local publicly 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.	Complete
(D) Evaluation Metrics	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.	Complete – recommendations

Element	Definition	Finding
(E) Application of Metrics to Evaluate Plan	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Complete
(F) Recloser and Deenergization Protocols	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.	Complete
(G) Deenergization Customer Notification Procedure	Appropriate and feasible procedures for notifying a customer who may be impacted by the 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.	Complete
(H) Vegetation Management	Plans for vegetation management.	Complete
(I) Asset Inspections	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Complete
(J) Wildfire Risks and Drivers	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: (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. (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.	Complete
(K) Geographic Risk Identification	Identification of any geographic area in Roseville'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.	Complete
(L) Enterprise-wide Risk Identification	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	Complete – recommendations
(M) Service Restoration	A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Complete
(N) Monitoring, Correcting, and Updating the WMP	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan.	Complete

Element	Definition	Finding
	(ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.	
	(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.	

3.2. Review of WMP Elements

CRA determined that REU's WMP meets the statutory requirements for comprehensiveness per PUC §8387. The sections below summarize CRA's assessment of each of these requirements, including relevant WMP references and recommendations, where applicable.

Staff Responsibilities

Finding: Complete.

Roles and Responsibilities associated with implementation of the WMP are described in Section 5 of the Plan. Additional roles and responsibilities related to specific processes are documented throughout the Plan.

Recommendations:

No additional recommendations.

Plan Objectives

Finding: Complete.

Plan objectives are described in Section 3 of the Plan. Prior-year recommendations suggested incorporating risk evaluation more explicitly within this section. While this remains a consideration, it is addressed through recommendations related to enterprise-wide risk identification.

Recommendations:

No additional recommendations.

Wildfire Risk Reduction Strategy Description

Finding: Complete.

Wildfire risk reduction strategies are described in Section 7 of the Plan. Mitigation measures include vegetation management (VM), grid hardening, design and construction standards, asset inspections, and undergrounding.

Recommendations:

No additional recommendations.

Evaluation Metrics

Finding: Complete.

Plan evaluation metrics are described in Section 9 of the Plan. REU currently uses tracks two outcome-based metrics: fire ignitions and wire down events. To date, REU reports no wildfire events requiring application of these metrics.

Recommendations:

In addition to outcome-based metrics, CRA recommends incorporating additional metrics that track changes in underlying risk and program performance over time. Examples of potential metrics include:

- Number of Red Flag Warning Days
- Hazard tree counts and corrections performed
- Percent of targeted overhead inspections completed / percent of overhead system inspected annually
- Number of GO 95 Level 1 and Level 2 conditions identified
- Number or percentage of corrective actions completed on time in adherence with GO 95 Rule 18
- Vegetation management miles inspected or percentage of system inspected
- QA / QC numbers for VM or inspections
- Number and type of community outreach activities

Metrics such as fire ignitions or wire down events are widely used and appropriate for outcome tracking; however, they provide limited into trends or the performance of specific mitigation activities. Supplemental metrics, such as Red Flag Warning Days, can help contextualize program performance relative to changing risk conditions.

Application of Metrics to Evaluate Plan

Finding: Complete.

Section 9 of the Plan describes the application of evaluation metrics, with tracking beginning in 2020. REU notes that no tracked events have occurred and indicates that metric effectiveness will be reassessed if a fire occurs.

Recommendations:

No additional recommendations for the current metrics. Refer to the evaluation metrics recommendations for suggested enhancements and opportunities for greater program effectiveness insight.

Recloser and Deenergization Protocols

Finding: Complete.

Recloser and deenergization policies are described in Section 7 of the Plan. REU reports its system does not include distribution-level recloser equipment; therefore, a recloser policy is not needed. REU reports that it has not had to preemptively deenergize any lines to date and provides a description of any deenergization would be approached and the city-wide effort to respond to and address such a situation.

Recommendations:

No additional recommendations.

Deenergization Customer Notification Procedure

Finding: Complete.

Customer notification procedures related to deenergization are described in Section 7 of the Plan.

Recommendations:

No additional recommendations.

Vegetation Management

Finding: Complete.

Vegetation Management practices are described in Section 7 of the Plan. REU documents compliance with Public Resources Codes 4292 and 4293, as well as GO 95 Rule 35 and Appendix E Guidelines. While certain guidelines are recommended for utilities operating in CPUC Tiers 2 and Tier 3 High Fire Threat Districts, REU applies these practices voluntarily, demonstrating above and beyond practices for VM.

Recommendations:

No additional recommendations.

Asset Inspections**Finding: Complete.**

Asset inspections practices are described in Section 7 of the Plan and demonstrate alignment with CPUC GO 165 and GO 95 Rule 18. As with VM practices, these standards exceed minimum requirements for REU's current risk profile.

Recommendations:

No additional recommendations.

Wildfire Risks and Drivers**Finding: Complete** (all sub-sections included).

Wildfire risks and drivers are described in Section 6 of the Plan. All relevant drivers are identified, and prioritization of these drivers is described in detail.

Recommendations:

No additional recommendations.

Geographic Risk Identification**Finding: Complete.**

Geographic risks are described in Section 6 of the Plan.

Recommendations:

No additional recommendations.

Enterprise-wide Risk Identification**Finding: Complete.**

Section 6 of the Plan describes enterprise-wide risks and outlines REU's risk analysis process and method for prioritization.

Recommendations:

Statutory requirements call for a defined methodology for identifying enterprise-wide risks, which is covered in this section; however, CRA recommends consideration of a third-party risk assessment (e.g., annual or biennial) to provide independent review and additional perspective on wildfire risks and mitigation effectiveness. Such an assessment would add a layer of credibility to the overall assessment of the REU service territory.

Service Restoration**Finding: Complete.**

Service restoration procedures are described in Section 8 of the Plan and further detailed in SOP 6.01, *Electric Outage Restoration Procedures*. Together, these documents demonstrate adherence to statutory requirements.

Recommendations:

No additional recommendations.

Monitoring, Correcting, and Updating the WMP

Finding: Complete (includes all subsections).

Processes for monitoring, correcting, and updating the WMP are described in Section 9 of the Plan. This section includes notification procedures for electric dispatch and confirms that the WMP is reviewed at least annually. The Plan also describes how inspections, reviews and program feedback are used to identify any deficiencies and implement updates as needed.

Recommendations:

No additional recommendations.

4. Summary of WSAB Advisory Opinions and REU Applicability

The Office of Energy Safety's WSAB Advisory Opinions to Publicly Owned Electric Utilities and Electrical Cooperatives¹ report issued in December of 2025 focuses on two primary areas: Risk Identification and Pre-Emptive Deenergization. Each of these is summarized below with a summary of applicability to REU.

4.1. Risk Identification

The WSAB reiterates that effective wildfire mitigation begins with utility-specific risk identification that considers both ignition likelihood and potential consequences. Utilities are expected to move beyond reliance on statewide fire-threat maps by incorporating local conditions, asset characteristics, and community context into both operational decision-making and long-term planning. Risk identification should be treated as an iterative process that matures over time as data quality, tools, and mitigation practices evolve.

REU's risk identification process reflects this approach of going beyond the minimum requirements for the area, especially considering the city's urban service territory, limited exposure to natural fuels, and absence of facilities within CPUC Tier 2 or Tier 3 HFTDs. Further, REU's use of supplemental risk information, including CAL FIRE FHSZ mapping, provides additional context appropriate to its service territory and supports proportionate, risk-based mitigation.

REU identifies wildfire risk drivers based on local conditions. The predominance of flat terrain, extensive underground distribution, and limited areas of continuous flammable vegetation reduce both ignition likelihood and potential wildfire consequences.

REU's risk identification informs both near-term operational awareness and longer-term planning. This approach supports targeted mitigation measures, as described in the WMP and evidenced by increased measures in their designated "Wildfire Reduction Zone" and in the recently identified FHSZ.

4.2. Preemptive De-energization

The WSAB re-visits the concept and varying needs related to preemptive de-energization approach, acknowledging that it is an important wildfire risk mitigation tool, but one that carries significant reliability and public safety implications. The focus section advises utilities to evaluate the need for preemptive de-energization based on their specific wildfire risk profile and to develop clear, well-documented plans that define decision criteria, roles, communications, and restoration processes. Having a plan demonstrates preparedness, even where preemptive de-energization is not expected to be routinely implemented.

Given REU's low wildfire risk profile, preemptive de-energization is not a routine wildfire mitigation measure. To date, REU has not implemented preemptive de-energization actions and has not experienced conditions requiring their use.

While not a primary mitigation strategy, preemptive de-energization remains a contingency measure for REU. REU's WMP includes defined roles, decision-making criteria, coordination protocols, and customer communication processes that would support preparedness should wildfire risk conditions change in the future. In the context of REU's service territory, this

¹ <https://efiling.energy.ca.gov/eFiling/Getfile.aspx?fileid=59800&shareable=true>

approach appropriately aligns recommended wildfire mitigation measures with the utility's documented risk profile.

5. Conclusion

REU has prepared a comprehensive 2026 WMP that meets the statutory requirements outlined in PUC §8387(b)(2) to reduce the risk of wildfire ignition and impacts. The latest updates to the Plan reflect consideration of evolving wildfire risk conditions and document updates to protocols and awareness measures implemented in response to the changing risk landscape.

REU's WMP describes a program that methodically identifies and evaluates key wildfire risks and risk drivers within its service territory. The Plan outlines preventive strategies that emphasize vegetation management, inspection and maintenance of overhead assets, and the undergrounding of new distribution lines, consistent with established industry practices for addressing these risk drivers.

Based on the wildfire prevention programs described in the WMP, supporting standard and emergency operating procedures, and REU's documented progress in implementing these programs, REU demonstrates a proactive approach to wildfire risk management. The utility is actively working to reduce the likelihood that its equipment contributes to ignition or spread of wildfires within its service territory as well as the impacts of wildfires that may affect their equipment and operations. REU's mitigation strategies also reflect industry best practices, as demonstrated in the alignment with the WSAB's 2025 Advisory Opinions focus areas.



Electric Utility

WILDFIRE MITIGATION PLAN

Building a Safer,
More Resilient
Community



REDUCE RISK



PROTECT
OUR COMMUNITY



STRENGTHEN
RESILIENCE

Prepared by: J. Grace

SAFE TODAY.
STRONG TOMORROW.
TOGETHER.



RELIABLE SERVICE.
RESPONSIBLE STEWARDSHIP.
COMMUNITY FOCUSED.



2026
UPDATE

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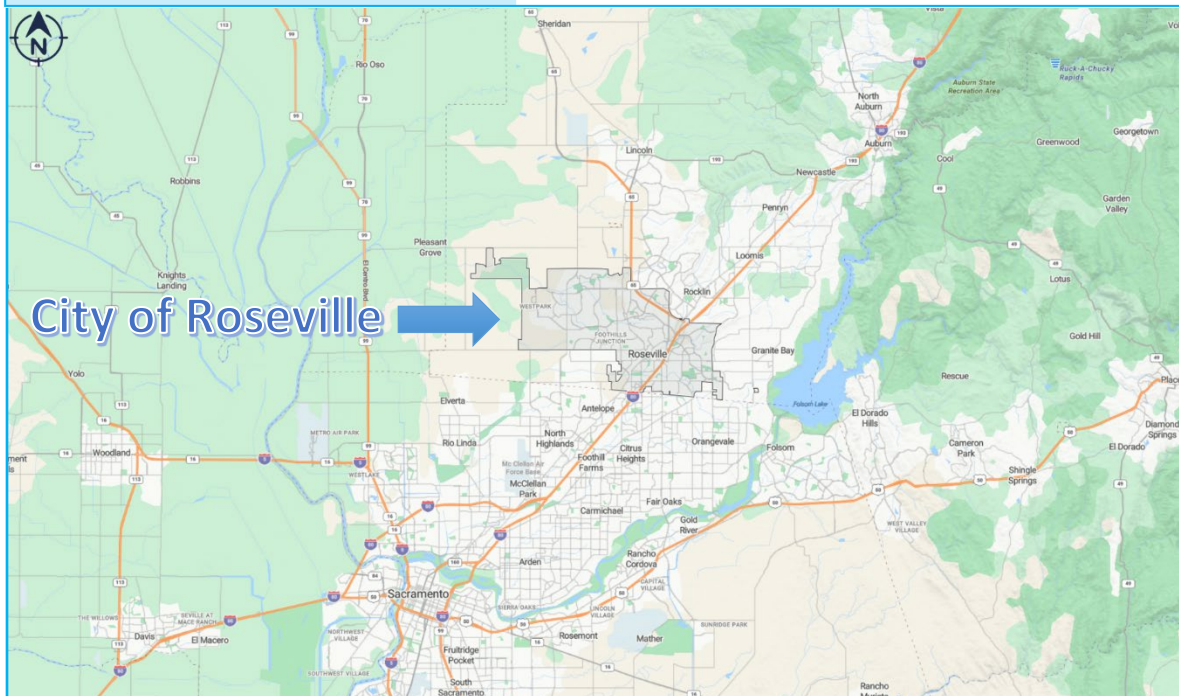
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1. UTILITY INFORMATION

Utility Name	ROSEVILLE ELECTRIC UTILITY
Size in Square Miles	43 +/-
Assets	☐ Transmission ☒ Distribution ☒ Generation
Number of Customers Served	71,000 +/-
Customer Classes	☒ Residential ☒ Government ☐ Agricultural ☒ Small/Medium Business ☒ Commercial/Industrial
Location/Topography	☒ Urban ☐ Wildland Urban Interface ☐ Rural/Forest ☐ Rural/Desert ☐ Rural/Agriculture
Percent of Territory in CPUC High Fire Threat Districts	☒ Includes maps 0% in Tier 2 0% in Tier 3
CAL FIRE Fire Hazard Severity Zones	☒ Moderate (13%) ☒ High (<1%) ☐ Very High (0%)
Existing Grid Hardening Measures	☒ Describes hardened & non-hardened infrastructure
Utility Fire Threat Risk Level	☐ High ☒ Low
Impacted by another utility's PSPS?	☐ Yes ☒ No
Mitigates impact of another utility's PSPS?	☐ Yes ☒ No
Expects to initiate its own PSPS?	☐ Yes ☒ No
Prevailing wind directions& speeds by season	☐ Includes maps ☒ Includes a description



2. PUC 8387 REQUIREMENT TABLE

PUC 8387	(b)(2) Requirement	Location in WMP
(A)	An accounting of the responsibilities of persons responsible for executing the plan.	Governance Structure (Pg. 12)
(B)	The objectives of the wildfire mitigation plan.	Plan Objectives (Pg. 8)
(C)	A description of the preventive strategies and programs to be adopted by the local publicly 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.	Wildfire Mitigation (Pg. 27)
(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.	Key Wildfire-Mitigation Targets (Pg. 41)
(E)	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Plan Evaluation (Pg. 39)
(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.	Reclosing Policy (Pg. 36)
(G)	Appropriate and feasible procedures for notifying a customer who may be impacted by the 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 de-energization for a given event.	De-energization (Pg. 37)
(H)	Plans for vegetation management.	Vegetation Management (Pg. 31)
(I)	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Inspections (Pg. 35)

(J)(i, ii)	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: (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. (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.	Wildfire Risks and Drivers (Pg. 21)
(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.	HFTD vs. FHSZ (Pg. 28)
(L)	A methodology for identifying and presenting enterprise wide safety risk and wildfire-related risk.	Enterprise-Wide Safety Risks (Pg. 21)
(M)	A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Restoration of Service (Pg. 38)
(N)(i, ii, iii)	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies. (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.	Plan Evaluation (Pg. 39)

3. PLAN OVERVIEW

Plan Statement

The City of Roseville’s overarching goal is to provide safe, reliable, and economical 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 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 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. Based on the stated purpose of the Bill, and the location of REU's electrical infrastructure, no wildfire mitigation measures are necessary or required since REU’s service territory does not contain any areas that have a significant wildfire risk. As good utility practice, REU will maintain the metrics required in the plan and continue to update the plan if necessary. ***This plan will remain in effect until the next approved version is adopted.***

Purpose of the Wildfire Mitigation Plan

This Plan outlines the comprehensive set of measures implemented by Roseville Electric Utility to address the risk of wildfires caused by power line infrastructure, encompassing a diverse array of policies and operational 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.

The City of Roseville is 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 as Tier 3 “Extreme Risk” or Tier 2 “Elevated Risk” by the California Public Utilities Commission’s (CPUC) Fire-Threat Map. According to the updated 2025 Fire Hazard Severity Zone (FHSZ) maps released by the Office of the State Fire Marshal (OSFM), the City of Roseville includes areas classified as Moderate risk on the western side and Moderate to High risk on the eastern side.

Most of Roseville Electric Utility’s electric supply system is located underground. Historically, underground 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

PUC § 8387(b)(2)(B)

Minimizing Sources of Ignition

The primary goal of this Wildfire Mitigation Plan is to outline Roseville Electric Utility's (REU) existing programs, practices, and measures that effectively reduce the likelihood that REU's electric supply system could become the origin or a contributing source of wildfire ignition. This objective is primarily achieved by maintaining adequate clearance between electrical wires and vegetation, thereby minimizing the risk of electrical faults and reducing the potential for wildfire hazards resulting from vegetation contact or downed conductors.

To support this effort, Roseville Electric Utility utilizes the California Public Utilities Commission (CPUC) statewide Fire-Threat Map, adopted on August 19, 2021, along with additional informational fire threat maps developed by other California state agencies. These resources are used to inform the development and continual improvement of this Wildfire Mitigation Plan.

As of the release date of this Wildfire Mitigation Plan, the latest available CPUC High Fire-Threat District (HFTD) maps indicate that all portions of REU's electric service territory remain outside of CPUC-designated High Fire-Threat Districts. No areas within REU's service territory are classified as Tier 2 – Elevated Risk or Tier 3 – Extreme Risk.

To ensure proactive risk management, REU will conduct an annual wildfire risk evaluation meeting each calendar year. This meeting will serve to assess any changes in local fire threat conditions, review applicable fire hazard maps, and identify potential adjustments to mitigation strategies.

Resiliency of the Electric Grid

The secondary goal of this Plan is to improve the electric grid's resiliency. As part of the development of this Plan, Roseville Electric Utility assesses new industry practices and technologies that will reduce the likelihood of service interruptions (frequency) and improve service restoration (duration).

Distinctive inspections of the electric sub-transmission and distribution power lines/equipment located within designated the City Wildfire Reduction Zone (WRZ) and Fire Hazard Severity Zones (FHSZ) 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.

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.

4. ELECTRIC SYSTEM BACKGROUND

Balancing Authority of Northern California (BANC)

The Balancing Authority of Northern California is a Joint Powers Authority (JPA) consisting of the Sacramento Municipal Utility District (SMUD), Modesto Irrigation District (MID), City of Roseville (RSC), Redding Electric Utility, City of Shasta Lake, and Trinity Public Utilities District (TPUD).

BANC assumed the Balancing Authority (BA) responsibilities on May 1, 2011 from SMUD that include the matching of generation to load and coordinating system operations with neighboring BA's – Bonneville Power Administration (BPA), Turlock Irrigation District (TID), and California Independent System Operator (CAISO). The figure below shows the geographical map of the BANC system.



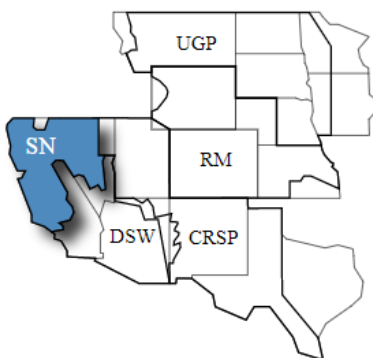
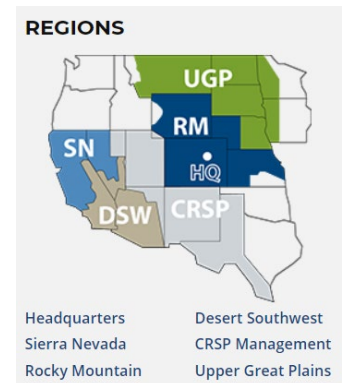
BANC is the third largest BA in California and the 16th largest BA within the Western Electricity Coordinating Council (WECC) area. The Central Valley Project (CVP) generation, owned by the Bureau of Reclamation, and Western Area Power Administration's (WAPA) transmission facilities, along with the 500 kV California Oregon Transmission Project (COTP), are included among other resources within the BANC footprint. BANC Members contract for about 40% of the CVP hydroelectric resource. The COTP is jointly owned by several parties, including WAPA and BANC members, via the Transmission Agency of Northern California (TANC).

The creation of the BANC as a partnership between public and government entities provides for an alternative platform to other BAs like the CAISO. BANC provides reliable grid operation consistent with standards developed and enforced by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), and the WECC. BANC contracts with SMUD for operations of the BA.

BANC provides its members an ownership voice in all BA decisions consistent with the principle of maximizing consumer value. It also provides members a unified voice and representation in topics pertaining to Balancing Area matters. The structure provides flexibility to expand, offers potential cost-saving opportunities by sharing future facility costs, and clarifies roles and responsibilities of the members regarding reliability standard compliance.

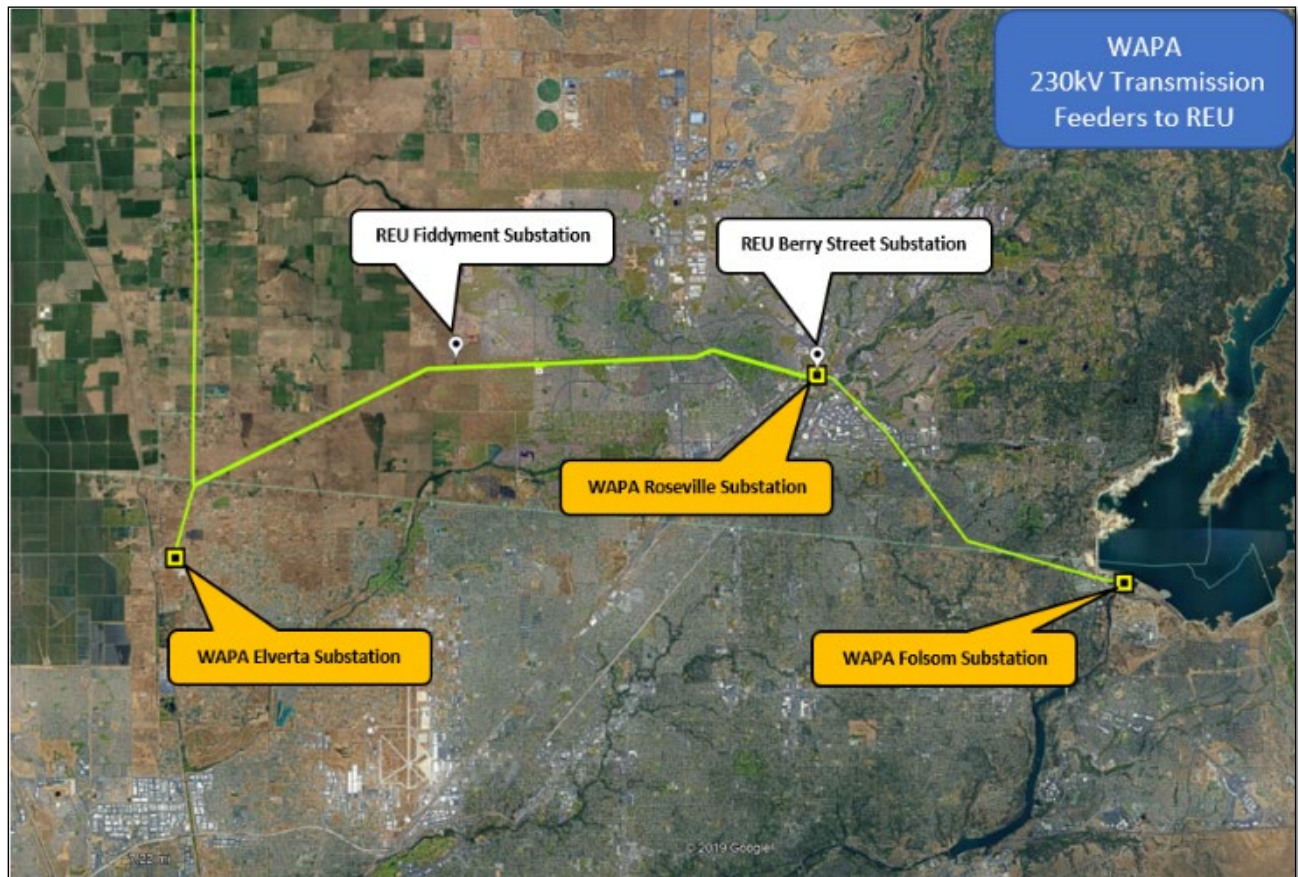
Western Area Power Administration (WAPA)

The Western Area Power Administration, a power marketing administration within the Department of Energy, markets and transmits more than 30 billion kilowatt-hours of wholesale federal hydropower through an integrated 17,000-plus circuit mile transmission system across 15 central and western states. Power is sold to more than 680 preference power customers including cooperatives, federal and state agencies, municipalities, Native American tribes, public utility and irrigation districts and other energy service providers. In addition, WAPA provides for the purchase and exchange of electric resources, operations and maintenance services, transmission system interconnections, shared capacity and use of transmission facilities, and joint construction opportunities.



The Sierra Nevada Region (SNR) is one of five offices in the Western Area Power Administration. SNR markets power in northern and central California, and portions of Nevada, to wholesale customers and Federal end-use customers such as towns, rural electric cooperatives, public utility and irrigation districts, Federal, state, and military agencies, Native American tribes and U.S. Bureau of Reclamation customers. Roseville Electric Utility is interconnected to the WAPA system on the BANC grid via two REU "receiving" substations.

The Roseville Electric Utility Grid (REU)

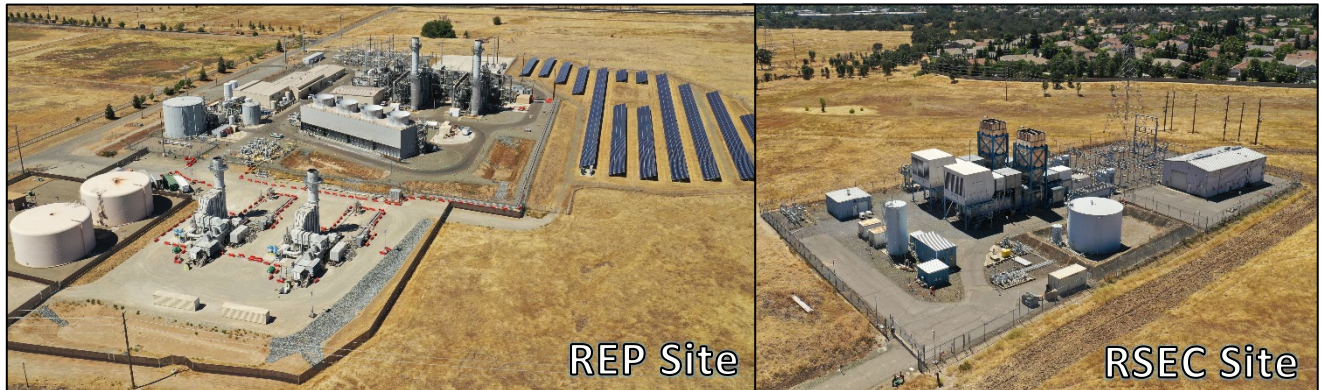


REU has been providing electrical power to the City of Roseville's residents, businesses, and the City's street lighting system since 1912. In 1956, the City signed a contract for 69MW of electric power from the CVP which consists of a system of dams, reservoirs and power plants within central and northern California and marketed by WAPA. Steady population growth created a need to obtain resources beyond this allocation of Federal power.

REU is under the supervision of the Roseville City Council. A five-member Roseville Public Utilities Commission (RPUC) serves as an advisory board to the City Council on matters relating to all utilities owned and operated by the City. The City Council appoints all five members of the RPUC. The Roseville Electric Utility Director manages REU and reports to the RPUC and an assistant City Manager.

Roseville's electric grid is interconnected to WAPA's Electric Transmission System through two 230kV receiving stations, *Fiddymment Substation* and *Berry Street Substation*.

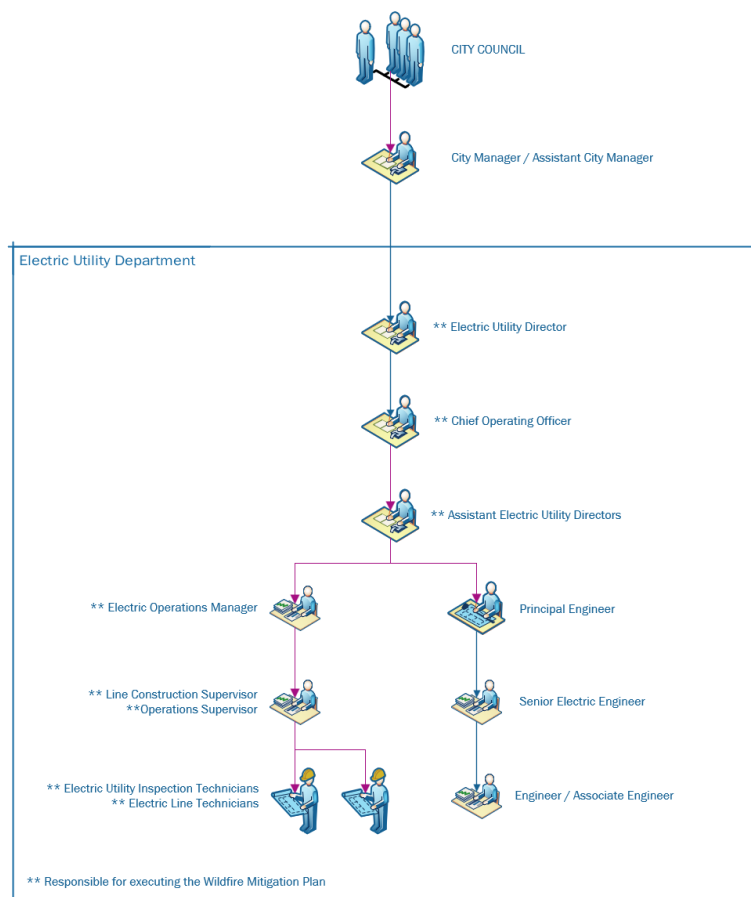
Roseville maintains two permanent generation sites, *Roseville Energy Park (REP)* and *Roseville Sunset Energy Center (RSEC)*.



5. ROLES AND RESPONSIBILITIES

Governance Structure

PUC § 8387(b)(2)(A)



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 a Chief Operating Officer and Assistant Electric Utility Directors for

division oversight. *The Electric Utility Director is responsible for executing the Plan.*

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 executive level management. *The Electric Utility Director has designated the Electric Operations Manager with the authority to implement, execute and modify the Plan as necessary.*

The Principal Engineer 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 electrical engineering-related tasks within the Electric Utility and reports directly to an Assistant Electric Utility Director.

The Electric Line Construction Supervisor/Operations 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 (CMMS).

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
- Vegetation Management Contractor

Daily hours are subject to change based on various conditions such as weather, air quality and business needs.

Field Staffing Coverage After-Hours

An organized standby and call-out protocol has been implemented to ensure prompt response in accordance with the City's statutory obligations, enabling Roseville Electric Utility distribution operations personnel to efficiently address emergent situations within our service territory.

Roseville Electric Utility maintains coverage for after-hour emergencies per the Operations Standby Policy [1]:

- 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).

Standby Arrangements

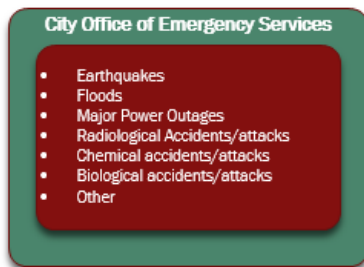
There are three categories of standby arrangements:

- **Regular Standby** for providing coverage outside of normal working hours.
- **Emergency Standby** to ensure employees are available to respond to the City's Emergency or Business Continuity plans in the event these plans are invoked.
- **Ad Hoc Standby** to provide coverage at specific times, for example; supporting a City event or additional coverage during Holiday's, etc.

Standardized Emergency Management System

The City of Roseville has an Emergency Management Team (EMT) that typically meets monthly 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

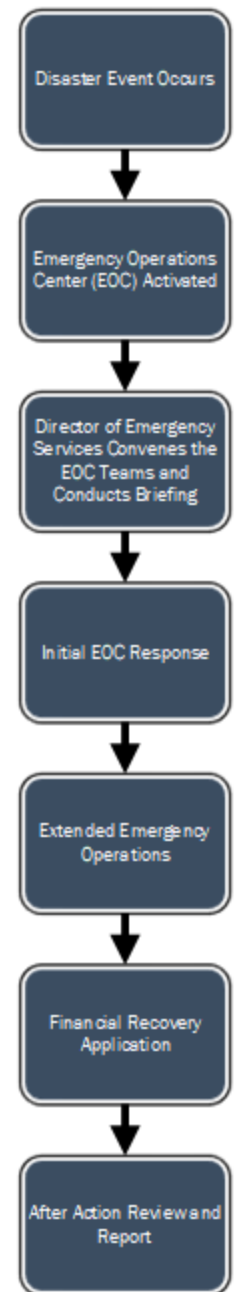


Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. Pursuant to this structure, the City annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies and may activate its' EOC if necessary.

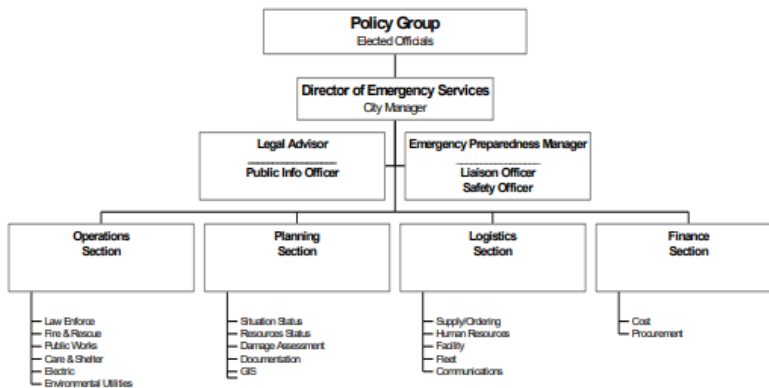
An EOC is the central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, or disaster management functions at a strategic level during an emergency, and ensuring the continuity of operation of the City. It is a 24-hour operation. 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 are handled by Public Information Officers who 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



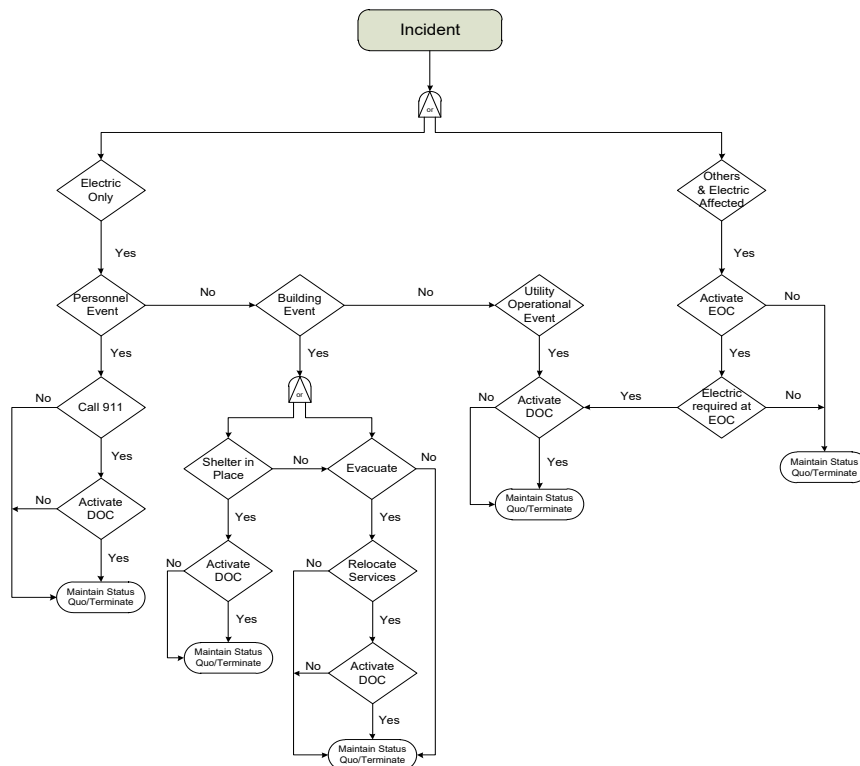
Function *	Primary Department Responsible
Operations Section Chief	Determined at the time of the emergency
Law Enforcement	Police Department
Fire and Rescue	Fire Department
Public Works	Public Works Department
Care & Shelter	Parks and Recreation
Electric	Electric Department
Environmental Utilities	Environmental 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.

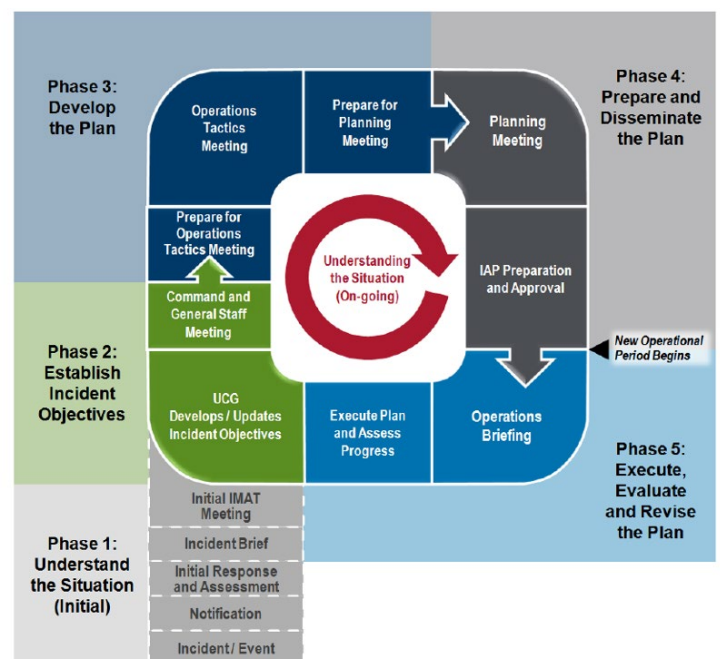
Once activated, the EOC/DOC utilizes the Planning Cycle to establish a continuum for Incident Action Planning (IAP) during both emergency and non-emergency operations and is an integral tool for managing an emergency incident.

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 City of Roseville EPI organization and procedures for the dissemination of accurate and timely instructions and information to the public during periods of emergency are as follows: 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 be used to send alerts out to 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, Nextdoor, YouTube 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:

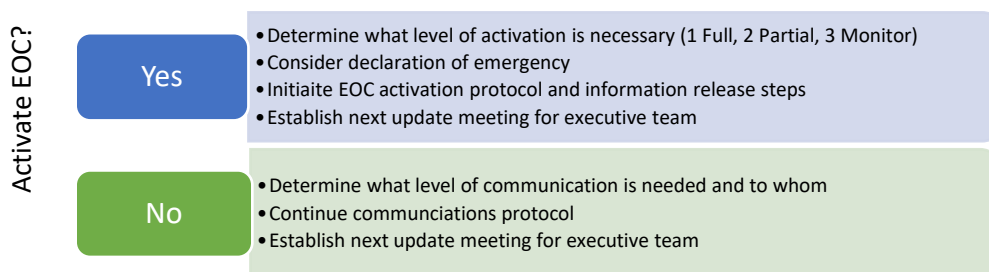
- Placer Operational Area Office of Emergency Services
- The State of California, Office of Emergency Services (OES)
- CAL FIRE
- Sacramento County
- Yolo County

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.

Steps for Information Releases



Key Audiences and Stakeholders

We will consider the most effective method of communicating with each stakeholder group, as it may be different based on the group.

Important questions we will consider include:

- Who will be most impacted and how?
- Are there stakeholders who need to keep in the loop? How will we prioritize them?
- How will we effectively reach each stakeholder group if they are busy dealing with the emergency at hand?

By categorizing the different interested parties, a strategy can be drafted for how to engage with each of them, in what order, and to what extent. The most critical stakeholders to engage with first will be those who have both influence and are impacted by the event.

Those stakeholders include, but are not limited to, Employees, Residents, City Council, Partner agencies/Cities/Placer County, Businesses, and Community Organizations.

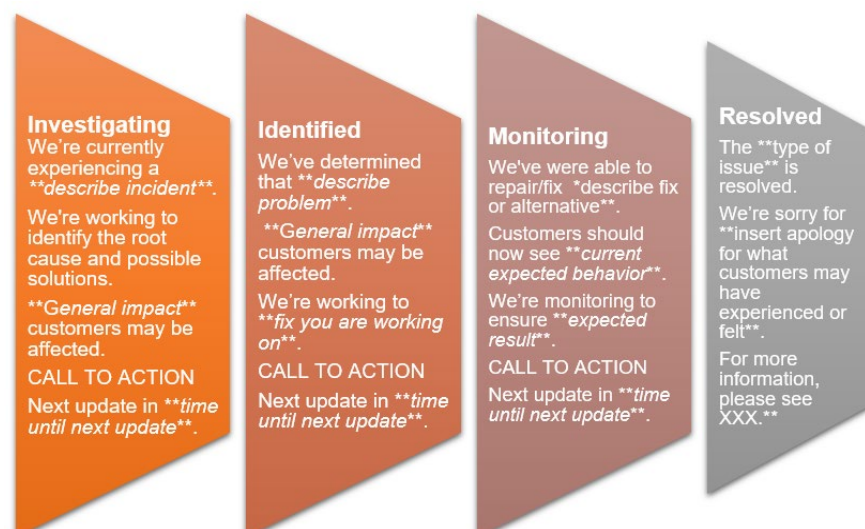
General Template Response

Given its scale, scope, and type of scenario, each incident/crisis will require specific and more directly relevant responses.

We will incorporate more details as they become available during each incident/crisis, but we will include a status update, what we are doing to rectify the issue, the general impact on customers, what customers should do (in the event a call to action is necessary), and when we will provide updates.

The information will be tailored for each communication channel and could be included as part of:

- The initial statement
- Key message development for customer service
- Common questions development for customer service, website copy, and social media posting
- Used for media relations
- Serve as content for social media posting



6. WILDFIRE RISKS AND DRIVERS

PUC § 8387(b)(2)(J) (I, II)

Enterprise-Wide Safety Risks

PUC § 8387(b)(2)(L)

Roseville Electric Utility's approach to risk management includes an 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.

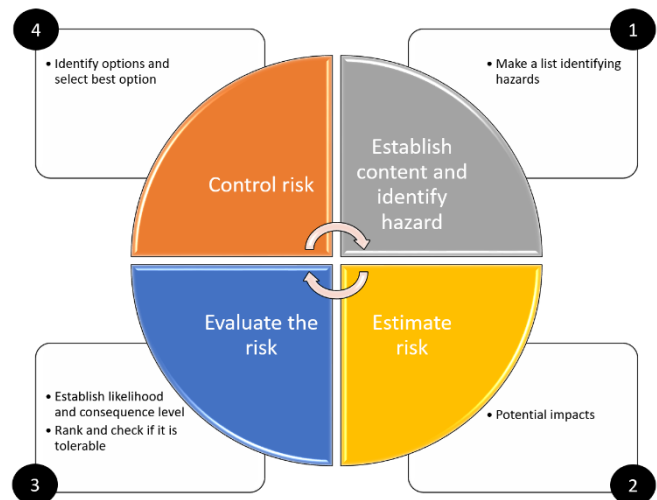
Each risk analysis includes the following factors:

Likelihood

1. Effectiveness of controls and mitigations in place
2. Number of processes and systems involved
3. Skills and competencies managing the risk
4. Political/regulatory environment
5. Time horizon

Velocity

1. Early detection opportunities
2. Reaction time available
3. Current mitigation strategies
4. Sudden or gradual impact



Trend – the likelihood or velocity of the risk is predicted to increase, remain constant or decrease over the next reporting period.

Ranking

1. **Extremely high** – very low level of comfort that mitigations will reduce level of risk to an acceptable level within the target timeframe. Immediate corrective action is necessary.
2. **High** – relatively low level of comfort that mitigations will reduce level of risk to an acceptable level within the target timeframe. Corrective action within specific period of time is necessary.
3. **Medium** – medium level of comfort that mitigations will reduce the level of risk to an acceptable level within the target timeframe. Corrective action is necessary.
4. **Low** – high level of comfort that mitigations will reduce the level of risk to an acceptable level within the target timeframe. No corrective but monitoring action is necessary.



REU Electric System Risks

Fire Risk Bowtie

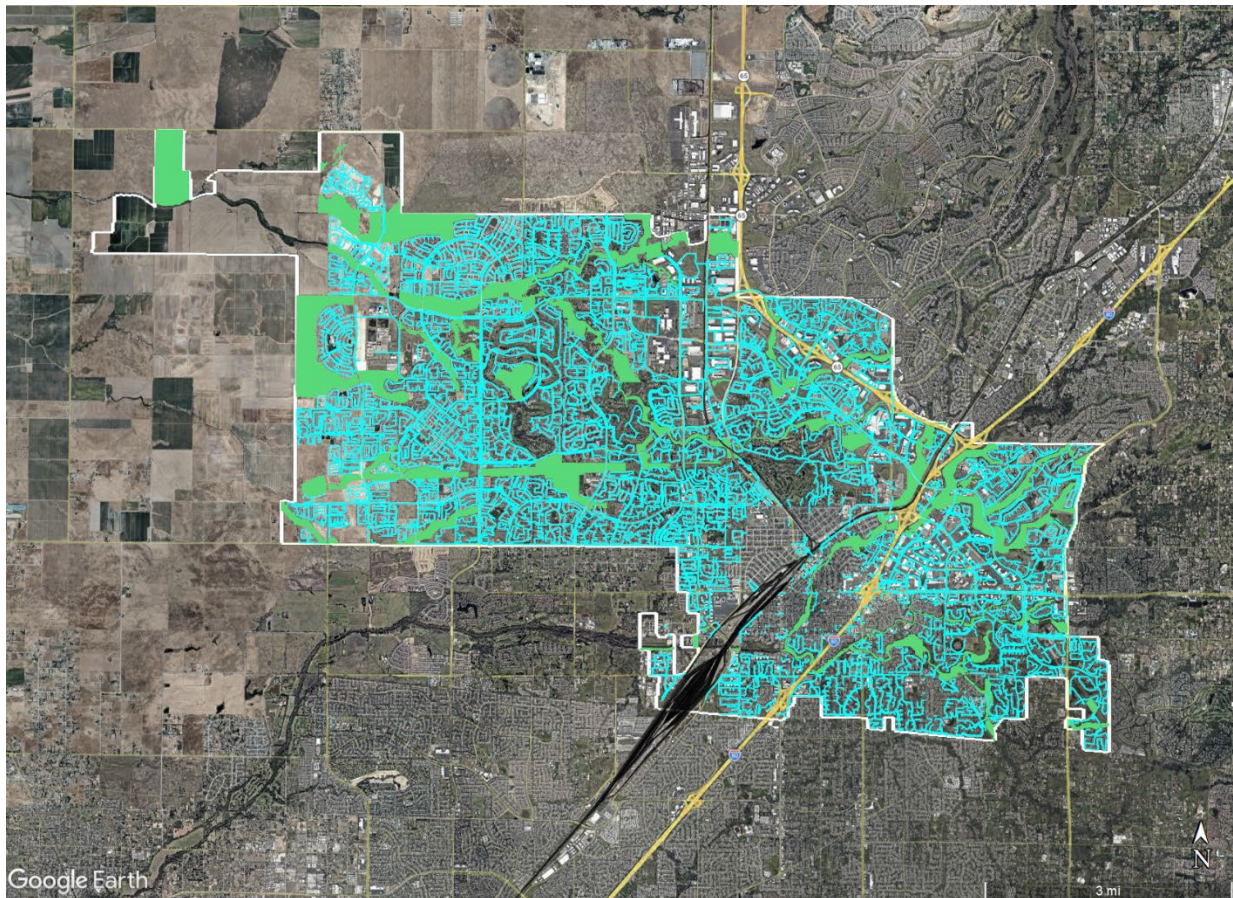


Consolidated Driver	Sub-components	How the Driver Can Lead to Ignition	Typical Pre-Fire Warning Signs
A. Equipment Failure	- Transformer - Capacitor bank - Fuse - Switchgear - Insulator - Overhead conductor	- Thermal runaway, dielectric breakdown or mechanical fatigue can eject molten metal or create arcs capable of igniting nearby fuels. - Conductor parting ("wire-down") can drop an energised line onto receptive vegetation or the ground.	Elevated oil/gas level alarms, abnormal infrared scans, nuisance trips, audible corona, unusual sag or vibration.
B. Contact with Foreign Object	- Vehicle (traffic accidents, construction machinery) - Balloon (Mylar or latex) - Vegetation - Animal (birds, squirrels, rodents, snakes)	- Creates phase-to-ground or phase-to-phase faults that shower hot particles or sever conductors. - May defeat relay fast-clear settings if contact is intermittent or high-impedance.	Tree growth reports, balloon-related outages, wildlife intrusion data, hot spots near poles or guy wires.
C. Extreme Weather	- High ambient temperatures - Extreme wind events	- Wind can push trees or debris into lines, slap conductors together, or topple poles. - Heat degrades insulation, increases conductor sag and loading on transformers/fuses.	National Weather Service Red-Flag Warnings (RFW), SCADA over-temperature alarms, field wind measurements exceeding design limits.

Risk Prioritization

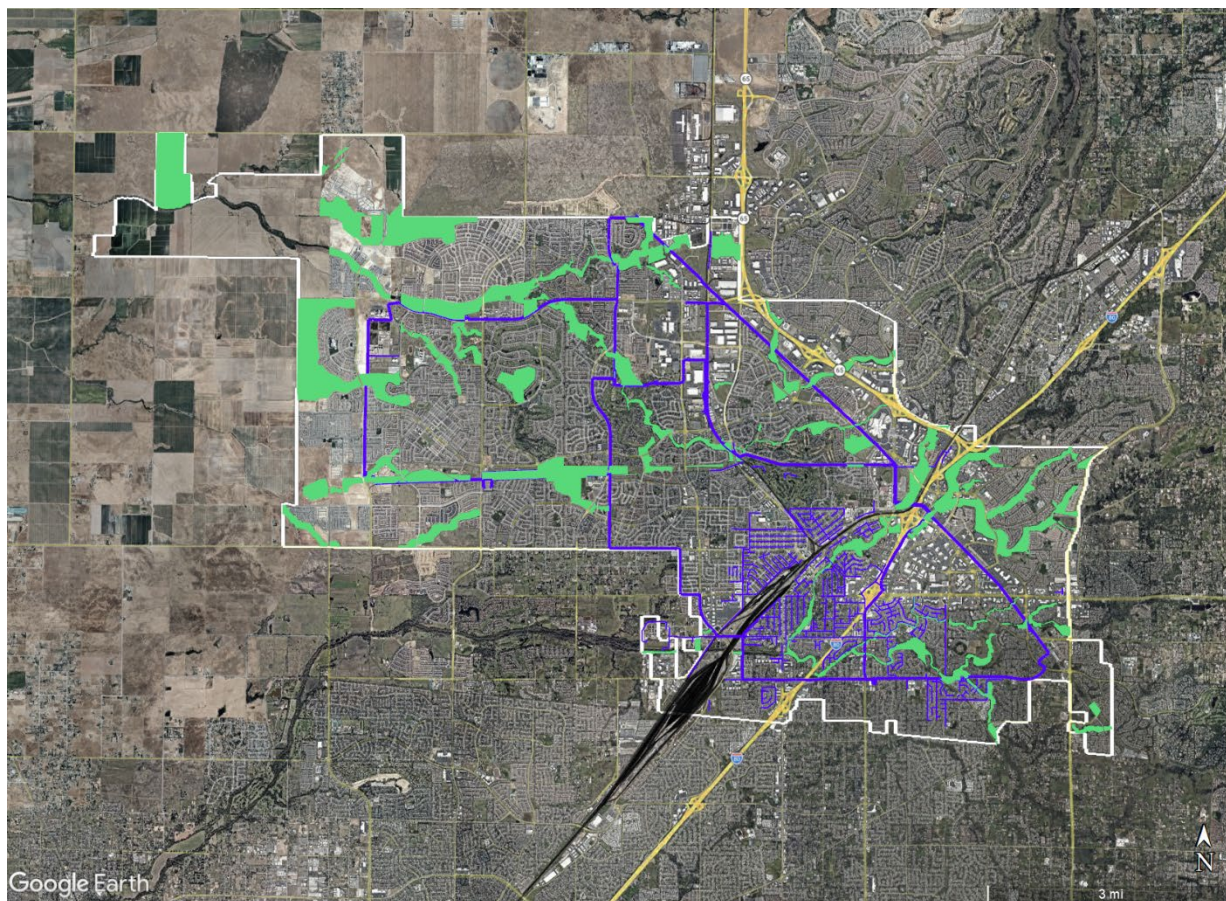
Roseville Electric Utility (REU) evaluates wildfire-related risks and drivers based on a combination of system design characteristics, field inspection data, and environmental context. Due to the relatively low wildfire exposure in REU's service territory—where no overhead facilities exist within Tier 2 or Tier 3 High Fire Threat Districts and most distribution infrastructure is underground—identified risk drivers are not prioritized using a tiered scoring system. Instead, REU treats all wildfire-related risks with a consistent level of mitigation, inspection, and response effort to ensure uniform safety across the electric system. Where localized environmental or situational factors (e.g., proximity to open space, elevated vegetation density) present higher relative risk, these areas receive additional attention through targeted vegetation management and inspection cycles, but REU maintains a systemwide standard of care rather than a formal risk hierarchy.

Roseville Underground Facilities vs. Open Space Areas

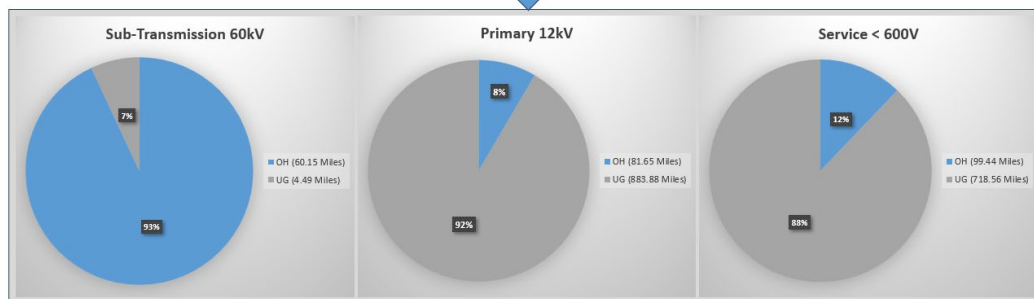
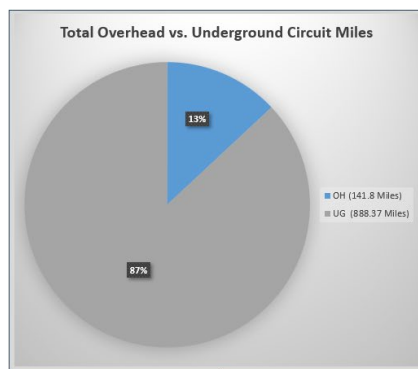


Primary 12kV Underground Circuit Miles = 888.37

Roseville Overhead Facilities vs. Open Space Areas



60kV/12kV Overhead Circuit Miles = 141.8



Other Risks

Supply Challenges: Global trade tensions, accelerating electrification, rapid growth in data center development, and the prospect of new tariffs—rather than lingering COVID-19 effects—now dominate the supply-chain landscape. The increasing adoption of electric vehicles, building electrification, distributed energy resources, and energy-intensive data centers is creating unprecedented demand for utility infrastructure and equipment. Unpredictable lead times, price volatility, and sporadic material shortages are lengthening construction schedules across the utility industry. To mitigate these risks, Roseville Electric Utility (REU) has extended its procurement forecasts for major capital projects to a 24-month horizon and is closely coordinating with key suppliers.

Key pressure points include:

- **Raw-material constraints:** Limited availability of metals (especially transformer steel, copper and aluminum), silicone and petroleum-based products (polyurethane, paint, PVC), select plastic resins, and fiber-optic components.
- **Manufacturing capacity constraints:** Strong nationwide demand for transformers, switchgear, breakers, and other utility-grade electrical equipment is extending production lead times, particularly as electrification initiatives and data center expansion accelerate.
- **Transportation bottlenecks:** Port congestion, driver shortages in the trucking sector, and slower customs clearance for specialty equipment continue to impede deliveries.
- **Demand surge:** Electrification initiatives, large commercial developments, and rapidly expanding data center investments are increasing competition for utility materials and equipment, intensifying price volatility and supply constraints.

REU remains actively engaged with regional and federal partners—including the U.S. Department of Energy—to quantify demand, highlight constraints, and advocate for policy solutions. Internally, REU has broadened its equipment specifications to qualify additional manufacturers, expanding sourcing options and bolstering supply resilience.

Qualified Labor: California’s market-wide demand for Qualified Electrical Workers (QEWs) remains high. While Roseville Electric Utility has been successful in retaining a well-trained QEW workforce, extraordinary circumstances could create temporary staffing gaps. Such shortages may delay scheduled maintenance and inspections, gradually increasing the risk of equipment failures across the Roseville system.

Electric Supply Lines: Under extreme conditions, disruptions affecting the Balancing Authority of Northern California (BANC) operating area or the Western Area Power Administration (WAPA) transmission system could impact the delivery of wholesale power to Roseville. Although the likelihood of a widespread outage remains low due to multiple WAPA interconnections and system redundancies, these regional transmission assets operate outside of Roseville Electric Utility’s (REU) direct control.

In the event of a supply disruption, REU would maximize available internal generation resources and leverage available operational strategies to maintain service reliability. If additional actions became necessary, REU could implement controlled load-management measures to preserve overall grid stability while prioritizing service to critical facilities and essential customers.

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. [2]

Climate change will make California more susceptible to extreme wildfires. By the year 2100, if greenhouse gas emissions continue to rise, one study found that the frequency of extreme wildfires burning over 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. [3]

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. [3]

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)

Should climate change result in sustained higher temperatures, risk factors will include added stress on electrical equipment, leading to increased equipment failures and reduced reliability.

In an emergency, de-energization of circuits due to (or in preparation of) a major weather-related event would typically be directed from the Emergency Operation Center or Department Operation Center (see "Standardized Emergency Management System", Section 5).

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

Green space provides recreational areas for residents and helps to enhance the beauty and environmental quality of neighborhoods.

7. WILDFIRE MITIGATION

PUC § 8387(b)(2)(C)

Fire-Threat and Fire-Hazard Designations in Roseville

The California Public Utilities Commission (CPUC) High Fire-Threat District (HFTD) designations affecting Roseville Electric Utility (REU) remain unchanged from prior evaluations. Based on a review completed in June 2026, no portion of REU's electric service territory is located within CPUC Tier 2 (Elevated) or Tier 3 (Extreme) High Fire-Threat Districts. The nearest Tier 2 designation is located approximately 2 to 3 miles east of Roseville near the Granite Bay wildland-urban interface.

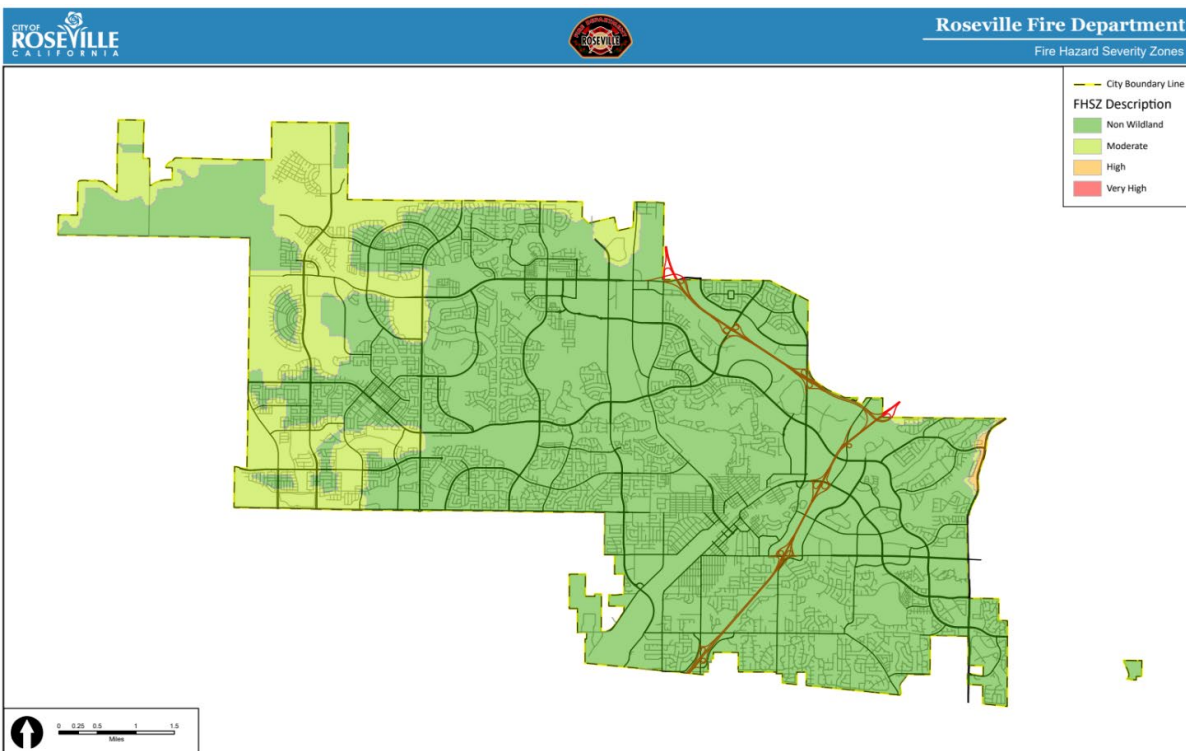
Separately, the Office of the State Fire Marshal (OSFM) issued updated 2025 Fire Hazard Severity Zone (FHSZ) maps for Local Responsibility Areas (LRAs). On February 10, 2025, the City of Roseville received its official FHSZ designations pursuant to Senate Bill 63 and California Government Code §51179. These designations identify:

High FHSZ: Portions of Dry Creek, Secret Ravine, and the riparian preserve west of Fiddymont Road.

Moderate FHSZ: Additional open-space corridors, including Pleasant Grove Creek and Linda Creek, as well as scattered parcels along Roseville's western urban fringe.

Unlike the CPUC HFTD classifications, which are utility wildfire risk designations, FHSZ classifications identify the inherent wildfire hazard of an area based on physical and environmental conditions. Although these mapped areas do not create additional regulatory requirements for REU, they inform the utility's wildfire mitigation strategy and support enhanced internal monitoring, inspection, and vegetation management activities for overhead electric facilities located within or adjacent to these corridors.

FIRE HAZARD SEVERITY ZONES (*hazard* rather than *risk* designations)



HFTD vs. FHSZ

PUC § 8387(b)(2)(K)

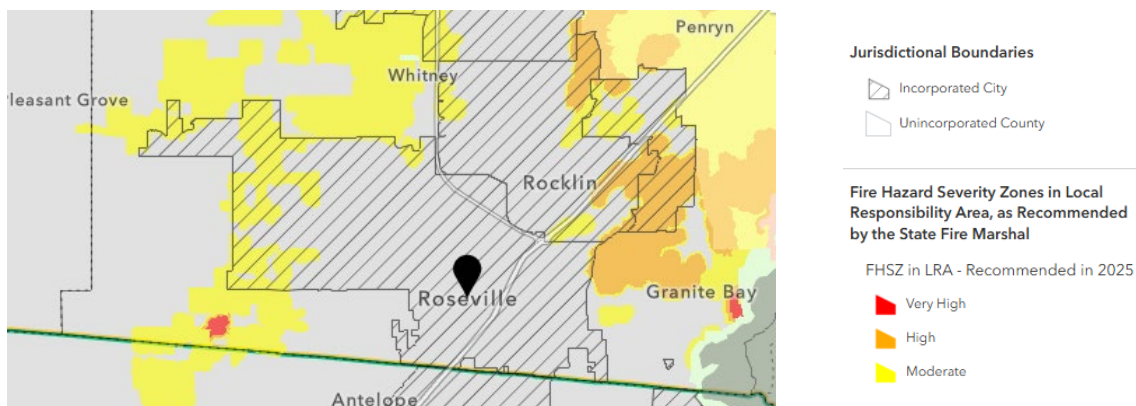
Public Resource Code 4202; The State Fire Marshal shall classify lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The Fire Hazard Severity Zone map evaluates “hazard,” not “risk”. The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “Risk” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

The zones are used for several purposes including to designate areas where California’s defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

The California Public Utilities Commission (CPUC) sponsored map, known as “CPUC High Fire Threat District Map” (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

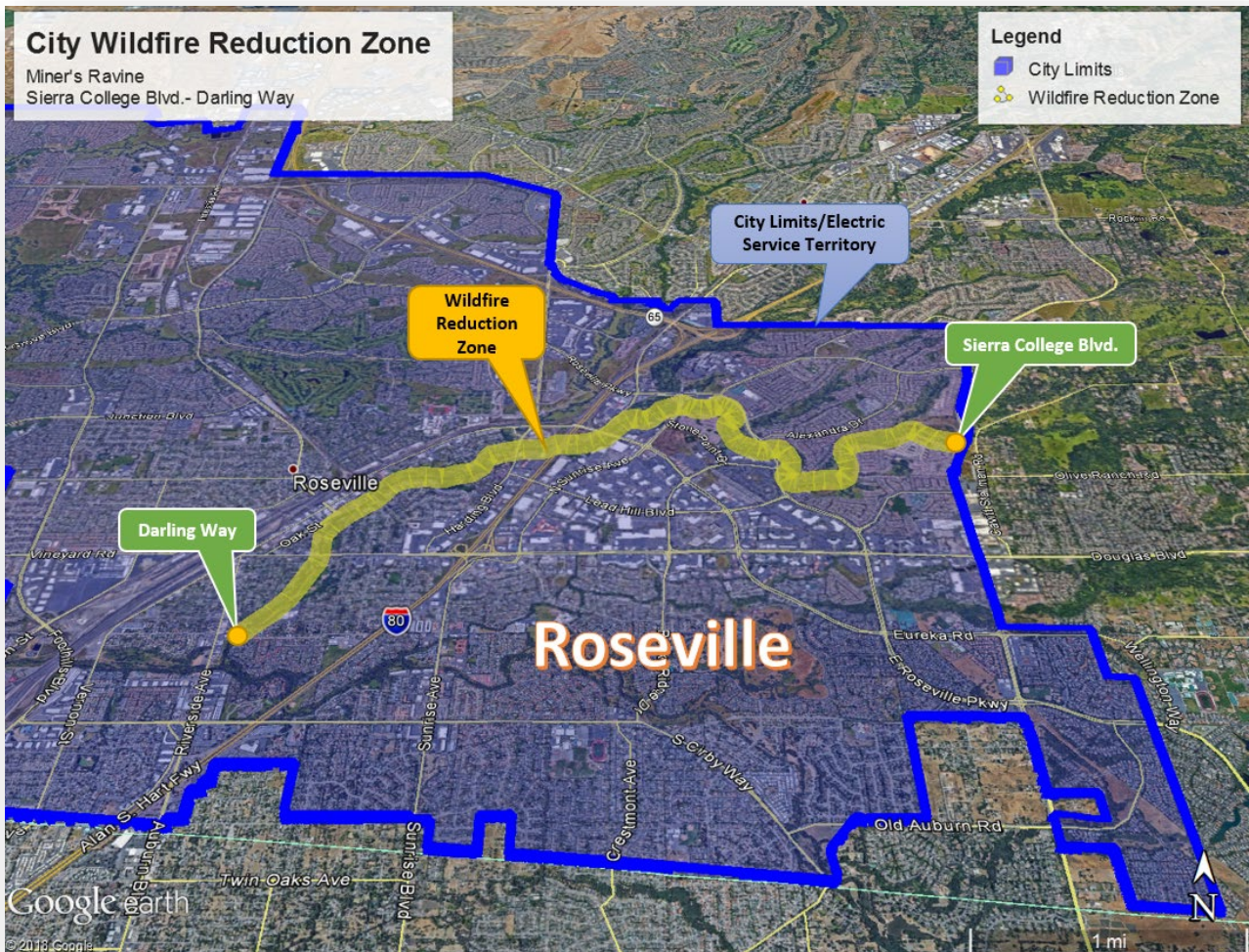
Roseville is in a Local Responsibility Area (LRA), meaning the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of a Local agency (city, county, city and county, or district).



City Wildfire Reduction Zone

The area designated as the “City Wildfire Reduction Zone” (WRZ) incorporates a specific section of Miners Ravine that runs through a portion of the city. This is a **self-designated** area (mostly an open space area) that has increased precautionary measures for electric utility inspections and fire-prevention maintenance actions.

City Wildfire Reduction Zone



For reference:

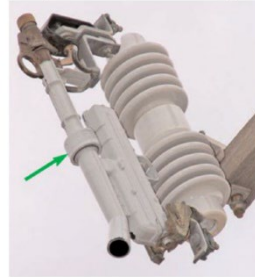
- CPUC Tier 2/Tier 3 HFTD = **utility wildfire risk maps**
- OSFM FHSZ = **wildfire hazard maps**
- LRA = **fire protection jurisdiction**

Grid Hardening

Roseville adopted a Cal Fire approved expulsion proof fusing for all overhead transformer assets within the WRZ, which are ideal for areas prone to grass fires with the goal of wildfire-risk reduction.

The S&C Fault-Tamer Fuse Limiter is a drop-in replacement for a standard overhead cut-out that merges an expulsion fuse link with a sand-filled, high-speed current-limiting element inside one sealed tube. Designed for distribution systems and interrupting currents up to 100 kA, it mounts on the existing hinge without structural changes. During low-energy faults the expulsion link blows and the tube drops open for visual isolation; during severe faults the current-limiting core quenches the arc in less than half a cycle, so no molten particles or sparks are expelled—earning “Spark Production Class A” certification and virtually eliminating fuse-related ignition sources in open-space corridors and the Wildfire Reduction Zone.

Expulsion Proof Fusing

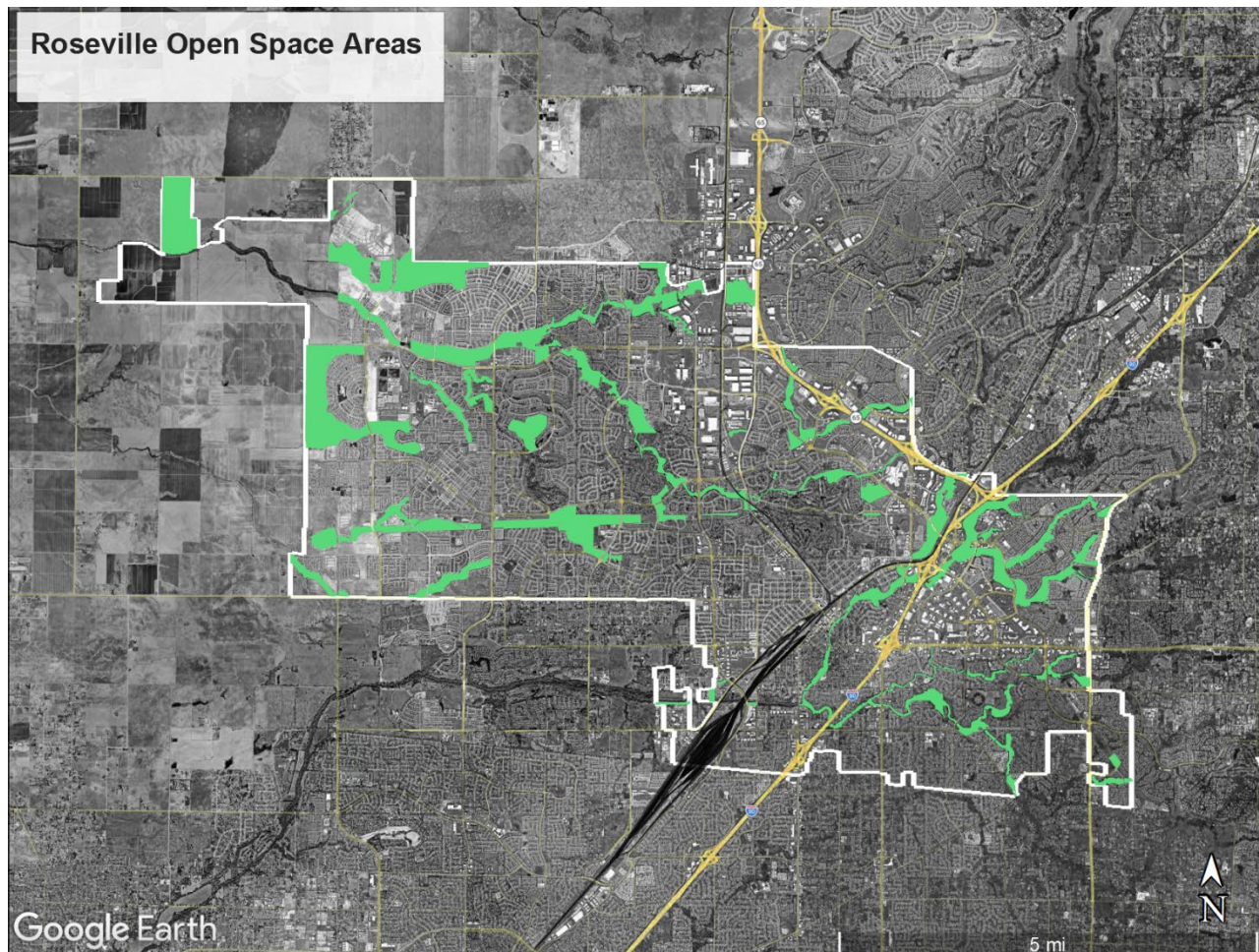


S&C Fault Tamer Fuse - Closed



S&C Fault Tamer Fuse - Open

In 2025, this project was expanded to include the replacement of all overhead transformer fusing located in the City's open-space areas with expulsion-proof fusing.



Design and Construction Standards

Roseville Electric Utility's electric facilities are designed and constructed to meet or exceed the relevant Federal, State, or industry standards. REU treats CPUC General Order (GO) 95 and GO128 as a key industry standard for design and construction standards for overhead and underground electrical facilities. REU meets or exceeds all standards in GO95, GO128, and GO165. For example, if a wood pole in Roseville passes an intrusive test, Roseville will perform another intrusive test in roughly five years, instead of the 20-year maximum allowed by CPUC General Orders. Additionally, REU monitors and follows, as appropriate, national and/or California Electric Safety Codes. In the self-designated City Wildfire Reduction Zone, Roseville has installed Cal Fire approved fault-tamer equipment, which is intended to result in no sparking on the ground should a fault occur.

Vegetation Management

PUC § 8387(b)(2)(H)

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 (HFTD), which do not apply to Roseville; however, REU's goal is a more effective separation distance by increasing the trim around primary lines to 10-feet at the time of the trimming. Internal staff review has shown that this approach to high-voltage vegetation management in Roseville has historically proven beneficial in preventing the REU electric system from starting wildfires.

REU utilizes two overhead (aerial) voltage levels: 12kV and 60kV. Per GO 95, Rule 35, Table 1, the radial clearance of bare line conductors from vegetation in an HFTD is 48 inches (18 inches for 12kV in non-HFTD). Roseville tree contractors exceed this separation distance by increasing the trim around primary lines to 10 feet in order to obtain a more effective clearance. 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.

Vegetation includes trees, brush, weeds, grass and other plants.

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

GO95 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

Note: These are not regulatory clearance requirements that must always exist. Rather, they are initial pruning targets intended to help a utility remain compliant with the mandatory Rule 35 clearances until the next maintenance cycle.

Tree Pruning

REU utilizes industry-recognized vegetation management practices consistent with the American National Standards Institute (ANSI) A300 *Tree Care Operations – Standard Practices for Tree Pruning*, applicable California Occupational Safety and Health Administration (Cal/OSHA) requirements, and relevant California Public Utilities Commission (CPUC) regulations. All personnel, equipment, and tools used for vegetation management activities comply with the requirements established in ANSI Z133, *Safety Requirements for Arboricultural Operations*, which governs the pruning, trimming, maintenance, repair, and removal of trees and brush clearing activities. REU typically contracts these services to qualified professional tree contractors.

Directional pruning methods are used to encourage trees to grow away from electric lines. Sometimes the situation requires pruning only one side of the tree, pruning one side more than the other, or pruning just the middle of the tree. These variations are known as side pruning, slope pruning or “V pruning.” Trees may appear unbalanced at first, but a healthy tree will cope with the changes, and its appearance will soften over time.

The primary pruning of deciduous trees is typically during the dormant season. Damaged trees, or those that constitute health or safety hazards, are pruned at any time of the year as required. All pruning cuts are usually made to lateral branches. Clearing of vegetation around poles and equipment is also performed.



Side
Pruning



Slope
Pruning



V-Pruning



Crown reduction
(when necessary)

Priority for Trimming

Routine tree-trimming priorities are based on the total number of customers potentially impacted due to a tree/vegetation event:

1. 60KV sub-transmission facilities,
2. 12KV distribution facilities,
3. 12KV distribution taps (down-stream of fuses).

Other priorities include:

1. Trees/Vegetation in contact with primary wire (Burners),
2. Trees/Vegetation within 18 inches of contact with primary conductor,
3. Trees/Vegetation within 10 feet of primary conductors and based on the growth rate of species,
4. Trees/Vegetation in contact with secondary conductors.

Firebreaks and Weed Abatement

REU firebreak clearances are utilized in open-space areas for structural protection of power poles. Firebreak clearances are applicable within an imaginary cylindroid space surrounding each pole on which a switch, fuse, transformer or lightning arrester is attached and surrounding each dead end or corner pole unless such pole is exempt from minimum clearance requirements by provisions of California Code of Regulations Title 14 CCR 1255 or PRC 4296. The radius of the cylindroid is 3.1 m (10 feet) measured horizontally from the outer circumference of the specified pole. Flammable vegetation and materials located wholly or partially within the firebreak space is treated as follows:

- a) At ground level – remove flammable materials to bare mineral soil, including but not limited to, ground litter, duff and dead or desiccated vegetation that will allow fire to spread, and;
- b) From 0-2.4 m (0-8 feet) above ground level – remove flammable trash, debris or other materials, grass, herbaceous and brush vegetation. All limbs and foliage of living trees are removed up to a height of 2.4 m (8 feet).
- c) From 2.4 m (8 feet) to horizontal plane of highest point of conductor attachment – remove dead, diseased or dying limbs and foliage from living sound trees and any dead, diseased or dying trees in their entirety.

To support fuel reduction efforts and maintain safe clearances in designated open-space areas, REU utilizes chemical vegetation management methods, as needed. Treatments around the base of utility poles in these areas include the application of pre-emergent and post-emergent herbicides to control both emerging and existing vegetation.

Chemical treatments are typically performed on a biennial basis at each location, with alternative vegetation control methods, such as string trimming (weed eating), utilized during the intervening year. These vegetation management activities are typically performed by a qualified contractor in accordance with applicable environmental, safety, and regulatory requirements. Following treatment, application records are submitted to REU for documentation and recordkeeping purposes.

Responsible Parties

REU relies on Subject Matter Experts (SMEs) in order to utilize their expertise to assist in Plan review and/or individual recommendations for specific Plan items. This includes consulting with the following City positions as needed:

- Roseville Fire Department, Fire Division Chief – position requires eight years of increasingly responsible experience in municipal fire suppression duties, including five years of supervisory responsibility at the Fire Captain level or higher.
- Roseville Urban Forester – requires three years of professional experience performing assessment and maintenance of trees in an urban environment, including one year of lead responsibility and training from an accredited college or university in urban forestry, biology, environmental science, ornamental horticulture or a related field.
- Park Planning and Development Superintendent – position requires training from an accredited college or university with major course work in landscape architecture, park planning, construction management.

REU personnel that manage and execute the electric utility Vegetation Program:

- Electric Utility Director, Chief Operating Officer and Assistant Electric Utility Director (Operations) – the Utility Director plans, organizes, directs and reviews the broad activities and operations of the Electric Department including distribution, generation, planning, retail and administrative services. This position coordinates assigned activities with other departments and outside agencies and provides highly responsible and complex administrative support to an Assistant City Manager.
- Electric Operations Manager – the Operations Manager plans, organizes, directs, and coordinates the activities of electric distribution operations within the Electric Utility Department including installation, construction, operation and maintenance of the electric utility distribution system to include substations, warehousing, and metering; coordinates operation and maintenance activities with other sections, divisions, departments or outside agencies and utilities; and provides highly responsible technical support to the Assistant Electric Utility Director. Position requires five years of increasingly responsible experience in electrical systems construction, maintenance and repair work, including two years of supervisory responsibility.
- Electric Operations Supervisor – the Operations Supervisor plans, organizes, directs and supervises electric operations within the Electric Utility Department. The position may be assigned to one or more of the following electric utility operational areas: line construction and maintenance, troubleshooting, metering, dispatch, warehouse, vegetation management, or street lighting. This position requires three years of increasingly responsible experience in electric utility systems operations, construction, maintenance and repair work; including one year providing technical and functional supervision over assigned personnel.
- Tree-Trimming Contractors – most of REU's tree pruning/vegetation management work is performed by an outside tree-trimming contractor but may be performed by REU crews as needed. The contractor work consists of furnishing all labor, supervision, training, methods, tools, fuel, disposal of brush/chips and equipment necessary to accomplish the vegetation management work. The contractor crew must be qualified and able to perform all high-voltage energized line clearance tree trimming work utilizing

an aerial device, such as a bucket truck, or by climbing. In addition to certified tree workers, the contractor must also employ a certified arborist.

The REU contractor typically patrols all City owned overhead power lines annually. Tree-trimming schedules are prioritized based on the level of corrective maintenance action needed. The contractor will also respond to service order requests and other maintenance work requiring tree/vegetation trimming or removal at the direction of REU management.

Work Review

Contractor trimming work includes the use of hand saws, pruners, pole saws, hand pruners, wood chippers, axes and wedges, and chain-saws. Most work is performed by a crew utilizing a variety of vehicles and equipment including bucket trucks and woodchippers. REU regularly reviews and inspects the equipment the contractor intends to use as well as the work performed. A supervisor provided by the contractor is required to perform safety inspections and perform training as needed to assure the safety of contractor's personnel. All contractor trimming or pruning work near high voltage distribution and transmission lines are performed by a certified and qualified line clearance tree trimmer.

Record Keeping

A complete record of all tree work is maintained by the contractor and REU. Line clearance tree trimming records include the type of tree work performed, date, species, and location.

Property Owner Notification

Property owners are typically notified a minimum of 24 hours prior to trimming on private property. Door hangers are left at each location or with the occupant of the property. A "Letter of Understanding" must be signed by the property owner prior to removal of any tree (unless an emergency condition exists). Public notification may not be required for emergency call-out work.

Emergency Work

Emergency vegetation trimming/removal work is performed for the safety of the public, REU employees and the safety/reliability of the REU electric system. Emergency work may be performed by REU employees or outside contractors, or through Mutual Aid Agreements. Standard notifications may not be issued for emergency work depending on the severity of the issue.

Inspections

PUC § 8387(b)(2)(I)

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 performs a detailed-type inspection within the City Wildfire Reduction Zone on an annual basis, as stated in the Wildfire Reduction Zone Inspection and Maintenance Program [5].

The inspection target is to be completed annually before the start of fire season each year. Intrusive-type inspections will be performed approximately every five-years as per the standard Distribution Inspection and Maintenance Program. The inspection process is unchanged during high-risk and red flag days.

Note: if Roseville Electric Utility employees find a facility that needs repair but is not owned by the Utility, REU will send the facility owner a notification (Safety Hazard Notification or SHN) so that the correct party can make the required repairs.

Undergrounding Policy

Roseville's development review, engineering, and utility design processes result in new residential and commercial developments being served by underground electric infrastructure. REU incorporates electric infrastructure design into project entitlements, civil improvement plan review, and utility construction approvals, making underground systems the standard for modern development within its service territory. This longstanding practice has materially reduced wildfire exposure by limiting the expansion of overhead distribution infrastructure as the community grows. Consequently, REU's overhead system is largely confined to legacy facilities, while most newer service areas are supplied by underground infrastructure.

Reclosing Policy

PUC § 8387(b)(2)(F)

Roseville Electric Utility's electric system 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.

Public Safety Power Shutoff (PSPS)

Protocols for de-energizing portions of the electrical system are selected according to the specific need, nature and severity of each incident. Because Roseville Electric Utility (REU) is not directly interconnected with investor-owned utilities (IOUs), its customers are not subject to IOU-initiated Public Safety Power Shutoff (PSPS) events. Although REU has never needed to implement a PSPS within its service territory—and does not anticipate doing so—the utility maintains a comprehensive plan should load curtailment become necessary. In such a scenario, REU would invoke the emergency procedures detailed in various emergency plans, including activation of the City and Electric Department Emergency Operations Centers, execution of emergency communications and public-information protocols, coordination of mutual-assistance resources, and special consideration for critical and at-risk customers. REU may also be requested to cut power by emergency service providers including by firefighters to protect the safety of first responders.

Working alongside the City's Police and Fire Departments, REU has also developed a service-restoration priority list that may be applied to guide any required load-shedding actions:

HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
 Hospitals, Civic Center, NCPA, public-safety comms.	 Potable water plant	 Grocery stores & food warehouses
 Police/Fire dispatch, jail, courthouse, at-risk populations	 Fuel distribution sites	 Restaurants
	 Solid Waste & Wastewater	 School, theaters & churches (assembly and cooling centers)

De-energization

PUC § 8387(b)(2)(G)

Roseville Electric Utility has the authority to preemptively shut off power due to fire-threat conditions (i.e. a PSPS), 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 listed above.

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. REU will also work closely with other utility partners, BANC, CAISO, and public safety partners to minimize impacts to Roseville residents and REU customers.

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.

8. RESTORATION OF SERVICE

PUC § 8387(b)(2)(M)

Electric Outage Restoration Procedure

REU has procedures for electric outage restoration [6]. The purpose of these procedures are 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.

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.

Outage Notification Procedure for Electric Dispatch

REU establishes broad power outage notification procedures [7] that is adhered to by all REU Electric System Dispatchers involved in the notification process for scheduled and unscheduled power outages. 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 are divided into 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

Priorities:

1. Physical safety of employees and the public
2. Integrity and reliability of the power system
3. Protection of equipment
4. Service to the customer

9. PLAN EVALUATION

PUC § 8387(b)(2)(E) & (N)(I, II, III)

Metrics for measuring plan performance

Roseville Electric Utility will track the following metrics.

Metric 1: Fire Ignitions

For purposes of this metric, a wildfire 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

REU will track the number of distribution wire-down events occurring within its service territory. For purposes of this metric, a wire-down event includes any instance in which an electric primary distribution conductor falls to the ground or onto a foreign object. This metric will not be normalized to exclude unusual events, such as severe weather conditions. Instead, REU will supplement the metric with a qualitative description of any extraordinary circumstances that may have contributed to the event.

Metric 3: Completed WRZ Inspections

REU will track the percentage of scheduled inspections completed within the Wildfire Reduction Zone (WRZ). The objective of this metric is to achieve 100 percent completion of all scheduled inspections within the established inspection cycle, ensuring wildfire prevention measures are consistently implemented in areas of elevated wildfire concern.

Metric 4: Completed FHSZ Inspections

REU will track the percentage of scheduled inspections completed within the Fire Hazard Severity Zones (FHSZ). The objective of this metric is to achieve 100 percent completion of all scheduled inspections within the established inspection cycle, ensuring wildfire prevention measures are consistently implemented in areas of elevated wildfire concern.

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 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 deficiencies.

Monitoring the Effectiveness of Inspections

Roseville Electric Utility uses General Orders 95 (GO95), 128 (GO128) and 165 (GO165), respectively as its minimum 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. Inspections are recorded in our Computer Maintenance Management System and regularly monitored by REU management and our preventative data system technician.

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 CMMS and, in the interest of transparency, 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. In addition to the regular staff meetings, a report for any inspections left outstanding is typically run at least once a year.

Spot Checks for Inspection Effectiveness

In addition to scheduled inspections performed by field personnel, Roseville Electric Utility (REU) utilizes spot-check procedures as a quality assurance measure to verify the effectiveness and consistency of its asset inspection program. Supervisors or designated staff periodically conduct random reviews of completed work orders or previously inspected assets and compare field conditions against documentation maintained in the CMMS and associated work records. This independent validation process helps ensure inspection standards are consistently applied, promotes accountability, and identifies potential training, documentation, or procedural deficiencies.

10. Key Wildfire-Mitigation Targets

PUC § 8387(b)(2)(D)

Because the majority of REU's electric system is underground and none of its facilities are located within California Public Utilities Commission (CPUC) Tier 2 or Tier 3 High Fire-Threat Districts, REU's overall wildfire risk exposure is inherently low. Accordingly, mitigation efforts are focused on three key areas: (1) maintaining the safety and reliability of the limited overhead infrastructure, (2) preserving the City-designated Wildfire Reduction Zone (WRZ), and (3) ensuring that both contracted and in-housework consistently meets REU's established standards.

Key Wildfire-Mitigation Targets

Program Category	Activity / Project	Completion Target	Estimated Cost
1. Grid Design & System Hardening	Maintain Cal Fire-approved "Fault Tamer" expulsion-proof fusing on all overhead transformers in WRZ	100% annually	Included in Ops. budget
2. Vegetation Management	Trim all scheduled overhead circuits to approx. 10-ft clearance at time of trim; perform scheduled firebreak/weed-abatement treatments around poles in open-space areas	100% 3-year cycle	\$1.29M (FY '26/'27) – Year 2 \$1.34M (FY '27/'28) – Year 3
3. Inspection & Maintenance	Detailed annual inspection of all scheduled overhead assets in the FHSZ and WRZ	100% annually	Included in Ops. budget
4. Inspection & Maintenance	Intrusive pole tests (5-yr cycle)	100% cycle due annually	Included in Ops. budget
5. QA/QC Protocol	Perform spot-check of tree contractor work	5% spot-check quarterly	Included in Ops. budget
6. Workforce Training & Capacity	Conduct WMP review training; certify new hires on WMP procedures	100% annually / 100% for new employees	Included in Ops. budget
7. Emergency Ops	Annual refresh of critical facility contact list and de-energization protocols	100% annually	Included in Ops. budget

11. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) required 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 the initial Wildfire Mitigation Plan. The independent evaluator issued a report that was posted to the City's website and presented to City Council at a public meeting to ensure best practices were implemented based on the risk assessment of the electric utility system.

12. WMP PLAN APPROVAL PROCESS

The typical process for Wildfire Mitigation Plan approval is as follows:

1. The WMP undergoes an internal review that includes associated policies, procedures and tasks associated with wildfire mitigation efforts, plans and procedures. The review may include senior operations personnel, administrative, compliance and government relations staff. Training needs are included in the review to ensure employees understand their role in maintaining compliance.
2. During the review process, new or additional wildfire mitigation items may be assessed and added or deleted to an electric operations budget or engineering rehabilitation budgets. These items are typically budgeted for the next fiscal year. Funding undergoes several approval processes, both internally in the Electric department – which requires Director approval - and then at the City level, which requires City Management approvals. When complete, the budget then moves to a public process at City Council, which reviews and authorizes the final approval. The financial budgeting process is publicly available to all Roseville customers. Should an unexpected and/or unbudgeted mitigation expense become necessary, the expense will typically be funded from an existing approved electric department budget.
3. Once staff has reviewed the Plan, an independent auditor may be chosen to make an impartial review of the Plan, policies and procedures as well as compliance with current regulations. Adjustments are made to the next version of the Plan during this process until the auditor and the City are satisfied that all statutes have been met. When ready, the Plan is posted on the City website and available in print for public review and comment. The final part of the process includes City Council approval for use.

13. REFERENCES

- [1] REU, EOP 2.0, *REU, EOP 2.0 Operations Standby Policy*.
- [2] "National Oceanic and Atmospheric Administration," [Online].
- [3] "California's Fourth Climate Change Assessment," [Online]. Available:
<https://www.energy.ca.gov/sites/default/files/2019-07/Statewide%20Reports-%20SUM-CCCA4-2018-013%20Statewide%20Summary%20Report.pdf>.
- [4] "California Public Utilities Commission," [Online]. Available:
<https://www.cpuc.ca.gov/firethreatmaps/>.
- [5] REU, EOP 1.07, *REU, EOP 1.07 Wildfire Inspection and Maintenance Plan*.
- [6] REU, SOP 6.01, *REU, SOP 6.01 Electric Outage Restoration Procedures*.
- [7] REU, SOP 6.02, *REU, SOP 6.02 Outage Notification Procedures*.
- [8] REU, SOP 6.02A, *REU, SOP 6.02A External and Internal Outage Notification Procedures*.
- [9] E. 1. D. I. a. M. P. REU.
- [10] BANC, "Balancing Authority of Northern California," [Online]. Available:
<http://www.thebanc.org/>.
- [11] WAPA. [Online]. Available: <https://www.wapa.gov/About/Pages/about.aspx>.

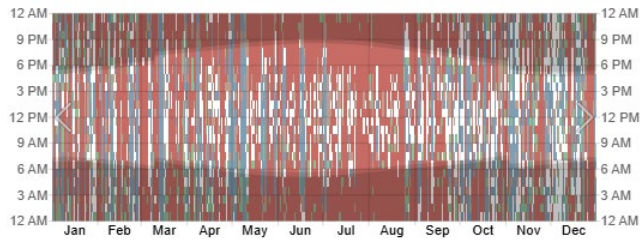
14. DOCUMENT REVISION

Year	Document Section	Change Description
2025	All	Modified document to include additional/clarifying language in various locations, including charts and graphs / Updated data to current numbers (customers, etc.)
2026	All	Document updates including maps and charts / Updated data to current.

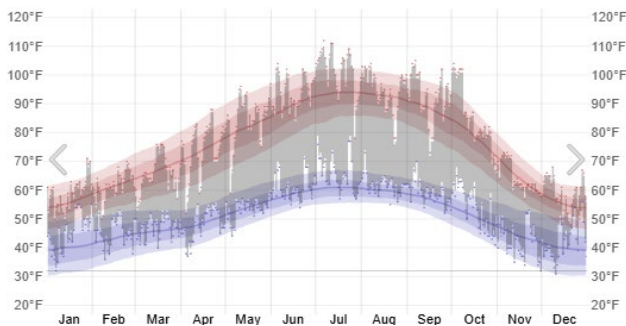
Appendix A – Average Temperatures and Wind Speeds in Roseville

*data from: www.weatherspark.com

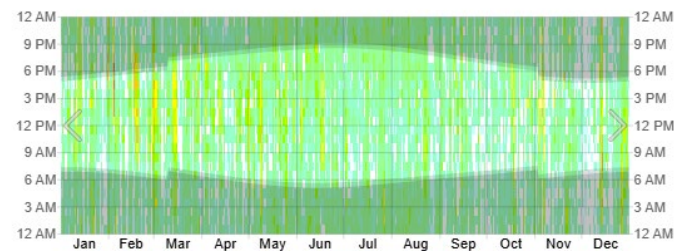
Hourly Wind Direction in 2024 in Roseville



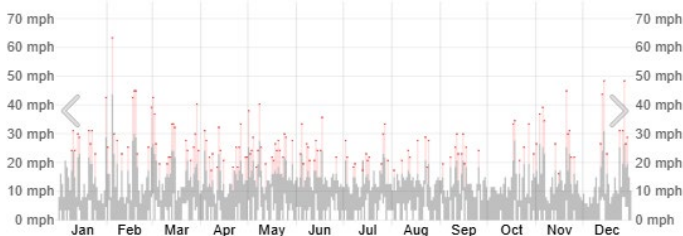
Temperature history in 2024 in Roseville



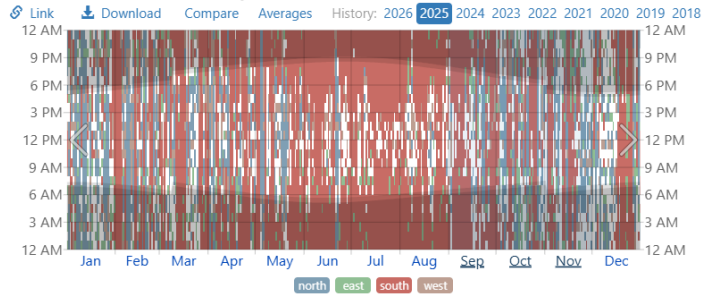
Hourly Wind Speed in 2024 in Roseville



Wind Speed in 2024 in Roseville

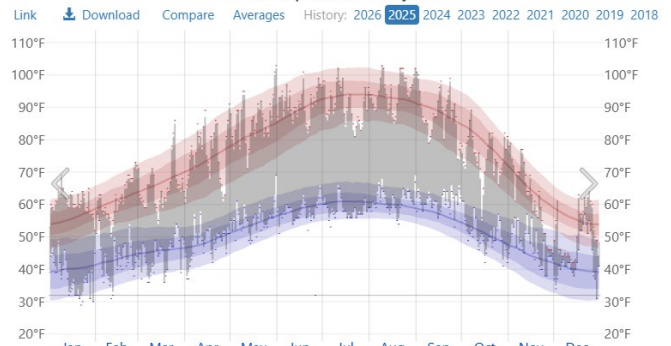


Hourly Wind Direction in 2025 in Roseville



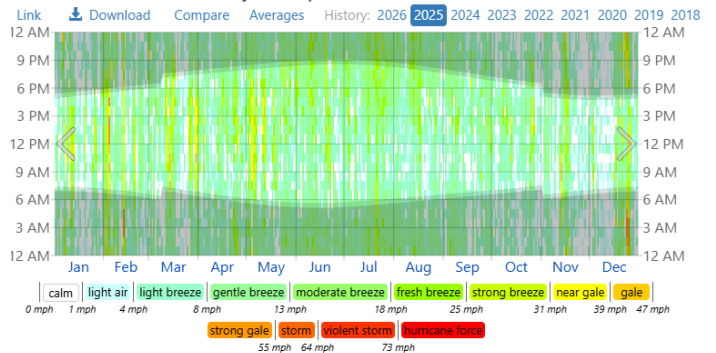
The hourly reported wind direction, color coded by compass point. The shaded overlays indicate night and civil twilight.

Roseville Temperature History 2025



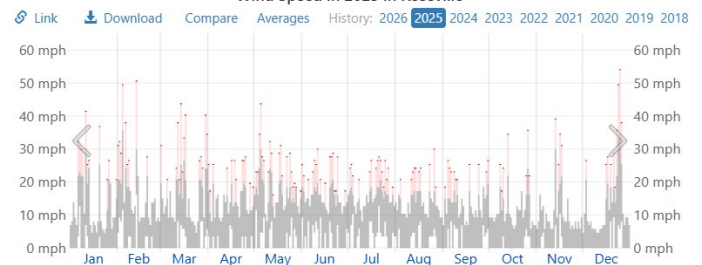
The daily range of reported temperatures (gray bars) and 24-hour highs (red ticks) and lows (blue ticks), placed over the daily average high (faint red line) and low (faint blue line) temperature, with 25th to 75th and 10th to 90th percentile bands.

Hourly Wind Speed in 2025 in Roseville



The hourly reported wind speed, color coded into bands according to the Beaufort scale. The shaded overlays indicate night and civil twilight.

Wind Speed in 2025 in Roseville



The daily range of reported wind speeds (gray bars), with maximum gust speeds (red ticks).

---- END OF DOCUMENT ----

Title:	Electric Generation Vapor Compressor – Sole Source Purchase Order
Contact:	Nathan Ribordy, Steve Hancock 916-746-1673, 916-774-5631 nribordy@roseville.ca.us, sjhancock@roseville.ca.us

SUMMARY

Staff recommends approval of a Sole Source Purchase Order with American Compressor Company in the amount of \$341,314.92 to provide two (2) Howden Roots manufactured rotary lobe vapor compressors for onsite backup inventory replacing the prior backup inventory which are now in service. Funding is included in the Electric Department's Fiscal Year 2026-27 budget in the Electric Fund.

RECOMMENDATION

Staff recommends that the City Council approve a sole source purchase order with American Compressor Company for two Howden Roots manufactured rotary lobe vapor compressors.

BACKGROUND

The Roseville Energy Park (REP) uses a Zero Liquid Discharge (ZLD) system to process waste streams and reduce liquid waste. Rotary lobe vapor compressors are used in the ZLD to increase the efficiency of the process. The ZLD vapor compressors are exposed to high chlorides content water, high temperatures and continuous service. These operating conditions cause erosion and other maintenance issues which staff contends with regularly. The current vapor compressors have been replaced with the backup stock of compressors. The requested vapor compressors will replace the backup stock which are now in use. This backup stock of compressors will be ready to install as needed without any extended wait times.

The rotary lobe vapor compressors that are installed are Howden Roots Model 1216 RGS. American Compressor Company is the sole factory authorized distributor of the vapor compressor model used in the REP Zero Liquid Discharge process. Because of this, staff recommends the approval of Sole Source purchase of two rotary lobe vapor compressors from American Compressor Company.

FISCAL IMPACT

The total cost of services will not exceed \$341,314.92. Funding is included in the Electric Department's Fiscal Year 2026-27 budget in the Electric Fund.

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. (CEQA Guidelines §15061(b)(3)). The approval of this sole source purchase order with American Compressor Company meets this requirement and is not subject to CEQA. No additional CEQA review is necessary.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Nathan Ribordy, Power Generation Superintendent
Steve Hancock, Senior Electric Business Analyst

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Sole Source - American Compressor - Signed CAO
2. Quote
3. Sole Source Letter

REVIEWERS:

Steve Hancock, Electric Department - Financial & Administrative	Created/Initiated - 8/26/2026
William Forsythe, Electric Department - All	Approved - 8/26/2026
Shawn Matchim, Electric Department - All	Approved - 8/27/2026
Daniel Beans, Electric Department - All	Approved - 8/27/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026



PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Roseville Electric REP

Division: Generation

Name of Requestor: Eddie Vasquez

Extension: 1683

Total Dollar Amount: \$341,314.92

Vendor Name: American Compressor

Sole Source forms are not required for purchases less than \$5,000

DEFINITIONS: **Sole Source** means that there is only one vendor who can provide the required good or service; or there may be more than one available vendor for a particular good or service; however, a **sole vendor** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

- ☒ **Standardization:** Sole brand goods or services are used in cases where the City requires the good(s) or service(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole brand goods or services may be goods or services which perform a certain function for which no other goods or services are known to exist. *(Explain below)*
- ☐ **Critical Schedule Requirements:** Vendor is able to meet critical schedule requirements. NOTE: This is not available for construction goods or services over the Council limit. *(Explain below)*
- ☐ **Specialized Test Facilities/Equipment:** Vendor is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*
- ☐ **Patented, Copyrighted, or Licensed Good or Service:** The good or service is held under exclusive title, trademark or copyright by a private person or company. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☐ **Distributorship:** Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☐ **Professional Services Over Bid Limit (Requires City Manager and City Attorney approval):** Contracts for professional services not conducive to bidding (including, without limitation, contracts for engineering, architectural, accounting or legal services). Compelling reasons warrant an exception to the competitive procurement process. *(Explain below)*
- ☐ **City-Sponsored Special Events:** Vendor is able to meet the City's strategic needs based on the nature of the special event and the special event is being held at a location in Roseville.

Explanation: (Attach additional pages if needed.)

Previous spare units from American Compressor are worn/damaged beyond repair. This order will be a direct replacement for the current stock of vapor compressors keeping the standardization with the same type and manufacturer of the existing compressors to provide replacement of the current compressors and keep a stock of the same replacement compressors.

ADDITIONAL INFORMATION:

Vendor Name: American Compressor

Phone: 562-944-6188

Contact Person: Tony Piraino

Email Address:

Address: 10144 Freeman Avenue PO Box 2217 Santa Fe Springs, Ca 90670

Define / Describe specific good(s) or service(s): *requiredSpecialized vapor compressor equipment for REP Zero Liquid Discharge system operation**AUTHORIZATION:**

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the vendor identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor): Ediberto Vasquez
Ediberto Vasquez (Jul 31, 2026 14:26:50 PDT)Date: 07/31/2026

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's Office. The City Attorney's Office or Purchasing Office should be the final signature received.

Division Manager Approval

(required for purchases equal to or greater than \$5,000)

Signature (Division Manager): William Forsythe
William Forsythe (Aug 3, 2026 14:46:19 PDT)Date: 08/03/2026***Purchasing Signature is not required if over Council Limit**Nathan Riberty**Purchasing Official Approval**

(required for purchases between \$5,000 – \$74,999.99)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval

(required for purchases equal to or greater than \$75,000)

Signature (Department Head): Dan
Daniel Beans (Aug 4, 2026 09:16:39 PDT)Date: 08/04/2026Signature (City Attorney): [Signature]Date: 8/14/26**City Manager and City Attorney Approval**

(required only for professional services equal to or greater than \$75,000)

Signature (City Manager): _____ Date: _____

Signature (City Attorney): _____ Date: _____

Purchasing Use Only

PR Number: _____ CPA/ PO Number: _____ Dollar Amount: \$ _____

Buyer: _____ City Council Approval Date: _____ Expires: _____



10144 FREEMAN AVENUE
P.O. BOX 2217 • SANTA FE SPRINGS, CA 90670-0213
(562) 944-6188 • FAX (562) 946-8365

Quote

CITY OF ROSEVILLE
ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747-9116
(916) 746-1683

Date	Quote #
7/29/2026	CI6210QT

ATTENTION
EMAIL AVarner@roseville.ca.us
PHONE 916/ 746-1686 SARAH

Rep
A.P.

Description	Qty	Each	Total
Allen Varner / (916) 746-1652			
UNIT 1216 RGS J STM V N PL 71 B L GE SCS LAG	2	155,215.00	310,430.00T
FOB Factory, Estimated availability, 18-20 weeks, ARO			
INBOUND FREIGHT CHARGE		4,369.00	4,369.00T
OUTBOUND FREIGHT CHARGE		2,119.00	2,119.00
MFG Payment Schedule:			
• 30% down with purchase order. (NET 30)			
• 30% upon castings and forgings at MFG's Facility (NET 30)			
• 40% balance due upon delivery. (NET 30)			
Thank you for the opportunity to be of service. If you have any further questions, please contact me.			
Tony Piraino (562) 944-6188		Subtotal	\$316,918.00
		Sales Tax (7.75%)	\$24,396.92
		Total	\$341,314.92



Roots Blowers LLC

900 West Mount Street
Connersville, IN 47331
USA

Tel: +1 765 827 9200
Web: www.RootsBlower.com

July 1, 2025

To: Whom it may concern:

Subject: Roots Authorized Distributor of Roots™ blowers

Roots manufacturer of blowers, compressors and controls is pleased to inform you that American Compressor is the only Roots authorized distributor of Roots blowers for the industrial markets in California. All Roots authorized blower distributors must maintain an inventory of Roots blowers and parts that meet our customers' needs. They have complete shop capabilities where they build Roots blower packages for vacuum and pressure service. All Roots Authorized blower distributors are factory authorized blower warranty repair centers.

In addition, American Compressor's service technicians have been factory trained and certified and they must renew their certificates every two- (2) years. Each year a Roots employee visits each Roots authorized blower distributor to ensure they still meet our high standards of customer service. Please contact American Compressor at 562.944.6188 concerning your Roots blower requirements and rest assured that they will provide the product support that you have come to expect from all the people associated with Roots.

If you have any questions or concerns, please contact me.

Yours sincerely,

Larry Jarboe
Field Service Manager



d: +1 765 827 9305
m: +1 765 265 1901
e: larry.jarboe@rootsblower.com

Title:	Renewable Energy Credits Power Purchase Agreement
Contact:	Petra Wallace 916-774-5510 pwallace@roseville.ca.us

SUMMARY

Staff recommends the City Council adopt the attached resolution authorizing the City Manager, or their designee, to execute the attached Renewable Energy purchase through a long-term Power Purchase Agreement with Shell Energy North America, L.P. The annual cost of the power purchase agreement is \$3,175,000. Future funding will be included in the Electric Department's future Electric Fund budgets and are subject to the approval of City Council. This recommendation has no impact on the General Fund.

RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute the attached 11-year Power Purchase Agreement for 100,000 renewable energy and credits per year with Shell Energy North America, L.P.

BACKGROUND

The State of California's Renewable Energy Portfolio Standard (RPS) mandates that 60% of retail electricity sales come from renewable energy sources by 2030, and 100% carbon-free electricity by 2045. It further mandates 65% of RPS procurement to be derived from long-term contracts of 10 or more years. This long-term policy framework makes procurement of renewable energy and its associated Renewable Energy Credits (RECs) through 2037 consistent with the state's clean energy goals. To support these requirements, Roseville Electric Utility has evaluated various offers from several counterparties. The agreement with Shell Energy North America, L.P. is an eleven-year purchase of Category 1 (PCC1) renewable energy from qualifying renewables facilities located in California. Under this agreement, Roseville will receive 100,000 RECs annually at a fixed price of \$31.75 per REC, with deliveries scheduled from 2027 through 2037. This contract will cover approximately 9% of Roseville's annual PCC1 REC requirement. Payment is due only after the PCC1 RECs have been transferred to and accepted by Roseville.

FISCAL IMPACT

The annual cost of the contract is \$3,175,000 for delivered energy and RECs. Future funding will be included in the Electric Department's future Electric Fund budgets and is subject to the approval of City Council. This recommendation has no impact 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. Approval of this contract meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Petra Wallace, Power Supply and Portfolio Administrator

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-348
2. Purchase Agreement

REVIEWERS:

Petra Wallace, Electric Department - Resource Planning & Generation	Created/Initiated - 8/26/2026
William Forsythe, Electric Department - All	Approved - 8/26/2026
Shawn Matchim, Electric Department - All	Approved - 8/27/2026
Daniel Beans, Electric Department - All	Approved - 8/27/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-348

APPROVING A POWER PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SHELL ENERGY NORTH AMERICA (US), L.P. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, California's Renewables Portfolio Standard (RPS) mandates that 60% of retail electricity sales come from renewable sources by 2030, and 100% carbon-free electricity by 2045; and

WHEREAS, it further mandates 65% of RPS procurement to be derived from long-term contracts of 10 years or more; and

WHEREAS, to support these requirements, staff is recommending the City enter into an 11-year Power Purchase Agreement for the procurement of Renewable Energy Credits which is consistent with the State's clean energy goals; and

WHEREAS, a Power Purchase Agreement, by and between the City of Roseville and Shell Energy North America (US), L.P., 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Executable**Shell Energy North America (US), L.P.**

City of Roseville	Shell Energy North America (US), L.P.
Contract ID:	Contract ID:
Deal Maker: Petra Wallace	Deal Maker: Courtney Anderson/ Kelly Stokes
Phone: 916-774-5510	Phone: 877-504-2491
Email: powersupply@roseville.ca.us	Email: SENA-Confirmations-Power@shell.com

TRANSACTION CONFIRMATION
Long Term Firm Renewable Energy ("PCC1") Sale

This Transaction Confirmation (this "Confirmation") is entered into _____ ("Effective Date"), by and between **City of Roseville, California**, a duly chartered city under the laws of the State of California, which owns and operates a municipal electric utility system engaged in the generation, transmission, distribution, purchase and sale of electric power and energy at wholesale and retail ("Roseville" or "Buyer") and **Shell Energy North America (US), L.P.** ("Shell Energy" or "Seller"), each referred to herein individually as a "Party" and collectively as the "Parties", regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein. Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement, and this Confirmation shall be collectively referred to herein as the "Agreement."

Seller: Shell Energy

Buyer: City of Roseville (WREGIS Account Holder Name: City of Roseville, Organization ID: A301)

Master Agreement: This Confirmation shall be governed by the WSPP Agreement, version dated effective October 31, 2025, promulgated by WSPP, Inc. and the WSPP Agreement Credit Support Addendum ("CSA") dated October 6, 2010 as amended from time to time, (collectively, the "Master Agreement"), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement ("Schedule R"). The Master Agreement, including Schedule R and the CSA, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as "Section R-2.3.4". References in Schedule R to "Renewable Energy Facility" shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, "Product" shall mean Firm Bundled RECs (as defined in Section R-2.3.2 of Schedule R) consisting of energy produced hourly by one or more Projects that is simultaneously bundled with the Renewable Energy Credits ("RECs") generated therefrom, which qualifies as (i) as Portfolio Content Category 1 ("PCC1") (as further defined below), (ii) Long Term Procurement (as further defined below), and (iii) meets the criteria of Section 3204(d)(2)(B)(2.)(ii) of Title 20 Chapter 13 of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities, as adopted by the California Energy Commission on December 22, 2020 that took effect July 12, 2021 (the "CEC Enforcement Procedures").

Environmental Attributes: The only Environmental Attributes conveyed under this Confirmation as part of the Product are Program Attributes (as described in Section 2.4.2 of Schedule R) under the Applicable Program, which for purposes of this Confirmation is the California Renewables Portfolio Standard (as defined in the Definitions section hereof).

Project(s): As used herein "Project" shall mean any facility qualifying as an ERR (as defined in Special Provision (A)(1) below).

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<i>Contract Quantity</i>	100,000 MWh per year.
<i>Contract Price:</i>	The price for each MWh of Product delivered to Buyer (the “ <u>Contract Price</u> ”) is \$31.75 per MWh (i.e., per REC) plus the price for Energy delivered at the Delivery Point determined in accordance with the procedures and rules of the California ISO.
<i>Delivery Term:</i>	Commencing January 1, 2027 through December 31, 2037; provided that the RECs attributable to the Energy generated during the Delivery Term but created after the Delivery Term shall be transferred to and paid for by Buyer in accordance with the terms of this Confirmation.
<i>Delivery Point:</i>	CAISO
<i>Scheduling:</i>	Seller will perform all scheduling and tagging requirements as may be applicable to the transaction(s) contemplated under this Confirmation. These services shall be performed consistent with all applicable CAISO and WECC prevailing protocols. If applicable, Seller shall be the electricity importer for purposes of California Global Warming Solutions Act and associated Cap and Trade Regulations for the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms.
<i>REC Transfer:</i>	Seller shall deliver the Product by transferring the RECs purchased and sold hereunder (through WREGIS) to Buyer’s WREGIS account no later than May 1 st of the year following the year in which the Energy to which such RECs are attributable was generated.
<i>Settlements and Payment:</i>	Seller shall deliver the Product by (i) delivering Energy to the California ISO on behalf of Buyer at the Delivery Point in accordance with the California ISO requirements and procedures and (ii) transferring the RECs, with associated NERC e-Tags (if any) through WREGIS, to Buyer’s (or Buyer’s Designee’s) designated WREGIS account(s). California ISO shall pay Seller directly for the Energy portion of the Product in accordance with the California ISO requirements and procedures and Buyer shall not be required to pay any additional amount to Seller in respect of such Energy. Buyer shall pay the per REC amount of the Contract Price specified above to Seller no later than ten (10) days following receipt of Seller’s invoice subsequent to the transfer of the RECs; provided that if Buyer disputes any portion of such invoice in good faith, Buyer shall pay the undisputed portion within such 10-day period and provide Seller with written notice specifying the basis for the disputed amount. Buyer shall have no obligation to make payment to Seller for RECs until such RECs have been transferred to Buyer's WREGIS account.
<i>Product Delivery Guarantee</i>	The “Product Delivery Guarantee” under this Confirmation shall be governed by the following: (a) Delivery Shortfall. Any portion of the Contract Quantity not transferred to Buyer's WREGIS account by May 1 of the immediately following calendar year shall constitute a "Delivery Shortfall". (b) Remedies. Upon a Delivery Shortfall, Seller shall within fifteen (15) Business Days, at Buyer's election either: (i) deliver to Buyer replacement PCC1 RECs of the same Vintage Year meeting all requirements of this Confirmation including the “Projects” section below, at no additional cost to Buyer; or (ii) pay Buyer the positive difference between the market price for comparable PCC1 LTR RECs, as determined by Buyer acting in a commercially reasonable manner, and the Contract Price, multiplied by the Delivery Shortfall quantity. All amounts under this Section constitute direct damages not subject to any limitation of damages provision herein or in the Master Agreement. (c) Event of Default. Failure to cure a Delivery Shortfall through either the remedies specified under (b)(i) or (b)(ii) above within thirty (30) days of the applicable delivery deadline shall constitute an Event of Default under Section 22 of the Master Agreement, entitling Buyer to exercise all rights and remedies available thereunder; provided that if Seller is diligently pursuing cure and provides Buyer with written notice within such 30-day period describing the steps being taken, such cure period shall be extended by an additional thirty (30) days. By including within this Confirmation a provision for

Executable

a Product Delivery Guarantee by May 1 of the immediately following calendar year, or by exercising the terms authorized under the Product Delivery Guarantee, Buyer does not waive any right to declare an Event of Default for failure of delivery of any portion of the Product after any period throughout the term of this Confirmation.

Projects:

The Product delivered under this Confirmation shall consist of PCC1 RECs sourced from one or more Projects eligible under Section 399.16(b)(1) of the California Public Utilities Code, as set forth in Exhibit A attached hereto.

Change in Generating Facility: Seller may from time to time add, substitute, or remove Projects from Exhibit A by providing Buyer with written notice at least ten (10) business days in advance of the intended first REC delivery from any new or substitute Project; provided that any such Project shall (i) qualify and be certified by the CEC as an Eligible Renewable Energy Resource, (ii) be owned by Seller or subject to a contract held by Seller with a remaining duration of not less than ten (10) continuous years, and (iii) meet all PCC1 and Long Term Procurement requirements applicable to Product under this Confirmation, including those within Section 3204(d)(2) of the CEC Enforcement Procedures. No RECs from any new or substitute Project shall be transferred to Buyer's WREGIS account until Buyer has provided written approval, such approval not to be unreasonably withheld.

**Supporting Information
and Data Reports:**

Seller will provide data and documentation and/or attestations necessary to comply with the reporting requirements requested in Sections 3207(c)(2)(F)-(H) of the CEC Enforcement Procedures, to the extent it is in the Seller's possession or reasonably obtainable by the Seller.

Monthly REC Delivery Report

With each monthly invoice, Seller shall provide a REC Delivery Report including the following:

- The quantity of RECs delivered during the month (in MWh);
- Seller will use commercially reasonable efforts to provide actual Hourly generation of the Project (in MWh), and for any alternate or replacement project that generated the RECs only to the extent such data is available to the seller from the project owner, scheduling coordinator, portfolio manager or other upstream counterparty. If such data is not available for all or any portion of the Project and any alternate or replacement project, not provided upstream, or the Product is sourced from a resource or portfolio sold or allocated to multiple parties without specified hourly distribution, the parties agree that the Seller will provide the Buyer with Seller's proportional annual procurement quantity for the resource and other supporting information reasonably necessary for buyer to use the CEC's published proxy data calculation for the applicable resource technology type;
- The applicable vintage month for each REC; and
- The date of transfer into Buyer's WREGIS Account

All time-stamped data provided by Seller under this Agreement shall be reported in Coordinated Universal Time (UTC). Seller shall comply with any updated reporting requirements and standards issued by the California Energy Commission or California Public Utilities Commission during the Delivery Term.

In the event that the Product being transferred from Seller to Buyer originates from a Project(s) from outside of the state of California, with each monthly invoice, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, each measured by the actual meter data and not scheduled data by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.

**Change in Law
Provisions:**

The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. In the event that:

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(i) the RPS program is superseded by any successor or substantially similar renewable portfolio standard, including without limitation a federal renewable portfolio standard or substantially similar program (each of the foregoing, a “Successor Program”), or

(ii) the Portfolio Content Category requirements are superseded by any successor or substantially similar product, or the like (the foregoing a “Successor PCC1 Product”), or

(iii) the Long-Term Procurement requirements as promulgated in the CEC’s Regulations Specifying Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities adopted on December 22, 2020 that took effect July 12, 2021, are superseded by any successor or substantially similar procurement duration requirement (the foregoing a “Successor LTR Product”) and the Successor Program, Successor PCC1 Product, and/or Successor LTR Product permits the transfer of the Product that is substantially equivalent to the Product purchased before the change described in (i), (ii), or (iii) above, then such Product sold and transferred hereunder from Seller to Buyer shall be deemed “Successor Product”. The Parties will in good faith amend the terms of this Confirmation solely to comply with the requirements for delivery of such Successor Product to Buyer under such Successor Program, Successor PCC1 Product, and/or Successor LTR Product in order to effect the intent of this Confirmation; provided, however, that Seller will take commercially reasonable actions to meet the qualifications of the Successor Program, Successor PCC1 Product, and Successor LTR Product but will not be required to incur any costs in excess of an aggregate amount equal to \$1,000,000 (the “Compliance Cap”) in order to comply with the Successor Program, and Successor LTR Product and the Successor PCC1 Product, collectively. If, after Seller has taken commercially reasonable efforts up to the Compliance Cap, the product generated by the Project is unable to qualify under Successor Program, Successor PCC1 Product, and Successor LTR Product, then Seller shall have the right but not the obligation to incur costs above the Compliance Cap to qualify for the Successor Program, Successor PCC1 Product, and Successor LTR Product only with Buyer’s prior written approval. If after the foregoing, the product generated by the Project is unable to qualify as Successor Product, either Party shall have the right to terminate this Confirmation within sixty (60) days of such event. So long as no Event of Default shall have occurred and be continuing, neither Party shall be liable to the other Party for any damages or costs for such early termination.

In the event that the qualifications or requirements of the RPS program, the requirements for Portfolio Content Category 1, or the requirements for Long Term Procurement change, Seller shall take commercially reasonable actions to meet the amended qualifications or requirements of the RPS program, the requirements for Portfolio Content Category 1, or the requirements for Long Term Procurement but will not be required to incur any costs in excess of the Compliance Cap to comply with the RPS program the requirements for Portfolio Content Category 1, or the requirements for Long Term Procurement, collectively. If, after Seller has taken commercially reasonable efforts up to the Compliance Cap, the product generated by the Project is unable to qualify under the RPS Program, the requirements for Portfolio Content Category 1, or the requirements for Long Term Procurement, then either Seller or Buyer shall have the right but not the obligation to incur costs above the Compliance Cap to qualify for the RPS program, the requirements for Portfolio Content Category 1, or the requirements for Long Term Procurement. If after the foregoing, the product generated by the Project is unable to qualify as RPS, or as PCC1 or as Long Term Procurement, then either Party has the right to terminate the Confirmation within sixty (60) days of such event. So long as no Event of Default shall have occurred and be continuing, neither Party shall be liable to the other Party for any damages or costs for such early termination. The foregoing term shall not relieve the Seller from its obligation to take commercially reasonable efforts to qualify the product generated by the Project under the RPS Program for Portfolio Category 1.

Notwithstanding anything to the contrary in this Section, Seller shall not be entitled to exercise any termination right under this Section unless Seller has first satisfied its obligations to take commercially reasonable actions and incurred commercially reasonable Compliance Costs up to the Compliance

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Cap, to the extent necessary, and, after the foregoing, the product generated by the Project is unable to qualify as Successor Product, unable to qualify as Portfolio Content Category 1, or unable to qualify as Long Term Procurement, as applicable.

Seller shall not exercise any termination right under this Section unless Seller has provided Buyer with at least thirty (30) days prior written notice describing in reasonable detail the basis for such termination, including the commercially reasonable actions undertaken by Seller, the Compliance Costs incurred, and the reasons the product generated by the Project is unable to qualify as Successor Product, Portfolio Content Category 1, or Long Term Procurement, as applicable, together with all supporting documentation reasonably necessary for Buyer to evaluate Seller's determination. During such thirty (30)-day notice period, Buyer shall have the right to review and dispute Seller's determination by providing written notice to Seller. If Buyer timely disputes Seller's determination, the Parties shall meet and confer in good faith to attempt to resolve the dispute, and Seller shall not exercise its termination right unless and until the Parties have resolved the dispute or the dispute has been resolved in accordance with the dispute resolution provisions of this Agreement.

*Compliance
With RPS:*

Seller represents and warrants to Buyer that the purchase and sale of Product pursuant to this Confirmation is a resale and meets the following additional requirements:

- (i) this Confirmation transfers only Energy and RECs that have not yet been generated prior to the effective date of this Confirmation;
- (ii) in connection with the transfer of the Energy and associated RECs that comprise the Product purchased and sold under this Confirmation the Energy transferred by this Confirmation is transferred to Buyer in real-time via sale by Seller to, and purchase by Buyer from, the California ISO;
- (iii) if applicable, the California Renewables Portfolio Standard-eligible energy is scheduled from one or more ERR that are not interconnected to a California balancing authority into a California balancing authority without substituting electricity from another source, and the original hourly or subhourly schedule is maintained; and
- (iv) This Confirmation is consistent with all applicable requirements for "Long Term Procurement" which means all CEC requirements for procurement of ERRs including, but not limited to, Section 3204(d)(2)(B)(2.) of the CEC Enforcement Procedures

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**

(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009].**

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(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-Modifiable. D.11-01-025]**

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-Modifiable. D.11-01-025]**

B. Additional Terms and Conditions

(1) Seller Representations and Warranties:

(a) Seller represents and warrants the following, failure of which by a Defaulting Party under Section 37 of the Master Agreement to have made accurate representations and warranties where such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party shall constitute an Event of Default::

- i. Seller has not sold the Product to be transferred to Buyer to a third party, and hereby transfers all such attributes exclusively to Buyer. Seller shall not make, imply, or retain any environmental or renewable energy claims after the sale, shall remove any existing statements suggesting continued rights to the RECs, and shall comply with all applicable REC program rules.
- ii. Seller shall deliver the Product free and clear of all liens or other encumbrances;
- iii. Seller will deliver to Buyer all energy and associated RECs generated by the Project pursuant to this Confirmation in compliance with all applicable requirements for Long Term Procurement including, but not limited to, Section 3204(d)(2)(B)(2.) of the CEC Enforcement Procedures.

(b) The Product supplied to Buyer under this confirmation will be sourced from ERRs that are under contract with Seller for term of 10 years or more in length as measured from the date of execution of this Confirmation, and otherwise meets the duration requirements specified in Section 3204(d)(2)(B)(2.) of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities, as adopted by the California Energy Commission on December 22, 2020 that took effect July 12, 2021;

(c) the Energy component of the Product produced by a Project and purchased by Seller for resale to Buyer hereunder is not being sold by Seller back to the Project or Project owner; and

(d) the Product meets the requirements set forth in California Public Utilities Code § 399.16(b)(1)(A) and the RPS compliance requirements for Portfolio Content Category 1 in a manner consistent with Section 3203(a) of the RPS Enforcement Regulations for Publicly Owned Electric Utilities, as adopted the California Energy Commission on December 22, 2020 that took effect July 12, 2021.

(2) Buyer Representations and Warranties. Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to facilitate the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

(3) Regulatory. The Parties intend the rates, terms and conditions of service specified in this Confirmation to remain fixed throughout the Term of this Confirmation regardless of any changes in underlying costs that would justify a change in rates under traditional cost of service principles. Neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Confirmation, notwithstanding any subsequent changes in applicable law, its costs of service or market conditions that may occur.

(4) Forward Contract. This Confirmation constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the parties intend to be physically settled and is excluded from the term “swap” as defined in the Commodity Exchange Act under 7 U.S.C. § 1a(47) and Commodity Future Trading Commission and Securities and Exchange Commission regulations under Title 17 of the Code of Federal Regulations Part 1 and Title 17 of the Code of Federal Regulations Parts 230, 240, and 241, respectively.

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(5) Mutual Representations and Warranties. During the Term, each Party represents and warrants to the other that: (i) it is an “eligible commercial entity” and an “eligible contract participant” within the meaning of United States Commodity Exchange Act §§1a(11) and 1a(12), respectively, and this Transaction has been subject to individual negotiation by the Parties.

C. Amendments To The Master Agreement; Additional Provisions

(1) Definitions. The following definitions are amended, added, or otherwise modified in Section 4 of the Master Agreement:

Business Day(s) is amended by adding “or the Friday after the United States Thanksgiving holiday” before the period at the end of the first sentence.

“Governmental Entity” or “City” shall mean a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

Representations and Warranties is amended by replacing the word “CSA” with the word “Master Agreement” throughout the entirety of the definition.

(2) Uncontrollable Forces. Section 10, Uncontrollable Forces, of the Master Agreement is amended for purposes of this Confirmation by:

- (a) inserting “RECs or” before each appearance of the phrase “capacity and/or energy”;
- (b) deleting and replacing the first sentence of the second paragraph with the following: “The following shall not be considered ‘Uncontrollable Forces’: (i) Seller’s cost of obtaining RECs, capacity and/or energy; (ii) Buyer’s inability due to the price of the RECs, capacity and/or energy to use or resell such RECs, capacity and/or energy; or (iii) the loss or failure of Buyer’s markets. Uncontrollable Forces may include the failure or disruption in Deliveries of WREGIS that is not attributable to the claiming Party; however, Seller’s obligation to generate and hold RECs shall continue unaffected, and Seller shall transfer all accumulated RECs to Buyer’s WREGIS account within ten (10) Business Days following restoration of WREGIS functionality.

(3) The sentence “ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED.” in Section 21.1 of the WSPP Agreement is deleted in its entirety and replaced with the following:

“LIMITATION OF DAMAGES. FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES IS THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY FOR THE BREACH SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES AGAINST THE PARTY ONLY AND NOT ITS DIRECTORS, MEMBERS OF ITS GOVERNING BODIES, OFFICERS, EMPLOYEES, OR AGENTS, AND SUCH DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY, NOR ITS DIRECTORS, MEMBERS OF ITS GOVERNING BODIES, OFFICERS, EMPLOYEES, OR AGENTS ARE LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.”

(4) Subsections 34.1, 34.2, 34.3 and 34.4 of the WSPP Agreement are hereby deleted and replaced with the following:

“34.1 Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT.”

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(5) Section 35 of the WSPP Agreement is modified by inserting the following paragraph between the first and second sentences:

“The Parties agree that each Party’s business consists in whole or in part of entering into forward contracts as or with merchants in capacity or energy or RECs, which is presently the subject of dealing in the forward contract trade. The Parties further agree that the transactions entered into pursuant to any Confirmations hereunder (as provided in Article 32 of the WSPP Agreement) are forward contracts involving the sale of capacity and/or energy or RECs, which are presently the subject of dealing in the forward contract trade. No Party shall assert before any court or other governmental authority either that another Party is not, or shall not be treated as, a forward contract merchant or that the transaction entered into pursuant, to any Confirmations hereunder (as provided in Article 32 of the WSPP Agreement) are not, or shall not be treated as, forward contracts under the United States Bankruptcy Code.”

(6) The following phrase is inserted at the beginning of Section 37: “On the date of entering into this Confirmation,”.

(i) Confidentiality. Each Party recognizes that Buyer is subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.) (“CPRA”) and that all communications and documents pertaining to this Confirmation are subject to the disclosure obligations set forth in CPRA. Each Party reserves all rights it may have under CPRA to respond and challenge a request for disclosure of documents and communications pertaining to this Confirmation.

(7) Delivery of Documentation. On the date first written above and as a condition to the obligations of the other Party under this Master Agreement and this Confirmation, each Party shall provide the other party hereto certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by each Party to this Master Agreement.

(8) Entire Agreement; No Oral Agreements or Modifications. This Confirmation, together with the Master Agreement, sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.

D. FERC Standard Of Review; Mobile-Sierra Waiver

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008), and *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).

E. Definitions/Interpretations: For purposes of this Confirmation, the following definitions and rules of interpretation shall apply:

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“CAISO” means the California Independent System Operator, or its successor.

“California Program”, “California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CEC Certification” means, if applicable, the certification by the Certification Authority of the Applicable Program of (i) the creation and characteristics of a REC, (ii) the qualification of a Renewable Energy Facility or a Renewable Energy Source under the Applicable Program, (iii) Delivery of a REC or (iv) other compliance with the requirements of the Applicable Program.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“Vintage Year” means the calendar year in which the applicable RECs were generated.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

Notwithstanding anything contained in the Master Agreement to the contrary, this Confirmation shall only be effective when executed by both Parties.

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

City of Roseville	Shell Energy North America (US), L.P.
By:	DocuSigned by: Martina De Luca
Name: Dominick Casey	By: BE11487DD8094AA
Title: City Manager	Name: Martina De Luca
	Title: Vice President West Sales and Origination

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Exhibit A
Projects

No.	Name of Facility	Fuel Source	Location	CEC ID	WREGIS ID	Seller's Ownership / Contract Type	Remaining Contract Years/ Contract Expiry Date
1	Sandrini Sol 2	Solar	California	64277C	W21518	PPA	Sept 2039
2	Maverick Solar 7, LLC	Solar	California	64332A	W11822	PPA	Dec 2036
3	SunZia Wind North LLC	Wind	New Mexico	65970A		PPA	May 2038
4	SunZia Wind South LLC	Wind	New Mexico	65971A		PPA	May 2038
5	Shell Energy Portfolio Additions	TBD	TBD	TBD	TBD		

Title:	Dry Creek Greenway East Phase 1 Fence and Landscaping Project - Award of Contract and Budget Adjustment
Contact:	Samuel Benjamin 916-746-1305 sbenjamin@roseville.ca.us

SUMMARY

Staff recommends approval of a construction agreement with Ornamental Solutions, Inc. in the amount of \$325,388 for the construction of the Dry Creek Greenway East Phase 1 Fence and Landscaping Project, and approval of a budget adjustment to fully fund the construction and construction management services to closeout the Dry Creek Greenway East Phase 1 Trail Project in the amount of \$760,000 from the Local Transportation Fund. The scope of the Fence and Landscaping project includes construction of an 8-foot-tall steel and redwood fence, landscaping and irrigation along the Dry Creek Greenway East Phase 1 Trail west of Sunrise Avenue. Work is expected to begin in summer 2026 and be completed by early 2027. Staff also recommends approval for change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 15% of the contract price. The project is funded with Local Transportation Funds. No General Fund resources will be used for the project.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to award the Dry Creek Greenway East Phase 1 Fence and Landscaping Project to Ornamental Solutions, Inc. and authorize the City Manager to execute the agreement on behalf of the City of Roseville; and
2. Authorize the City Manager or his designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 15% of the contract price; and
3. Adopt an ordinance to approve a budget adjustment in the amount of \$760,000 to fully fund project construction, and continued construction management of the Dry Creek Greenway East Phase 1 Trail Project.

BACKGROUND

During construction of the Dry Creek Greenway Phase 1 Trail, it was determined that a fence was needed alongside the trail to prevent trail users from unintentionally viewing cultural ceremonies on property owned by the California Rural Indian Health Board (CRIHB). The Public Works Department worked collaboratively with CRIHB staff to address their concerns as well as meet FEMA's regulations for construction of a fence within the floodplain.

The project proposes to construct a flood responsive fence along the south side of the Dry Creek

Greenway East - Phase 1 Trail. Improvements include installation of an 8-foot tall redwood and steel fence, new landscaping and irrigation.

At the June 17, 2026, meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on July 28, 2026, and a total of three bids were received. The following is a summary of the engineer's estimate and the three bids received:

Engineer's Estimate \$681,450.00
Ornamental Solutions, Inc. \$325,388.00
EVT Builders, LLC \$714,966.49
Saenz Landscape Construction \$1,815,776.80

Staff recommend awarding the construction contract to Ornamental Solutions, Inc. and authorizing the City Manager or his designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 15% of the contract price. Staff is requesting the 15% contingency, beyond the typical 10%, because of the close proximity to Dry Creek and the potential for unforeseen conditions within the floodplain.

Although active construction work is complete on the Dry Creek Greenway East Phase 1 Trail Project, staff and the City's construction management team from HDR Construction Control Corporation are continuing to work with the contractor to resolve outstanding issues that arose during construction. These issues largely arose from unforeseen field conditions encountered throughout construction. The most significant challenges encountered to date include the implementation of erosion repairs and responding to environmental and cultural resource sensitivity concerns.

The requested budget adjustment of \$760,000 appropriates funds from the Local Transportation Funds to fully fund project construction, change order authority, construction management, continued construction management of Dry Creek Greenway East Phase 1 Trail Project and staff costs.

Construction of the project is anticipated to begin in summer 2026 and be completed by late fall 2026.

PUBLIC OUTREACH

Public Works staff will continue communicating with the adjacent property owner. Additionally, the Public Affairs and Communications Department will keep the community informed of any relevant project impacts, including potential trail closures. These notifications may include, but are not limited to: signage, email newsletters, website (roseville.ca.gov/PublicWorks), and social media updates.

FISCAL IMPACT

The requested budget adjustment of \$760,000 appropriates funds from the Local Transportation Funds to fully fund Fence and Landscaping construction, change order authority, construction management, continued construction management of Dry Creek Greenway East Phase 1 Trail Project and staff costs. No General Fund resources will be used for construction of this project.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a fence. This activity is categorically exempt from CEQA

as a Class 11 Exemption (State CEQA Guidelines Section 15311). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
5. Support community engagement and advocacy

Respectfully Submitted,
Samuel Benjamin, Junior Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-337
2. Agreement
3. Ordinance 7105
4. Location Map
5. Bid Summary Sheet
6. Notice of Intent to Award
7. CEQA Exemption
8. Faithful Performance Bond
9. Labor and Materials Bond

REVIEWERS:

Samuel Benjamin, Public Works Department - Engineering - City Projects	Created/Initiated - 8/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 8/25/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 8/26/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 9/2/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Clerk Department	Approved - 9/4/2026
Katrina Six, City Clerk Department	Final Approval - 9/4/2026

RESOLUTION NO. 26-337

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ORNAMENTAL SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Dry Creek Greenway East Phase 1 Fence Landscaping Project, by and between the City of Roseville and Ornamental Solutions, Inc., 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.

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 fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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
Ornamental Solutions, Inc., a **Corporation**,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17 day of
June, 2026, approved plans and specifications for the _____
Dry Creek Greenway East Phase 1 Fence and Landscaping Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 28 day of **July**, 2026; 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 2 day of **September**, 2026, 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 _____
Dry Creek Greenway East Phase 1 Fence and Landscaping Project

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 Three Hundred Twenty-Five Thousand Three Hundred Eighty-Eight dollars (\$ 325,388) 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 standard construction specifications, 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 \$ 1,900 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 66 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

Public Works - Engineering
311 Vernon St.
Roseville, CA 95678
916-746-1300

CONTRACTOR

Ornamental Solutions, Inc.
3319 Fitzgerald Road #10
Rancho Cordova Ca 95742
916 827 4766

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

Ornamental Solutions, Inc. _____, a
Corporation _____

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: Eduard Melnichuk Secretary/Treasurer

and

BY: _____
its: Daniil Melnichuk- CEO

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Jason Shykowski

Title: Public Works Director

ORDINANCE NO. 7105

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27
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 2026-27, is hereby amended as listed on the attached budget adjustment for the Dry Creek Greenway East Phase 1 Fence and landscaping Project.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/14/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Samuel Benjamin, Junior Engineer	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Samuel Benjamin, Junior Engineer	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works - Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6587	84001	400022	698,000	Increase Capital Outlay budget for the Dry Creek Greenway East Trail Phase 1 project.
6520	5080	84001	400022	62,000	Increase Internal Project Labor budget for the Dry Creek Greenway East Trail Phase 1 project.
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				760,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4425	84001	400022	760,000	Increase Local Transportation Funds budget for the Dry Creek Greenway East Trail Phase 1 project.
REVENUES/TRANSFERS IN TOTAL				760,000	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

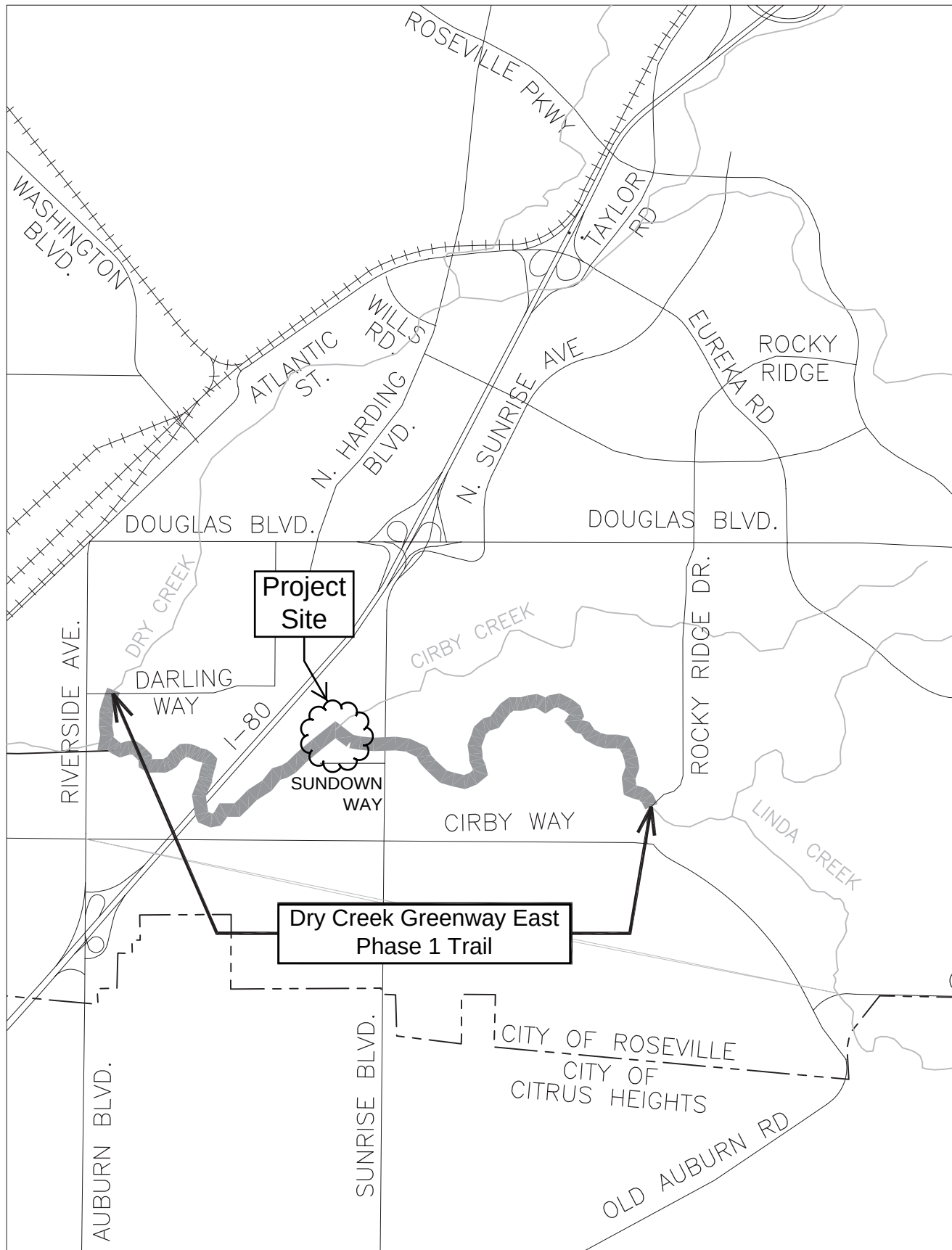
ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

The Public Works Department is requesting this budget adjustment to increase the budget for the Dry Creek Greenway East Trail Phase 1 project (400022) in the Transportation Fund (6520).

The additional funding will cover construction costs, construction management, and staff costs to complete the project.

The current budget is \$36,063,481 and the revised project budget will be \$36,823,481.



LOCATION MAP

NO SCALE

BID SUMMARY SHEET

DATE: 7/28/2026

TIME: 3:01 PM

BID BOND REQUIRED: no

BID OPENING FOR:

Dry Creek East Phase 1 Fence &
Landscape Project



Bidders Name City, State	Bid Bond	Total
EVT Builders LLC Elverta, CA	✓	\$715,000.00
SAENZ LANDSCAPE CONST. RANCHO CORDOVA, CA	✓	\$1,845,776.00
Ornamental Solutions Inc Rancho Cordova, CA	✓	\$ 325,388.00

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Adilia Keller

Samuel Benjamin

Jesse Khatar

My Tien Doan



311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: September 2, 2026

To: All bidders, concerning the **Dry Creek Greenway East Phase 1 Fence and Landscaping Project Request for Proposals**

From: Public Works Engineering

Subject: Notice of Intent to Award

Regarding the **Dry Creek Greenway East Phase 1 Fence and Landscaping Project**, for which the above referenced Request for Proposals was released on July 10, 2026, and for which bids were received, opened and read publicly by the City Clerk's office on July 28, 2026, a lowest responsive bidder has been determined.

The City has determined **Ornamental Solutions Inc.** to be the lowest responsive bidder and intends to recommend City Council approval of a Construction Agreement with **Ornamental Solutions Inc.** at the September 16, 2026 City Council Meeting.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: California Rural Indian Health Board (CRIHB) Fence

Project Location(s): 1020 Sundown Way and 726 Sunrise Avenue (APNs 471-220-002 and -025), Roseville, CA 95661

Project Description: The Public Works Department proposes to construct 950 linear feet of fence along the south side of the Dry Creek Greenway East – Phase 1 Trail, and immediately adjacent to property owned by the California Rural Indian Health Board (CRIHB), located at 1020 Sundown Way. Improvements include installation of an 8-foot tall redwood and steel fence, minor grading, and new landscaping. Most of the fence would be built on City-owned property, but a portion would follow along trail easement that crosses into western corner of the CRIHB's property. The fence would be appurtenant to CRIHB's facility and provide privacy between it and users of the public Dry Creek Greenway East trail.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 11 Exemption as described in Section 15311 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities..."

The project involves the construction of a fence to provide privacy between a public trail and a property owned by the CRIHB and would be accessory to that property, so the Class 11 Categorical Exemption is applicable to the project.

Lead Agency Contact Person: Cathy Gosalvez, Associate Engineer, Public Works Department – Engineering Division, 311 Vernon Street, Roseville, CA 95678. (916) 746-1300

Signature: _____

A handwritten signature in cursive script, appearing to read "Jessica Lynch", written over a horizontal line.

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 3/24/2025

Premium is for contract term and is subject to adjustments based on final contract price

Bond No. 38K012252
Premium \$8,135

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Ornamental Solutions, Inc. as contractor ("PRINCIPAL") for the public work described as Dry Creek Greenway East Phase 1 Fence and Landscaping Project (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 The Ohio Casualty Insurance Company, a New Hampshire Corporation, 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 Three Hundred Twenty-Five Thousand Three Hundred Eighty-Eight and 00/100 dollars (\$325,388.00) (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 4th day of August,
2026.

PRINCIPAL: Ornamental Solutions, Inc.

SURETY: The Ohio Casualty Insurance Company

BY: [Signature]

BY: [Signature]

PRINT NAME: Edward Manichuk

PRINT NAME: Kathleen Le

PRINT TITLE: Secretary Treasurer

PRINT TITLE: Attorney-in-fact

AND

MAILING ADDRESS:

BY: [Signature]

175 Berkeley Street

PRINT NAME: Daniil Manichuk

Boston, MA 02116

PRINT TITLE: CEO

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

APPROVED AS TO FORM:

BY: [Signature]
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

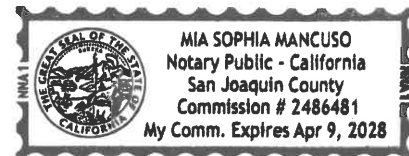
On August 4, 2026 before me, Mia Sophia Mancuso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Mia Sophia Mancuso (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8216456-971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Breanna Boatright; Tony Clark; Elizabeth Collodi; Brad Espinosa; Matthew Foster; Dineen Fraser; John Hopkins; Jennifer Lakmann; Kathleen Le; Kris Lopes; Jason March; Cassandra Medina; Samie Naake; Deanna Quintero; Sharon Smith; Mike Taylor; Quentin Thomas; Peggy Trusty; Sara Walliser; Samantha Watkins; John Weber; Mindy Whitehouse; Steven L. Williams

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of June, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2026.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email POSUR@libertymutual.com.



Company Profile

Company Search
Company Search
Results

→ Company
Information
Old Company
Names

Agent for Service
Reference
Information
NAIC Group List
Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements
PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison Data

Company
Enforcement Action

Composite
Complaints Studies

Additional Info

Find A Company
Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

[back to top](#)

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

[back to top](#)

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Ornamental Solutions, Inc. as contractor ("PRINCIPAL"), for the public work described as Dry Creek Greenway East Phase 1 Fence and Landscaping Project (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 The Ohio Casualty Insurance Company, a New Hampshire Corporation, 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 Three Hundred Twenty-Five Thousand Three Hundred Eighty-Eight and 00/100 dollars (\$325,388.00) (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.

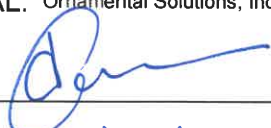
No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions 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 4th day of August, 2026.

PRINCIPAL: Ornamental Solutions, Inc.

SURETY: The Ohio Casualty Insurance Company

BY: 

BY: 

PRINT NAME: Edward Melnichuk

PRINT NAME: Kathleen Le

PRINT TITLE: Secretary Treasurer

PRINT TITLE: Attorney-in-fact

AND

MAILING ADDRESS:

BY: 

175 Berkeley Street

PRINT NAME: Daniil Melnichuk

Boston, MA 02116

PRINT TITLE: Ceo

(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)

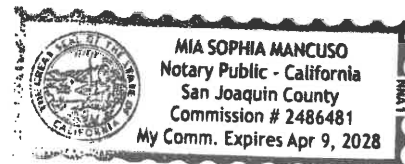
On August 4, 2026 before me, Mia Sophia Mancuso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Mia Sophia Mancuso (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8216456-971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Breanna Boatright; Tony Clark; Elizabeth Colodi; Brad Espinosa; Matthew Foster; Dineen Fraser; John Hopkins; Jennifer Lakmann; Kathleen Le; Kris Lopes; Jason March; Cassandra Medina; Samie Naake; Deanna Quintero; Sharon Smith; Mike Taylor; Quentin Thomas; Peggy Trusty; Sara Walliser; Samantha Watkins; John Weber; Mindy Whitehouse; Steven L. Williams

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of June, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2026.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Company Profile

Company Search
Company Search
Results

→ Company
Information

Old Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements
PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison Data

Company
Enforcement Action

Composite
Complaints Studies

Additional Info

Find A Company
Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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City Council Communication

Meeting Date: 9/16/2026
Item #: VI.15
File #: 0900-04 & 0201-01
Item ID: 2026-718

Title:	Storm Drain Repair Project - Award of Contract and Budget Adjustment
Contact:	Joseph Arino 916-774-5460 jarino@roseville.ca.us

SUMMARY

Staff recommends approval of a construction agreement with BRCO Constructors, Inc. in the amount of \$1,451,905 for the Storm Drain Repair Project, and approval of a budget adjustment to fully fund construction in the amount of \$860,000 from the Highway Users Tax Fund. The project will include the rehabilitation of existing drainage systems and construction of new drainage systems. Staff also requests approval for change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 10% of the contract price. The project is funded by the General Fund (\$1,450,000) and Highway User Tax Fund (\$910,000 with the recommended budget adjustment). Work is expected to begin in September 2026 and be completed by summer 2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to award the Storm Drain Repair Project to BRCO Constructors Inc., and authorize the City Manager to execute the agreement on behalf of the City of Roseville, and
2. Authorize the City Manager or his designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 10% of the contract price; and
3. Adopt an ordinance to approve a budget adjustment in the amount of \$860,000 to fully fund project construction.

BACKGROUND

The Storm Drain Repair Project (SDRP) consists of a combination of rehabilitation of existing storm drain systems and construction of new storm drain systems to reduce localized street flooding. The existing drainage systems will be cleaned and receive a cure-in-place pipe liner to seal the length of the system to increase the life span of the pipe segment. New drainage systems will consist of a combination of curb & gutter, drain inlets, manholes, and mainline storm drain pipe. Project locations include sections of Royer Park, Piedmont Way, storm drain connecting Edgemon Way and Sheffield Way, PFE Road, and East Street.

At the June 17, 2026, meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on August 4, 2026, and a total of five bids were received. The following is a summary of the engineer's estimate and the three lowest bids received:

Bidder's Name	Base Bid	Alternate 1	Alternate 2	Total
---------------	----------	-------------	-------------	-------

		(PFE Rd)	(East St)	
<i>Engineer's Estimate</i>	\$ 1,503,800.00	\$ 54,800.00	\$ 101,400.00	\$ 1,660,000.00
BRCO Constructors	\$ 1,125,170.00	\$ 128,025.00	\$ 198,710.00	\$ 1,451,905.00
ARB	\$ 1,498,524.00	\$ 183,022.00	\$ 177,532.00	\$ 1,859,078.00
Frontline General	\$ 1,536,220.18	\$ 155,457.48	\$ 254,964.01	\$ 1,946,641.67

Given the

bids received, it is recommended to award the base bid plus the add alternate bid items.

Construction of the project is expected to begin in September 2026 and be completed by summer 2027.

PUBLIC OUTREACH

Public Works staff will be working closely with the Public Affairs & Communications Department to continue to keep the community informed of the project's benefits, progress, and construction impacts. Communications include, but are not limited to: direct mail, signage, social media, project webpage (roseville.ca.gov/drainage), and email newsletters.

FISCAL IMPACT

The project was previously funded by \$1,450,000 from the General Fund and \$50,000 from the Highway Users Tax Fund. The requested budget adjustment of \$860,000 from the Highway Users Tax Fund provides sufficient funding for change order authority, construction management and inspection, staff labor, and for adequate funding of the alternate bid items.

ENVIRONMENTAL REVIEW

The project qualifies for Class 1, Class 3, and Class 4 Categorical Exemptions as described in Sections 15301, 15303, and 15304 of the California Environmental Quality Act (CEQA) guidelines which states:

The proposed project involves the repair, maintenance, or minor alteration of an existing facility (Class 1 Exemption State CEQA Guidelines Section 15301), construction of a limited number of small facilities (Class 3 Exemption State CEQA Guidelines Section 15303), and minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees (Class 4 Exemption State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
1. Ensure a safe and healthy community

Respectfully Submitted,
Joseph Arino, Assistant Engineer

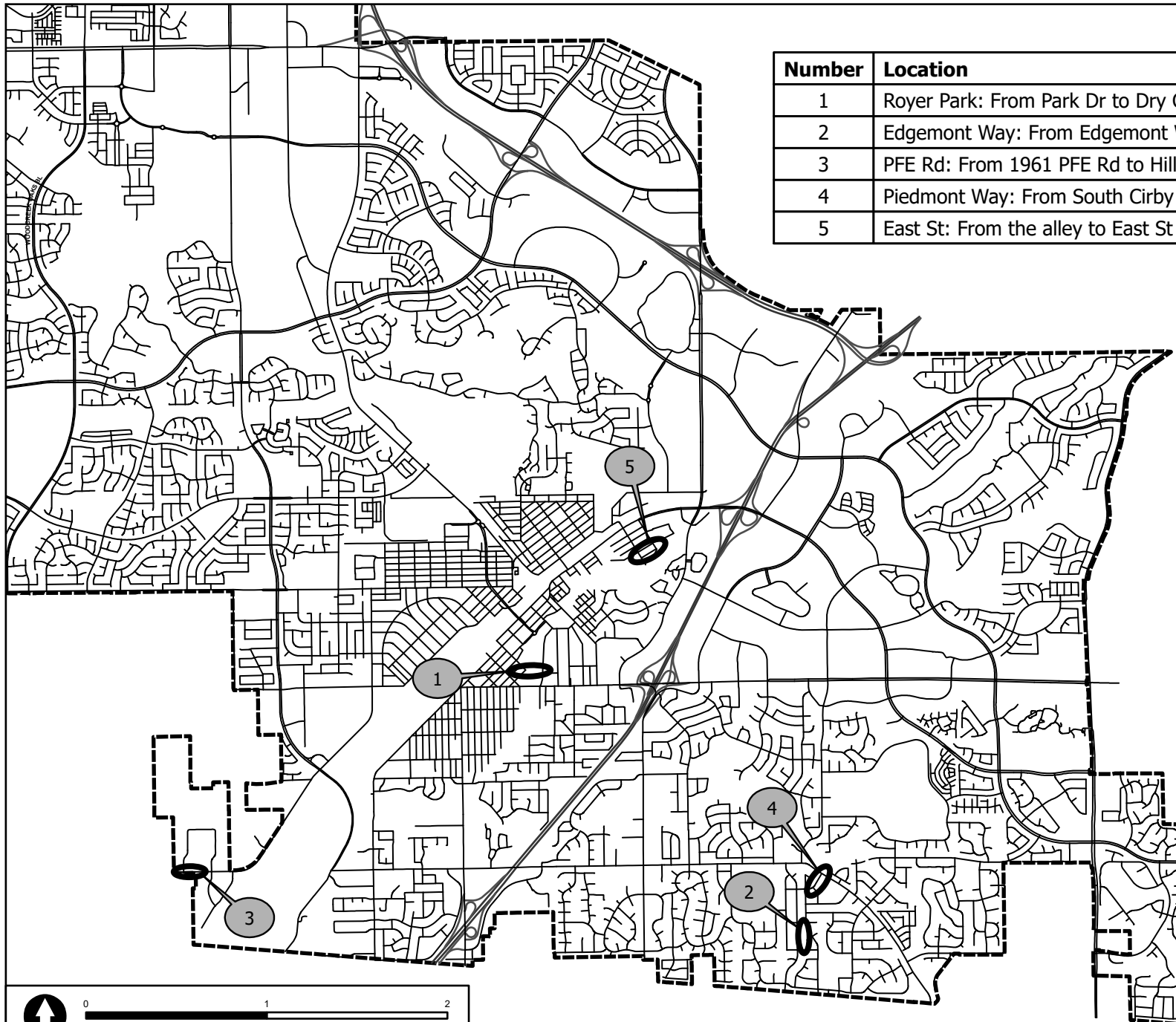
Jason Shykowski, Public Works Director

ATTACHMENTS:

1. SDRP - Area Map
2. Resolution 26-342
3. SDRP - Agreement
4. Ordinance 7107
5. SDRP - CEQA
6. SDRP - Notice of Intent to Award
7. Labor and Materials Bond
8. Faithful Performance Bond

REVIEWERS:

Joseph Arino, Public Works Department - Infrastructure Maintenance Projects	Created/Initiated - 8/26/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 8/26/2026
Joseph Anderson, Public Works Department - Infrastructure Maintenance Projects	Approved - 8/26/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 8/26/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 8/31/2026
Kelly Aye, City Attorney Department	Approved - 9/2/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026



Number	Location
1	Royer Park: From Park Dr to Dry Creek
2	Edgemont Way: From Edgemont Way to Sheffield Way
3	PFE Rd: From 1961 PFE Rd to Hilltop Circle
4	Piedmont Way: From South Cirby Way to Sheridan Ave
5	East St: From the alley to East St

RESOLUTION NO. 26-342

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
BRCO CONSTRUCTORS, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Storm Drain Repair Project, by and between the City
of Roseville and BRCO Constructors, Inc., 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.

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
_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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
BRCO Constructors, Inc., a **California Corporation**,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17th day of
June, 2026, approved plans and specifications for the _____
Storm Drain Repair Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 4th day of **August**, 2026; 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 16th day of **September**, 2026, 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 _____
Storm Drain Repair Project

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 one million four-hundred fifty-one thousand nine-hundred five dollars (\$ 1,451,905.00) 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 standard construction specifications, 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 \$ 1,000.00 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 75 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

Public Works - Engineering
311 Vernon St
Roseville, CA 95678
(916) 746-1300

CONTRACTOR

BRCO Constructors, Inc.
3650 Cincinnati Avenue
Rocklin, CA 95765
(916) 253-9373

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

BRCO Constructors, Inc. _____, a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: President

and

ATTEST:

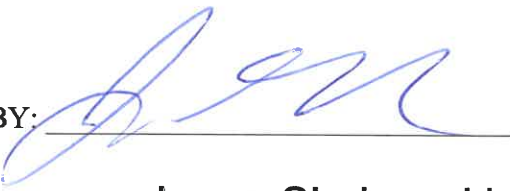
BY:  MATT ROTH
its: Vice President

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: Jason Shykowski
Title: Public Works Director

BUSINESS LICENSE CERTIFICATE

*"For Services Provided in the
City of Roseville, California Only"*



8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - 916-727-6868

BUSINESS NAME: BRCO CONSTRUCTORS, INC.

DESCRIPTION: GENERAL CONTRACTOR

BUSINESS LOCATION: 3650 CINCINNATI AVE
ROCKLIN, CA 95765-1203

BUSINESS OWNER: BRCO CONSTRUCTORS, INC.

Special Conditions: CONTRACTOR - GENERAL

BRCO CONSTRUCTORS, INC.
3650 CINCINNATI AVE
ROCKLIN, CA 95765-1203

Business License Number: 00852484

Effective Date: January 01, 2026

Expiration Date: December 31, 2026

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

BRCO CONSTRUCTORS, INC.:

Thank you for your payment on your City of Roseville Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at Roseville@hdlgov.com or by telephone at 916-727-6868.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS LICENSING
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832



CITY OF ROSEVILLE BUSINESS TAX CERTIFICATE

BRCO CONSTRUCTORS, INC.
3650 CINCINNATI AVE
ROCKLIN, CA 95765-1203

License Number: 00852484

Date of Issue: 01/01/2026

ORDINANCE NO. 7107

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27
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 2026-27, is hereby amended as listed on the attached budget adjustment for the Storm Drain Repair Project.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/14/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Joe Anderson, Senior Engineer	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Joe Anderson, Senior Engineer	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works - Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5411	84001	500259	540,000	Increase Repairs & Maintenance budget for the Storm Drain Repair project.
2305	5080	84001	500259	200,000	Increase Internal Project Labor budget for the Storm Drain Repair project.
2305	5301	84001	500259	120,000	Increase Professional Services budget for the Storm Drain Repair project.
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				860,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	860,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	3601	00000	000000	(860,000)	Decrease Highway Users Tax Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(860,000)	

Justification for Budget Adjustment:

The Public Works Department is requesting a budget adjustment of \$860,000 to increase the Storm Drain Repair Project (500259) budget from available resources in the Highway Users Tax (2305) fund.

The additional funding will cover construction costs, construction management, and staff costs to complete the project.

The current project budget is \$1,500,000. With this adjustment, the revised project budget will total \$2,360,000.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Storm Drain Repair Project (SDRP)

Project Location(s): Multiple locations. See details below.

Project Description: The Public Works Department is proposing the Storm Drainage Repair Project (SDRP) to make various improvements in six locations in need of improvements to ensure proper drainage and functionality of the existing storm drainage system.

Three of the improvements would line the inside of the existing storm drain pipeline using dynaliner or equivalent materials and technology. The pipelines would be accessed from existing manhole covers and drain inlet gates located in existing public roadways, a liner would be inserted into the deteriorated pipelines, inflated, and then steam would be used to cure the liner to the inside of the pipelines by creating a new interior surface. No trenching or digging would be required. The installation of the liner material may clean out any built-up materials stuck inside the pipeline, if present. This process uses no chemicals or hazardous materials.

The three locations where these improvements would occur are:

- Approximately 1,575 linear feet of pipeline between existing manholes located in Vineyard Road and Atkinson Street. This pipeline runs beneath the Denio's Market property.
- Approximately 939 linear feet beneath Royer Park, accessed from a drain inlet in Park Street at Claiborne Street, discharging to an outfall into Dry Creek. This maintenance activity is consistent with discharge requirements.
- Approximately 787 liner feet between existing manholes in Sheffield Way and Edgemont Way. This pipeline runs within an 18-foot public utility easement through the rear yards of 21 residential properties.

In addition to these actions, the project includes two locations where new drainage infrastructure will be installed to correct existing drainage deficiencies that regularly cause residential flooding. Both new drainage systems would be constructed using trenching.

The first of these includes a new approximately 600-foot drainage pipeline constructed within Piedmont Way between South Cirby Way and Sheridan Avenue, which would link two separate drainage systems to improve the functionality and alleviate residential flooding caused by the existing system being undersized. This improvement does not increase development capacity. This component of the project was originally approved by the City Council in July 2019 as part of the Hillcrest Drainage Improvement Project and has not changed since then. It has been added to this project as budget allows.

The second new drainage improvement would similarly improve functionality to a currently undersized and inadequate drainage system located near East Street. The proposed new pipeline would be trenched from the alley located between Parry Street and East Street, through a drainage easement located along the eastern property line of 406 East Street (APN 013-025-020-000) to an existing drainage line located in East Street. It would not add any new development capacity.

The sixth planned improvement would install approximately 340 feet of new curb and gutters along the south side of PFE Road south of the Roseville Corporation Yard. This improvement would be completed within existing City-owned right-of-way adjacent to two properties, 1991 and 2031 PFE Road (APNs 474-120-024-000 and 473-100-003-000, respectively), which are both located outside of the city.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: The project qualifies for Class 1, Class 3, and Class 4 Categorical Exemptions as described in Sections 15301, 15303, and 15304 of the California Environmental Quality Act (CEQA) guidelines which states:

“Class 1 consists of the ... repair, maintenance, [and]...minor alteration of existing public or private structures, facilities, [and]... topographical features, involving negligible or no expansion of existing or former use... Examples include but are not limited to:

(b) Existing facility of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services; [and]

(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety...” and

“Class 3 consists of construction and located of limited numbers of new, small facilities [and]... installation of new small equipment and facilities... Examples of this exemption include, but are not limited to:

(d) Water main, sewerage, electrical, gas and other utility extensions, including street improvements, of reasonable length to serve such construction.” and

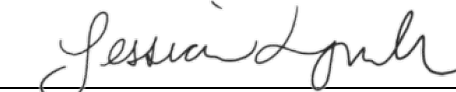
“Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees...Examples include, but are not limited to:

(f) Minor trenching and backfilling where the surface is restored.”

The project consists of six improvements located in various areas of the city experiencing inadequacies within the current drainage system. Three areas experience flooding due to a lack of or undersized drainage infrastructure. Improvements to correct these inadequacies include the construction of new curbs and gutters and installation of two new pipelines to alleviate existing flooding issues, none of which would result in expansion of use, consistent with the Class 1, 3, and 4 Exemptions. The project would also reline three existing damaged pipelines in need of repair and maintenance in order to maintain public health and safety standards, consistent with the Class 1 Exemption. All project components would improve deficiencies in the existing drainage systems without expansion of use, no trees would be removed, and all areas requiring trenching would be restored. Consequently, the Class 1, Class 3, and Class 4 Categorical Exemptions apply.

Lead Agency Contact Person: Joseph Arino, Roseville Department of Public Works (916-774-5460).

Signature:



Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 5/14/2026



311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: August 10, 2026
To: All bidders, concerning the **Storm Drain Repair Project**
From: Public Works Engineering
Subject: Notice of Intent to Award

Regarding the **Storm Drain Repair Project**, for which the call for bids was released on July 14, 2026 and for which bids were received, by the City Clerk's office on August 4, 2026; a lowest bid from a contractor meeting the qualifications outlined in the bid documents was received.

The City has determined **BRCO Constructors, Inc** as qualified lowest bidder and intends to recommend City Council approval contract award at the September 16, 2026 City Council Meeting.

Bond No. 108444696
Premium \$ Included in
Perf. Bond

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Storm Drain Repair Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to BRCO Constructors, Inc. as contractor ("PRINCIPAL"), for the public work described as Storm Drain Repair Project (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 Travelers Casualty and Surety Company of America, a Corporation, 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 One Million Four Hundred Fifty One Thousand Nine Hundred Five and 00/100 dollars (\$ 1,451,905.00) (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 17th day of August, 2026.

PRINCIPAL: BRCO Constructors, Inc.

BY: [Signature]

PRINT NAME: Brian Roth

BRCO Constructors

PRINT TITLE: President

AND

BY: [Signature]

PRINT NAME: Matt Roth

PRINT TITLE: Vice President

SURETY: Travelers Casualty and Surety
Company of America

BY: [Signature]

PRINT NAME: Stanley J. Matranga

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

11090 White Rock Road #100

Rancho Cordova, CA 95670

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

APPROVED AS TO FORM:

BY: [Signature]

City Attorney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

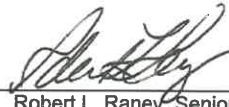
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STANLEY J MATRANGA** of **ROSEVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **August**, 2026




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Placer)On August 17, 2026 before me, Eric Matranga, Notary Public,

Date

Here Insert Name and Title of the Officer

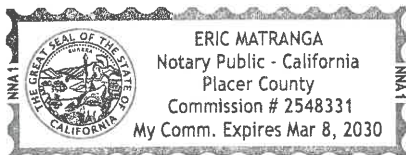
personally appeared Stanley J. Matranga

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Company Profile
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[Company Search Results](#)
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[Reference Information](#)
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[Workers'](#)
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[Request for](#)
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[Company Complaint](#)
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[Comparison Data](#)
[Company Enforcement Action](#)
[Composite](#)
[Complaints Studies](#)
[Additional Info](#)
[Find A Company Representative In Your Area](#)
[View Financial Disclaimer](#)
COMPANY PROFILE
Company Information
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
**ONE TOWER SQUARE
HARTFORD, CT 06183**
Old Company Names
Effective Date

AETNA CASUALTY & SURETY COMPANY OF AMERICA

07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)
NAIC Group List

NAIC Group #: **3548** Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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© 2008 California Department of Insurance

Bond No. 108444696
Premium \$ 11,618.00

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: Storm Drain Repair Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to BRCO Constructors, Inc. as contractor ("PRINCIPAL") for the public work described as Storm Drain Repair Project (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 Travelers Casualty and Surety Company of America, a Corporation, 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 One Million Four Hundred Fifty One Thousand Nine Hundred Five and 00/100 dollars (\$ 1,451,905.00) (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 17th day of August,
2026.

PRINCIPAL: BRCO Constructors, Inc.

SURETY: Travelers Casualty and Surety
Company of America

BY: [Signature]

BY: [Signature]

PRINT NAME: Brian Roth
BRCO Constructors

PRINT NAME: Stanley J. Matranga

PRINT TITLE: President

PRINT TITLE: Attorney-In-Fact

AND

MAILING ADDRESS:

BY: [Signature]

11090 White Rock Road #100

PRINT NAME: Matt Roth

Rancho Cordova, CA 95670

PRINT TITLE: Vice President

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

APPROVED AS TO FORM:

BY: [Signature]

City Attorney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

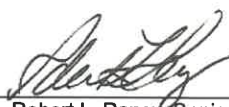
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STANLEY J MATRANGA** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

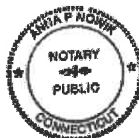
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **August**, **2026**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Placer)On August 17, 2026 before me, Eric Matranga, Notary Public,

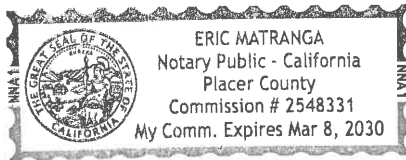
Date

*Here Insert Name and Title of the Officer*personally appeared Stanley J. Matranga*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature *Eric Matranga*
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Company Profile

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Company Search
Results

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Old Company
Names

Agent for Service

Reference
Information

NAIC Group List

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Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

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PDF's

Annual Statements

Quarterly
Statements

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Company
Performance &
Comparison Data

Company
Enforcement Action

Composite
Complaints Studies

Additional Info

Find A Company
Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE
HARTFORD, CT 06183

Old Company Names

Effective Date

AETNA CASUALTY & SURETY COMPANY OF AMERICA

07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

NAIC Group List

NAIC Group #: **3548** Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Title:	Cirby Way Water Pipeline Repair Project (RFP #08-158) - Design-Assist Construction Agreement & Budget Adjustment
Contact:	Jose Bygoytia-Amaya 916-774-5754 JBygoytia@roseville.ca.us

SUMMARY

Staff recommends approval and award of a design-assist construction agreement to Preston Pipelines Infrastructure LLC for the Cirby Way 24-Inch Main Replacement Project in the amount of \$3,677,500 and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent or \$367,750. This item also requests approval of construction plans, specifications, and a budget adjustment of \$4,780,000 from the Water Rehabilitation Fund to increase the total project budget to \$4,950,000

RECOMMENDATION

Staff recommends that City Council:

1. Adopt a resolution to approve the Design-Assist Construction Agreement with Preston Pipelines Infrastructure, LLC for the Cirby Way 24-Inch Main Replacement Project with Preston Pipelines Infrastructure, LLC and authorize the City Manager to execute it on behalf of the City.
2. Authorize the City Manager or designee 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, or \$367,750.
3. Approve the project's construction plans and specifications.
4. Adopt an ordinance to approve a budget adjustment of \$4,780,000 from available resources in the Water Rehabilitation Fund.

BACKGROUND

In December 2023, a failure on the 24-inch water main pipeline (the pipeline is over 50 years old) that runs underneath Cirby Way resulted in a sinkhole. The affected section is located at an infill road section located between Vernon St. and Riverside Ave.

Water Utility field staff responded to the incident and were able to isolate the pipeline and repair the affected road sections. In February 2024, a consultant was hired to conduct ground penetrating radar (GPR) scan of the area where the sinkhole was formed to confirm that the repair work had been successful and that no additional sinkholes had formed. GPR technology is also capable of locating shallow (less than 8 feet) utilities, and while GPR was able to identify subsurface anomalies which have been addressed, GPR was not able to identify any utilities in the area that were deeper than 8 feet.

Further research into other means for locating the pipeline identified that radio detection technology was the most effective way to locate pipelines deeper than 10 feet. Utilizing this technology, Water Utility field staff marked the assumed alignment of the pipeline along the road but have not been able to physically

verify the results. Based on as-built drawings, the pipeline was buried underneath an old storm creek. At its deepest location, it is believed to be over 25 feet below the existing ground surface and approximately 10 feet at the points of inflection on either side of the storm drain.

In January 2026, staff published Request for Proposals (RFP) #08-158 for Construction services, using a Design-Assist project delivery method. The intended scope of the RFP was to have the awarded contractor locate and identify the affected pipeline. On March 11, 2026, one construction firm submitted a proposal to the City Clerk's office for review and consideration. Based upon review of the proposal by EU's Proposal Evaluation Committee, the proposal by Preston Pipelines Infrastructure, LLC (Preston Pipeline) was identified as providing value to the City based on the evaluation criteria outlined in the RFP. Staff therefore recommend that the contract be awarded to Preston Pipelines Infrastructure, LLC.

FISCAL IMPACT

The current project budget is \$170,000 and will require an additional \$4,780,000 from available resources in the Water Rehabilitation Fund to cover: the Design-Assist Construction Agreement with Preston Pipelines for \$3,677,500, contingency for potential change order not exceeding \$367,750, additional costs for Engineering Services During Construction, Construction Management Services, Public outreach and impact mitigation, permit fees, and secondary labor of City staff working on this project.

This item includes a budget adjustment that requests of \$4,780,000 from available funds in the Water Rehabilitation Fund to bring the project total to \$4,950,000.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and minor alteration 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.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Jose Bygoytia-Amaya, Assistant Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-338
2. Design Assist Construction Agreement
3. VOLUME 3 OF 4 Cirby Way Drawings
4. VOLUME 4 OF 4 Cirby Way (Specifications)
5. Ordinance 7106
6. CEQA Exemption
7. Performance Bond

8. Labor and Materials Bond
9. Warranty Bond

REVIEWERS:

Jose Bygoytia-Amaya, Environmental Utilities Department - Water	Created/Initiated - 8/14/2026
George Hanson, City Clerk Department	Approved - 8/18/2026
Devin Whittington, Environmental Utilities Department	Approved - 8/24/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 8/24/2026
Kelly Aye, City Attorney Department	Approved - 9/2/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-338

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN
PRESTON PIPELINE INFRASTRUCTURE, LLC, AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement for the Cirby Way Water Pipeline Repair Project, by and between the City of Roseville and Preston Pipeline Infrastructure, LLC, 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.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CONTRACT DOCUMENTS FOR
DESIGN-ASSIST AND CONSTRUCTION OF
CIRBY WAY WATER PIPELINE REPAIR
(Cirby Way 24-Inch Main Replacement)

VOLUME 2 of 4:
RFP #08-158

INCLUDING:

Agreement and Agreement Exhibits

August 10, 2026

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DESIGN-ASSIST CONSTRUCTION AGREEMENT

Design-Assist Construction of Cirby Way 24-inch Main Replacement

This Design-Assist Construction Agreement ("Agreement") is made and entered into on this _____ day of _____, 20____, by and between the CITY of Roseville, a municipal corporation ("CITY"), Preston Pipelines Infrastructure, LLC, (CSLB License #1059395), a California limited liability company (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the CITY issued a Request for Letter Proposal for the design-assist construction of Design-Assist Construction of Cirby Way 24-inch Main Replacement Project" (hereinafter "Project"); and

WHEREAS, CONTRACTOR has submitted a Proposal to CITY, dated March 9, 2026 attached hereto and made a part hereof as Exhibit B – Contractor's Proposal, and CITY desires for CONTRACTOR to provide the design assist and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1 - DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect to authorize an exercise of professional judgment by the CITY, Construction Manager or Engineer. The adjectives/terms "reasonable," "suitable," "acceptable," "proper," "satisfactory," and "of like effect" are used to describe an action or determination of the CITY, Construction Manager or Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term is not intended to and shall not be effective to assign to CITY, Construction Manager or Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the other provisions of the Contract Documents.

Specification Section Paragraphs entitled "Section Includes" summarize briefly what is generally included in the section. Requirements of Specifications are not limited by "Section Includes" paragraphs.

Specifications and Drawings have been partially streamlined by intentionally omitting words and phrases, such as "the Contractor shall," "in conformity therewith," "shall be" following "as indicated," "a," "an," "the" and "all." The phrases "by CITY's Representative", "by Engineer", and "by Construction Manager" modify words such as "accepted," "directed," "selected," "inspected," "permitted," "submit", "report", and "satisfactory" when they are unmodified. Words "Contractor shall" are implied when direction is stated.

Colons (:) are used to introduce a list of particulars, an amplification, or an illustrative quotation. When used after designation of product, colons are used in place of words “shall be.”

Whether the term or phrase is capitalized or in all capitals (for example, Contractor or CONTRACTOR) in the Contract Documents shall be deemed to be the same for purposes of the Definitions of Language Used, Words and Terms.

- 1.1. **“Agreement” or “Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.2. **“Allowance” or “Construction Allowance”** is an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. Voluntary Allowance items are described by Contractor in Exhibit C – Guaranteed Maximum Price, Fee, and Cost of Work and are included in the total GMP.
- 1.3. **“Applicable Laws”** means all laws, codes, ordinances, rules and regulations of **governmental** authorities having jurisdiction over the Site and/or the Work.
- 1.4. **“Application for Payment”** means the document prepared by CONTRACTOR and **submitted** to CITY showing CONTRACTOR’s entitlement to progress payments, the requirements of which are more fully described in Article 8 hereof.
- 1.5. **“Architect/Engineer”** means a licensed professional(s) (and/or entity(ies)) retained by CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer may be substituted or replaced at the discretion of CITY.
- 1.6. **“Asbestos”** is any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.7. **“Authorized Representatives”** means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Article 4.2.1.
- 1.8. **“Beneficial Occupancy” or “Beneficial Occupation”** is a term that can be used to describe a distinct portion of the Work, that in the CITY’s Representative’s opinion, is capable of being used for its intended purpose, even though it may have some minor deficiencies, including outstanding punch list items to complete.
- 1.9. **“Business Day”** means any day when the office of the CITY Clerk of the CITY of Roseville is open for business.
- 1.10. **“Certificate of Substantial Completion”** means a certificate prepared by CONTRACTOR in accordance with Article 8.13 and forwarded to CITY.
- 1.11. **“Certificate of Final Completion”** means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 8.14 hereof.
- 1.12. **“Change Directive”, “Change Order”, or “Construction Change Directive (CCD)”** is a written order prepared by the Construction Manager and signed by the CITY, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract GMP amount or Contract Time.

- 1.13. **“Change Proposal”** means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.
- 1.14. **“City”** refers to the City of Roseville, the governing body of which is termed the “City Council”.
- 1.15. **“City’s Representative”** is the person(s) designated by the Director of the CITY’s Environmental Utilities Department who has been duly authorized to exercise control and supervision of the Work. A CITY’s Representative generally will be either a professional engineer or architect, depending on the nature of the Work, but is not required to be a professional engineer or architect. The CITY may change the individual(s) acting as the CITY’s Representative(s), or delegate one or more specific functions to one or more specific CITY’s Representative at any time without notice and without liability to Contractor. Each CITY’s Representative is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities
- 1.16. **“Claim”**. A demand or assertion by the Contractor seeking an adjustment of the GMP or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 1.17. **“Construction Documents”** means the plans and specifications prepared by the Design Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR’s attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.18. **“Construction Consultant”**. The CITY may retain a Construction Consultant(s) as it deems necessary to assist/advise the CITY staff and/or other CITY consultants during the progress of the Work. Any Construction Consultant retained by CITY for this Project will not have any formal contract administration responsibilities. The Construction Consultant(s) is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.19. **“Construction Manager”** is the person designated, in writing, by the CITY to act as its representative at the Site and to perform administrative functions relating to this Agreement. The Construction Manager shall also furnish inspection services as provided by the contract between the Construction Manager and the CITY. All contact between the Contractor and the CITY shall be through the Construction Manager; unless otherwise specified or directed. Only the CITY may modify the Agreement. The CITY may assign all or part of the CITY’s Representative’s duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.20. **“Construction Phase”** means the period beginning with the issuance of the Construction Notice to Proceed (NTP) and ending on the date of Final Completion of the Project.
- 1.21. **“Construction Work”** means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.
- 1.22. **“Contingency Costs”** means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 9.7-CHANGE ORDERS ON ACCOUNT OF

CONTINGENCIES.

- 1.23. **“Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.24. **“Contract Documents”** means 1) this document (Agreement) and its Exhibits, 2) the Technical Specifications, and 3) Project Drawings, all of which form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.
- 1.25. **“Contract Time”** The number of days or the dates stated in the Agreement to: (i) achieve Milestones, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager’s written recommendation of final payment. See Exhibit H - COMPLETION TIMES AND LIQUIDATED DAMAGES.
- 1.26. **“Contractor”** means the individual or entity identified in the preamble to this Agreement.
- 1.27. **“Contractor’s Plant and Equipment”** means the equipment, material, supplies and all other items, except labor, brought onto the Site by the Contractor to carry out the Work, but not to be incorporated in the Work.
- 1.28. **“Contractor Event of Default”** shall have the meaning set forth in Article 14.1 hereof.
- 1.29. **“Cost of the Work”** consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit C.
- 1.30. **“County”** refers to Placer County where the Site is located.
- 1.31. **“CPM”** means a critical path method schedule in the form of precedents, networks and time sequences.
- 1.32. **“Day” or “Days”** means calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.
- 1.33. **“Defective Work”** refers to Work that does not meet the requirements of the Contract Documents and has been identified to the Contractor by the Construction Manager in writing because the Work:
- a. Does not meet the requirements of or conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Construction Manager’s or Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY as of the Substantial Completion date in accordance with the Contract Documents).

Punch list or other minor corrective items of work that are not in compliance with the Contract Documents do not meet to the definition of “Defective Work” as used in these Contract Documents. For work to be deemed “Defective Work,” the Construction Manager must have notified the Contractor in writing of a defective item of the Work.

- 1.34. **“Design-Assist Team”** includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.
- 1.35. **“Design Development Documents”** means the drawings, specifications and other documents

prepared by the Design-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.

- 1.36. **"Design Materials"** means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.37. **"Design-Assist Work"** means that portion of the Work consisting of the design-assist services required to be provided in connection with the Architect/Engineer's design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.
- 1.38. **"Direct"** is an action of the CITY or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Agreement.
- 1.39. **"Drawings"**, also referred to as **"Plans"** are that part of the Contract Documents consisting of the graphical and technical requirements of the Agreement as included on the plan, profile, section and detail sheets, included in a response to Request for Information or any revisions issued by Engineer. Drawings, or reproductions thereof, show the location, character, dimensions and details of the Work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.
- 1.40. **"Engineer"**. The engineer, architect or specialty design consultant designated by the CITY to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Engineer may also furnish inspection services as provided by the Agreement. The Engineer may also be referred to as the "CITY's Representative" if the definition is used in an Engineer role and capacity. The CITY may assign all or part of the CITY's Representative's duties, rights and responsibilities to the Engineer. The Engineer is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.41. **"Equipment"** (Construction) is all machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the Work contemplated. Equipment (Installation) is all material or articles used in equipping a facility or apparatus required to fulfill a functional design.
- 1.42. **"Execution"** means field or site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.
- 1.43. **"Excusable Delay"** shall have the meaning set forth in Article 7.3.3.
- 1.44. **"Extra Work"** is new or unforeseen work, or added work of a different character or function; or

that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor's Cost of the Work and/or time to perform the Work, and is approved by the CITY via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes "Incidental Work" as defined within the Contract Documents definition below.

- 1.45. **"Fee"**, if applicable, means the fee payable to CONTRACTOR pursuant to this Agreement and as part of the GMP, if shown on Exhibit C – GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE attached hereto.
- 1.46. **"Field Directive"** is a change in the scope of the Agreement that does not cause an increase in the Cost of the Work, nor an adjustment to the GMP or the Contract Time(s), unless the Construction Manager determines the Field Directive warrants a Change Order.
- 1.47. **"Field Order"** is a written instruction given to the Contractor by Construction Manager authorizing work that is a change to the scope of Work to be performed on a time and material basis or a lump sum cost agreed to between CITY and the Contractor and documented in a Change Order.
- 1.48. **"Final Acceptance"** is the formal approval by CITY in accepting a portion of the Contractor's work as completed.
- 1.49. **"Final Completion"** means the date when the work is 100% complete in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items as certified by the Construction Manager.
- 1.50. **"Force Majeure"** includes industry wide or nationwide labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR. It is expressly agreed that the following matters shall not constitute Force Majeure:
 - a. Lack of or inability to use funds for any reason;
 - b. Any occurrence which results from the wrongful act, or wrongful omission, of the affected party, or the failure by the affected party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
 - c. Any failure by the affected party to reach agreement with any third party necessary to enable the affected party to perform its obligations under this Agreement;
 - d. An event or circumstance, where the event or circumstance, or its effects on the affected party, or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or remedied by the exercise by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent person;
 - e. Breakdown of Contractor's Equipment;
 - f. Strike or industrial action of Contractor's employees or those of subcontractors; or
 - g. Adverse weather conditions including, without limitation, wet weather, unless the weather is unusually severe for the Site.
- 1.51. **"Governmental Approvals"** means those CITY approvals necessary for the completion of the

- Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.
- 1.52. **“Guaranteed Maximum Price” or “GMP”** means the amount set forth on Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.
- 1.53. **“Hazardous Materials”** means those items identified on Exhibit E-HAZARDOUS MATERIALS hereto.
- 1.54. **“Holidays”** are the legal holidays as designated by the CITY including: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 1.55. **Incidental Work.** Incidental work includes reasonably implied parts of the not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the GMP. Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.
- 1.56. **“Indemnified Parties”** includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.
- 1.57. **“Inspector”** shall mean the person(s), firm(s), or agency(ies) employed by the CITY to perform inspection during construction of the Work, under the direction of the Construction Manager. It shall also mean any representative of the CITY who will perform inspections of the Work for code compliance and quality assurance reporting in addition to those inspections performed by the CITY’s Representative and/or the Engineer. Said inspector may be the Construction Manager or may be another representative of the CITY.
- 1.58. **“Liquidated Damages”** means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve project Milestones Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Article 7.5 and Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES hereof.
- 1.59. **“Modification”** means an amendment to this Agreement executed by the parties after the date hereof.
- 1.60. **“Non-Excusable Delay”** shall have the meaning set forth in Article 7.3.2.
- 1.61. **“Notice of Completion”** is the formal action taken by the CITY in determining that the Contractor’s Work has been completed, or as delegated pursuant to a CITY Council resolution, accepting the Work as fully completed. The written notice is signed by the CITY and filed with the County Recorder.
- 1.62. **“Notice to Proceed” (NTP)** is the written notice given by the CITY to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 1.63. **“Or Equal”** means any product, equipment, material, thing, service, mean/method or service which is proposed by the Contractor for use in the Work, which is equal to or better than, and is as suitable as the product, equipment, material, thing, service, mean/method or service specified in the Contract Documents as to function, performance, reliability, quality, schedule and general

configuration. Any “or equal” substitutions must be approved by the CITY.

- 1.64. **“Owner”** refers to the CITY, or authorized representative as approved by the CITY.
- 1.65. **“Party”** shall mean CITY or CONTRACTOR individually, and **“Parties”** shall mean CITY and CONTRACTOR collectively.
- 1.66. **“Payment and Performance Bonds”** means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit G-BOND FORMS.
- 1.67. **“Plans”**. See “Drawings”.
- 1.68. **“Project”** means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.
- 1.69. **“Project Manager”** means the person assigned by the Director of the CITY’s administering department to monitor the Project and Work.
- 1.70. **“Proposal”** is the offer of a Proposer to perform the Work pursuant to completed prescribed Bid Proposal requirements and forms, properly executed and guaranteed, and timely submitted.
- 1.71. **“Punch List”** means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.
- 1.72. **“Reference Specifications”** are those standards, rules, method of tests or analysis, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents.
- 1.73. **“Request for Information”** also referred to as “Request for Clarification”. A Request for Information (RFI) is issued by the Contractor to the Construction Manager requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.
- 1.74. **“Request for Quotation”** is a request for a proposed cost made to the Contractor by the CITY to add, delete or change the Work. A Request for Quote (RFQ) shall not be deemed to be a direction to proceed with any addition, deletion or change to the Work.
- 1.75. **“Retention”** means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 8.6-RETENTION, ESCROW AGREEMENT, FINAL PAYMENTS hereof.
- 1.76. **“Samples”** refers to physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.77. **“Schedule”** means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15)

days of issuance of a Notice To Proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.

- 1.78. **“Scheduled Date of Substantial Completion”** means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.
- 1.79. **“Scope Change Costs”** means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 9-CHANGES IN THE WORK.
- 1.80. **“Separate Contractors”** means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.
- 1.81. **“Shop Drawings (Submittals)”** are drawings, diagrams, illustrations, schedules, performance charts, instructions, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.
- 1.82. **“Site”** is the real property on which the Project will be located.
- 1.83. **“Specifications”** are that part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.
- 1.84. **“Specify”** refers to information described, shown, noted or presented in any manner in any part of the Agreement.
- 1.85. **“State”** is the State of California.
- 1.86. **“State of California Specifications”** are the State of California Department of Transportation Standard Specifications in effect as documented in the Specifications and/or Drawings. Also referred to as State Standard Specifications and Caltrans Standard Specifications.
- 1.87. **“Subcontract”** means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.
- 1.88. **“Subcontractor”** means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.
- 1.89. **“Subcontractor-KEY”**. Key subcontractors are defined as a subcontractor who will perform greater than or equal to twenty-five percent (25%) of the GMP.
- 1.90. **“Subcontractor-MAJOR”**. Major subcontractors are defined as a subcontractor who will perform greater than five percent (5%) of the GMP.
- 1.91. **“Subcontractor-LISTED”**. Listed subcontractors are defined as a subcontractor who will perform greater than one half percent (>0.5%) of the GMP.
- 1.92. **“Submittals”** are the information which is specified for submission to the Construction Manager in accordance with the Contract Documents.
- 1.93. **“Substantial Completion”** means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CITY may use the Project for its intended purpose. Determination of Substantial Completion is solely at the discretion of the CITY. Substantial Completion does not mean

complete in accordance with the Agreement nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Final Completion under the Agreement.

- 1.94. **“Surety”** means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.
- 1.95. **“Surveyor”** means a land surveyor licensed in the State of California.
- 1.96. **“Trade Names”**. Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.
- 1.97. **“Typical Details”** are details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and developed by the Engineer.
- 1.98. **“Underground Facilities”** means all underground pipelines, including but not limited to, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electrical, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 1.99. **“Unit Price Work”** is work to be paid for on the basis of unit prices.
- 1.100. **“Utility”** is a public or private fixed works for, including but not limited to, the transportation of fluids, gasses, power, signals, or communications.
- 1.101. **“Work” or “Scope of Work”** means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits.
- 1.102. **“Work Day”**. A working day is defined as any day, except Saturdays, Sundays and CITY’s Legal Holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and CITY Legal Holidays) shall be verified with the CITY at least 72 hours in advance. Depending on the circumstances, the CITY may request Contractor compensation for inspection work, at an hourly rate, for any work performed on non-working days and for overtime.

ARTICLE 2 - SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Scope of Work Summary

The CITY, in conjunction with its Engineer and other consultants, developed the Design-Assist and Construction Contract Documents for the Design-Assist Construction of Cirby Way Water Pipeline Repair (Cirby Way 24-inch Main Replacement Project).

Based on the 90% Design Level Drawings and Partial Draft Technical Specifications provided to the contractor, and in accordance with the Contract Documents, the Contractor is a Design-Assist Team member with responsibility to complete the following design assist activities. Coordination with other members of the Design-Assist Team will be required; the City, Engineer, Construction Manager and possibly other personnel that have regulatory or funding authority.

- A. Conduct a constructability review of the 90% Design Level Drawings and Partial Draft Technical Specifications, and submit comments and identified mitigation solutions to the City.
- B. Identify cost savings and added value alternative design/construction solutions and submit

to the City for evaluation.

- C. Develop detailed cost estimates for identified alternatives when requested by City for the City's evaluation.
- D. Identify construction sequencing and the impacts of the identified alternatives on the sequencing.
- E. Develop a detailed schedule and the impacts of the identified alternatives on the schedule.
- F. Participate in a cooperative partnership relationship with City, Engineer, and Construction Manager to develop a comprehensive construction plan to address project risk and minimize existing facility disruptions.
- G. Participate in up to five (5) Final Design Coordination Meetings lasting up to four (4) hours each to present and work collaboratively to allow for issuance of the Project Drawings and Specifications for construction.

Note that the Engineer is the entity professionally responsible for the design of the Project. City acknowledges that Contractor is a general contractor and not an architect or engineer. Except with respect to any subcontractors of Contractor providing architectural or engineering services for the Project as design-build work, the Contractor's review of or input for any design documents, or Contractor's recommendation for any design concepts, is made solely in Contractor's capacity as a licensed contractor and not as a licensed design professional. Contractor is not responsible for any errors in the Engineer's design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if Contractor observes any such nonconformity or errors it shall promptly notify City's Representative and the Engineer.

2.2 Performance of Work

CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, Local Ordinances, and Applicable Laws. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 9-CHANGES IN THE WORK hereof.

2.3 Standards of Performance

The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.4 Execution, Correlation and Intent

2.4.1 Execution of Agreement.

Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.4.2 Intent of Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Any work, materials or equipment that may reasonably be inferred from the requirements of the Contract will be furnished and performed whether or not specifically called for. When words or phrases that have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning

2.4.3 Organization of Material.

Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.4.4 Resolving Conflicts

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- A. Permits from other agencies specifically required for the performance of the Work as may be required by law,
- B. Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier,
- C. Agreement,
- D. General Requirements (Division 1),
- E. Technical Specifications (Division 2 and all other Divisions following),
- F. Contract Drawings,
- G. City of Roseville's most current version of Construction Standards and Design Standards and Amendments to the Current Version,
- H. Other Referenced Standard Specifications, and
- I. Other Referenced Standard Plans.

With reference to the Drawings, the order of precedence is as follows:

- A. Addenda/Change Order drawings govern over any other drawings,
- B. Enumerated dimensions govern over scaled dimensions,
- C. Detail drawings govern over general drawings, and
- D. Contract Drawings govern over standard drawings/plans.

The provisions of the Contract Documents shall take precedence over any Laws or Regulations applicable to the performance of the work unless such an interpretation of the provisions of the Contract Documents would result in a violation of such Law or Regulation.

2.4.5 Meaning of Words

Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.5 Contractor Services and Facilities

2.5.1 General.

CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.5.2 Supervision

CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.5.3 Coordination

CONTRACTOR shall coordinate construction requirements with Governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.5.4 Design-Assist Development Coordination

CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.5.5 Construction Documents Coordination. [reserved]

2.5.6 Cooperation

CONTRACTOR shall cooperate with the Architect/Engineer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.5.7 Management

CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.5.8 Reports

CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.6 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity

Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may withhold payment in the amount of 125% of the claim until such time an unconditional release is provided in a form satisfactory to CITY.

CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.7 Local Conditions; Environmental Site Conditions

2.7.1 Local Conditions

CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.7.2 Hazardous Materials

The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit E-HAZARDOUS MATERIALS hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.8 Legal Requirements

CONTRACTOR shall comply with all Applicable Laws, and shall give applicable **notices** pertaining thereto.

2.8.1 Governmental Approvals

CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.8.2 Permits, Fees and Notices

Unless otherwise provided in the Contract Documents, and subject to the provisions of Article 2.8-Legal Requirements hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.8.3 Patents, Trademarks, Copyrights

CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.9 Warranty

CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction. CONTRACTOR's attention is directed to Article 11.13-Payment, Performance, and Warranty Bonds and Exhibit G-BOND FORMS regarding Warranty Bond requirements.

2.10 Use of Site.

2.10.1 Beneficial Use

CITY shall be permitted beneficial use of the Work.

2.10.2 Access by CITY

CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10.3 Rubbish; Debris; Cleanup

During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.10.4 Noise and Night Work

CONTRACTOR shall comply with CITY's noise ordinance.

2.11 Taxes

CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax

reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.12 Ownership of Documents and Materials, and Confidentiality

CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.13 Value Engineering

CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion.

2.13.1 Acceptance of Value Suggestions

To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CITY acknowledges that such services are advisory only and not professional design services. CITY shall refer all such suggestions and comments to the Architect/Engineer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Architect/Engineer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and Contract Time shall be adjusted by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.13.2 Subcontractors Bids

CONTRACTOR shall make recommendations to the Architect/Engineer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Architect/Engineer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.14 Design Development Documents and Construction Documents.

2.14.1 General

The Design-Assist Team understands that all construction documents, working drawings and specifications must be coordinated with, submitted to, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety. CITY's review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY

construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as built drawings in a hard copy acceptable to City prior to Final Completion.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CITY acknowledges that CONTRACTOR is a general contractor and not an architect or engineer. Except with respect to any subcontractors of CONTRACTOR providing architectural or engineering services for the Project as design-build work, CONTRACTOR's review of or input for any design documents, or CONTRACTOR's recommendation for any design concepts, is made solely in CONTRACTOR's capacity as a licensed contractor and not as a licensed design professional. CONTRACTOR is not responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if CONTRACTOR observes any such nonconformity or errors it shall promptly notify CITY and the Architect/Engineer.

2.14.2 Reliance on Approvals

CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 9-CHANGES IN THE WORK hereof. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.14.3 Review of Contract Documents and Field Conditions

CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.15 Shop Drawings, Product Data, Samples and Other Submittals.

2.15.1 Documents and Samples at the Site

From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one (1) record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.15.2 Shop Drawings

Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.15.3 Product Data

Product Data includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.15.4 Samples

Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.15.5 Submittals are not Contract Documents.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.15.6 Submission of items listed in Article 2.15.5

Requirements and procedures for submittal of shop drawings, product and equipment data are covered in CITY's technical specifications section 01 33 00 (as revised 7/15/26).

2.15.7 Responsibility

CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.16 Tests and Inspections

2.16.1 Initial Tests and Inspections

Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.16.2 Additional Tests and Inspections

If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by Article subsection 2.16.1 above, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Article 2.19-CORRECTION OF WORK hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.16.3 Required Certificates

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.16.4 Timing of Testing

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.17 Cutting and Patching

2.17.1 Cutting and Patching of the Work

CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.17.2 Damage to Work of CITY or Separate Contractors

CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.18 Uncovering of Construction Work.

2.18.1 Uncovering

If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.18.2 Covering of Work Requested to be Observed

If a portion of the Construction Work has been covered, which CITY has not specifically requested to observe prior to being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.19 Correction of Work

2.19.1 Work Rejected by CITY

CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and

whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.19.2 Removal of Work

CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.19.3 Failure to Correct Nonconforming Work

If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.4 Damaged or Destroyed Work

CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.5 No Limitation

Nothing contained in this Article 2.19-CORRECTION OF WORK shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.19.6 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.20 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, 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.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Administration of the Contract

The CITY's Representative and the Construction Manager will provide administration of the Agreement as hereinafter described. If the status of any of the above parties should change, the CITY will provide written notice to the Contractor of such change.

3.2 CITY's Representative

3.2.1 General

The CITY's Representative has the authority to act on behalf of the CITY on change orders, field orders, progress payments, Contract Decisions, acceptability of the Contractor's work, and early possession.

3.2.2 Change Orders

The CITY's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

3.2.3 Progress Payments

CITY's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

3.2.4 Contract Decisions

Should CONTRACTOR disagree with the Construction Manager's decision with respect to the Agreement, the CONTRACTOR may appeal to the CITY's Representative in accordance with the provisions of the Agreement.

3.2.5 Acceptability of Work

The CITY's Representative has the authority to make the final determination of the acceptability of the Work.

3.3 Construction Manager

3.3.1 General

The Construction Manager is a representative of the CITY employed to act as advisor and consultant to the CITY in construction matters related to the Agreement. The term Construction Manager may include more than one individual to perform contract administration and construction observation. Hereinafter, the term Construction Manager includes any and all representatives working under the direction of the Construction Manager.

All instructions to the Contractor and all communications from the Contractor to the CITY or the CITY's Representative shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The CITY has delegated its authority to the Construction Manager to make initial decisions regarding 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. The Construction Manager shall make initial decisions with respect to the Contractor's fulfillment of the Agreement and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Agreement.

The Construction Manager's authority to act under Article 3-CONTRACT ADMINISTRATION, herein, and any decision made by it in good faith either to exercise or not to exercise such authority, shall not be interpreted or construed as control of or responsibility for any of the Work performed under this Agreement.

3.3.2 On-Site Representative

The Construction Manager will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for the superintendence of the construction site conditions; construction means, methods, appliances techniques, sequences, or procedures; operation of equipment; Contractor's personnel; or for safety practices or unsafe practices, precautions, and programs in connection with the Work.

In accordance with the provisions of these Contract Documents, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

3.3.3 Observation and Inspections of Construction

The Construction Manager shall observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing. Observation and inspection by the Construction Manager or an inspector is not an authorization to revoke, alter, or waive any requirements of the Specifications. Observation and inspection is the authorization to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The Construction Manager shall have this authority including the ability to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision. If the decision of the Construction Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the CITY's Representative.

3.3.4 Acceptability of the Work

The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

3.3.5 Change Orders

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor; to negotiate and recommend acceptance of change orders to the CITY; or to order minor changes in the Work that result in no cost to the CITY.

3.3.6 Construction Schedule

The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of Work and logic.

3.3.7 Progress Payments

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

3.3.8 Final Payment

The Construction Manager, with the assistance of the CITY's Representative and the Engineer, will conduct inspections to determine the date of Final Completion of the Work, and the Construction Manager will receive and forward to the CITY, for the CITY's review, written warranties and related documents required by the Agreement and assembled by the Contractor.

3.3.9 Contract Interpretation by the Construction Manager

Notwithstanding any omission from the Specifications or the Drawings it shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions upon discovery by the Contractor and request instructions in writing before proceeding with the Work. The Contractor shall not unreasonably take advantage of any errors or omissions found by Contractor. If the Contractor discovers any errors or omissions that it believes affect the time or cost of performing the Work, it shall be entitled to request a Change Order. Contractor shall promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor identifies as defective or insufficient, provided, however, that in doing so Contractor will be acting in its capacity as a contractor and not an architect or engineer, and that this section does not affect CITY's responsibility with regard to the Contract Documents. The Construction Manager may, by appropriate written instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings when incorporated into Change Orders. Such instructions shall be incorporated into the Agreement in accordance with the Change Order provisions of the Agreement.

Any discrepancies discovered by the Contractor between the Contract Documents and Site conditions or any inconsistencies or ambiguities in the Contract Documents shall be promptly reported, in writing, to the Construction Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager with a Request for Information (RFI).

Work done by the Contractor after its discovery of such errors, omissions, discrepancies, inconsistencies or ambiguities without such notice and prior to response from the Construction Manager shall be done at the Contractor's risk and shall not be reimbursed as a Cost of the Work, nor be a basis for an increase in the GMP.

3.4 Engineer

3.4.1 General

The Engineer will have the authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The Engineer shall not be responsible or have authority for the superintendence of construction site conditions; construction means, methods, appliances techniques, sequences, or

procedures; operation of equipment; Contractor's personnel; or for safety practices or unsafe practices; precautions and programs in connection with the Work; or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

3.4.2 Interpretations

The Engineer has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Agreement may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Engineer, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the CITY, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to CITY and shall not be reimbursed as a Cost of the Work, or be a basis for an increase in the GMP.

3.4.3 Acceptability of the Work

The Engineer has the authority to make a recommendation as to the acceptability of the Work. The Engineer has the authority to recommend acceptance regarding the remediation or retention of Defective Work.

3.4.4 Submittal

The Engineer shall receive, through the Construction Manager, shop drawings, product data and samples for review.

The Engineer has the authority to review and take other appropriate action upon the Contractor's submittal such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

ARTICLE 4 - CITY'S RIGHTS AND RESPONSIBILITIES

4.1 General

CITY, acting through the CITY's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity, quality function, performance and reliability as set forth in the Agreement except as delegated to the Construction Manager in these Contract Documents.

4.2 Information and Services Required of CITY

4.2.1 CITY Designation of Authorized Representative

Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority.

CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

4.2.2 Communication

During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

4.2.3 CITY'S instruction to CONTRACTOR

Wherever CITY is identified in the contract documents in reference to providing the CONTRACTOR with instruction, the "CITY" reference could mean, Construction Manager, Engineer, or Representative acting on behalf of the CITY as delegated in that instance.

4.3 Activities on Site by CITY or Separate Contractors

4.3.1 Observation and Inspection

In addition to the Construction Manager's designated representative, the CITY may provide one or more inspectors to the Construction Manager to observe the Work and with the same authority as provided for in Article 3.3.3, Observation and Inspections of Construction.

Separate and independent from the observations and inspections above, the Work may be inspected by Building Officials, Fire Officials, Roseville Electric and/or Pacific Gas and Electric for code compliance. Such inspectors shall have the authority provided to them by their jurisdiction. Any design deficiencies or additional work required by these code inspections not required by the Contract Documents may be incorporated into the Work in accordance with the Change Order provisions of the Agreement

4.3.2 CITY'S Right to Award Separate Contracts

CITY reserves the right to perform work or operations related to the Project with the CITY'S own forces, and to award separate contracts to Separate Contractors in connection with the Project or other work on the Site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the CITY, the Contractor shall make such claim as provided elsewhere in the Contract Documents. When separate agreements are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate Agreement.

4.3.3 Integration of the Work with Separate Contractors

Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

4.3.4 Coordination

CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of

Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

4.3.5 Use of Site

CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

4.3.6 Deficiency in Work of Contractors

If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

4.4 Claims Involving Separate Contractors

In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

4.5 Assignment of Separate Contracts

If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Article 11-Insurance and Bonds; Indemnification hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by

Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Article 9.6-Change Orders on Account of Scope Change.

4.6 CITY's Right to Stop the Work

If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

If CONTRACTOR fails to correct an unsafe condition as specified in Article 12-SAFETY: PROTECTION OF PERSONS AND PROPERTY, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped immediately. CITY's has a right to stop the work, until the condition is corrected to the satisfaction of the CITY.

4.7 CITY's Right to Carry Out the Work

If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may, after such seven (7) Day period, give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

The CITY also reserves the right to perform and suspend any portion of the Work due to an emergency threatening the safety of the Work, public, CITY, and any property or equipment. No deductive Change Order shall be issued for an emergency not caused by Contractor.

4.8 Non-Responsibility of the CITY

CITY shall not be held responsible for the care or protection of any material or parts of the Work prior to the Final Acceptance, except as expressly provided in the Contract Documents.

ARTICLE 5 - CONTRACTOR RIGHTS AND RESPONSIBILITIES

5.1 Status of Contractor and Subcontractors

DESIGN-ASSIST CONSTRUCTION AGREEMENT
Design-Assist Construction of Cirby Way Water Pipeline Repair

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5.1.1 Contractor

It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Agreement and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform the Work in accordance with its own means, methods, and appliances subject to compliance with the requirements of the Agreement.

5.1.2 Subcontractors

If any part of the Work to be done under this Agreement is subcontracted, the subcontract shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract Documents. The subcontracting of any or all of the Work to be done will in no way relieve the Contractor of any part of its responsibility under the Agreement. Subcontractors will not be recognized as having a direct relationship with the CITY. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Agreement. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the CITY or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall only employ subcontractors that are properly licensed in accordance with State law and are registered with the California Department of Industrial Relations (DIR).

Prior to commencement of any work by a subcontractor, the Contractor shall submit to the Construction Manager:

- A. Verification that the subcontractor is properly licensed for the work it will perform.
- B. Upon CITY'S request, copies of subcontract agreements.
- C. Copies of subcontractor's insurance certificates and endorsements.

5.2 Contractor's Representative

The Contractor shall provide in writing, a request to the CITY to delegate authority to an individual to serve in the capacity of authorized representative and shall wait to receive written confirmation from the CITY, before the authorized representative can start work. The authorized representative shall be qualified for the duties required and have complete authority to represent and to act for the Contractor. Said authorized representative has the authority to act in matters relating to the Agreement, and shall be personally present at the Site at all times while work is actually in progress on the Agreement. During periods when the Work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required. The Contractor's authorized representative shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities. All communications to and from the Contractor's authorized representative shall be binding as if given to or by the Contractor.

Contractor shall provide its authorized representative's contact information which shall include the representative's name, office street address, office telephone number, mobile phone number, home phone number, email address and the office mailing address if different from the street address.

The Contractor's authorized representative shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative is not personally present on the Work, the representative shall at all reasonable times be

represented by a competent designated alternate, superintendent or foreman (approved in writing by the CITY, to act in this capacity) who shall receive and obey all instructions or orders given under this Agreement, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to its authorized representative.

5.3 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

At all times during the progress of the Work, Contractor shall assign a competent resident Superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

5.4 Documents and Samples at the Site.

CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built drawings. These shall be provided to CITY upon completion of the Work.

5.5 Use and Protection of CITY'S Site and Adjacent Property

5.5.1 Designated Areas

With the approval of the Construction Manager, the Contractor may use designated portions of the CITY'S Site for storage of construction equipment, materials and field offices provided the Contractor does not interfere with CITY'S operations. The Contractor will not be allowed to unreasonably encumber the Site or adjacent areas with its materials and/or equipment. The CITY will not accept any responsibility for damage to or loss of the Contractor's equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor, including its suppliers and subcontractors. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor or where the CITY cannot provide the space to the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.

5.5.2 Contractor's Site Access

All workers or representatives of the Contractor, subcontractors or suppliers are admitted to the Site only for the proper execution of the Work and have no tenancy without the express written permission of the CITY. Furthermore, no persons may occupy property owned by the CITY outside the limit of the Work, as indicated on the Drawings, without the express written permission of the CITY.

5.5.3 Provisions for Handling Emergencies

It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required; such emergency work will be reimbursed as a Cost of the Work and the GMP increased accordingly to the extent the incidence of the emergency was outside Contractor's reasonable control.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

5.5.1 Debris, Trash, and Construction Wastes

The Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform construction services efficiently, safely and without interfering with the use of and enjoyment of adjacent land areas, and as further stipulated in the Contract Documents. At the end of each worked day, Contractor shall collect and dispose of all litter or enclose it in a secured onsite refuse bin. When the Work is Substantially Complete, or a portion of the Work has been completed, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit CITY to occupy the Project or a portion of the Project for its intended use. Contractor shall provide a finished cleaning of all areas acceptable to the CITY before releasing any area to the CITY for occupancy.

5.6 Compliance with Laws

The CITY is a municipal corporation in the State of California and is subject to the applicable provisions of law relating to public contracts as a Charter CITY. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein and will be complied with by Contractor.

The Contractor shall at all times observe and comply with all existing laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, and defend the CITY, the Construction Manager, the Engineer, the Funding Agencies and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, employees, or its subcontractors.

The Contractor, shall at its own cost and expense, observe and keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws and CITY and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Agreement, in relation to any law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

Attention is directed to the following specific regulations and requirements that are hereby included in the Contract Documents. This list of regulations is not warranted to be complete and the burden of ascertaining legal requirements that must be satisfied shall rest solely with the Contractor.

5.6.1 Prevailing Wages

For purposes of this Agreement, CONTRACTOR and its Subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to the CITY Two Hundred Dollars (\$200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, 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 CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, 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. 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 a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

5.6.2 DIR Registration

California Labor Code section 1725.5 requires the Contractor and all lower-tier subcontractors performing public works services to be currently registered with the California DIR, as specified in California Labor Code section 1725.5. California Labor Code section 1771.1 provides 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 California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. The Contractor shall list the Contractor's current DIR registration number, and the current DIR registration number of all subcontractors, as part of its Bid Proposal.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to every lower-tier subcontractor.

5.6.3 Apprentices on Public Work Projects

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code section 1777.5 et seq., and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7. Please refer to the link below for guidance in meeting your obligation to satisfy the

apprentice requirements for this Project:

<https://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>.

5.6.1 Receipt of Workers' Wages, Fee for Registering or Placing Persons in Public Works

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code sections 1778 and 1779 of the California Labor Code, which read as follows:

Section 1778. "Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."

Section 1779. "Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

5.6.2 Travel and Subsistence Payments

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Section 1773.1 of the California Labor Code.

5.6.3 Workday

In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours labor shall constitute a days' work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the Work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulation Title 8, Group 3, Section 16200(a)(3)(F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours for the inspection of the CITY or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the CITY, the sum of the greater of (i) Twenty-Five and No/100 Dollars (\$25.00) or (ii) the maximum penalty allowable by statute for each laborer, worker or mechanic employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of these provisions.

5.6.4 Labor Discrimination

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code Section 1735, which reads as follows:

Section 1735. “No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for violation of this chapter.”

Contractor agrees that it shall not discriminate against any person on account of their sex, race, color, religious creed, ancestry, national origin, disability, medical condition, marital status, age, gender, military or veteran status, genetic information, or sexual orientation in violation of the Fair Employment and Housing Act or the Unruh Civil Rights Act. Upon a final determination by a court of competent jurisdiction that the Grantee has violated either of these Acts, the CITY may, at its option, (1) withhold payments to Contractor under this Agreement until Contractor complies; or (2) suspend or terminate this Agreement. Contractor shall include the provisions of this paragraph in every subcontract, including procurement of materials and lease of equipment, unless specifically exempted by the CITY.

5.6.5 Asbestos Related Work

All work involving asbestos containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

5.6.6 Compliance with Environmental Laws

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations.

5.6.7 Public Records Act

5.6.7.1 Ownership and Disclosure

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of CITY’S business, including information submitted by the Contractor (“Records”), shall become the exclusive property of CITY and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et seq.). The CITY’S use and disclosure of its records are governed by this Act. The CITY will use its best efforts to inform the Contractor of any request for any financial records or documents marked “Trade Secret,” “Confidential” or “Proprietary” provided by the Contractor to CITY. The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

5.6.7.2 Litigation Related to Disclosure

In the event of litigation concerning the disclosure of any Records, CITY’S sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold CITY harmless from all costs and expenses including attorney’s fees in connection with any such action.

5.7 Certified Electricians

Workers performing work for an electrical contractor installing, constructing, or maintaining any electrical system covered by the National Electrical Code shall be certified as a General Electrician per California Labor Code Section 3099.

5.8 Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (Cal OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth in Article 12 – SAFETY: PROTECTION OF PERSONS AND PROPERTY, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall be followed by the Contractor. Refer to Article 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

5.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in CITY's technical specifications Section 01 14 00-1.04 F Hours of Work and Overtime (as revised 7/15/2026). At the sole reasonable direction of CITY, such work may be required due to project or operational constraints as defined in Section 01 14 00 (as revised 7/15/2026) or if emergencies arise as provided for in Article 5.5.3-Provisions for Handling Emergencies. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. Except as provided in 5.5.3-Provisions for Handling Emergencies, for work outside of the normal working hours, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the GMP stipulated for the Work, except for authorized work performed outside of the Agreement.

5.10 Cooperation with Other Contractors

This paragraph shall serve as notice to the Contractor that the CITY may allow other contracts for other work at or near the Site of this Work. The Contractor shall afford other Contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Agreement, the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or Contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or Contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Construction Manager.

ARTICLE 6 - SUBCONTRACTORS

6.1 Incorporation of Contract Documents

CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor.

6.2 Approval of Subcontractors

Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 7 - TIME AND PROGRESS OF THE WORK

7.1 Commencement of Work

Within five (5) calendar days after execution of the Agreement, written Notice to Proceed will be issued by the City to Contractor. Notwithstanding other provisions of the Agreement, the Contractor shall not be obligated to perform the Work, and the City shall not be obligated to accept or pay for such Work performed by the Contractor, prior to City's issuance of the Notice to Proceed. The Contractor shall provide the required Agreement bonds and evidences of insurance prior to the City's execution of this Agreement and prior to commencement of any Work.

The Contractor shall commence execution of the Work within five (5) days after the date established in the Notice to Proceed for the commencement of Contract Time.

The Contractor shall give the Construction Manager written notice not less than five (5) working days in advance of the actual date on which the Work is to begin on the Site (excluding Preconstruction Services performed under the Agreement) will be started. The Contractor shall be entirely responsible for any delay in the Work which may be caused by its failure to give such notice.

If the Work is suspended, in whole or in part, as stated in Section 14.5.2 Suspension for Convenience, the Work shall not resume without the CITY issuing a second Notice to Proceed for the commencement of Contract Time.

7.2 Contract Time

All time limits for Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Agreement. The counting of Working or Calendar Days shall begin five (5) Calendar Days from the date of the Notice to Proceed. The Contractor shall prosecute the Work so that the various portions of the Work shall be complete and ready for use within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES. It is expressly understood and agreed by and between the Contractor and the City that the Contract Time(s) for Contract Milestones, Substantial Completion of the Work and for Final Completion are reasonable times taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work known as of the date this Agreement is entered into.

7.3 Delays

7.3.1 Notice of Delays

When the Contractor foresees a delay in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay to its Work, the Contractor shall notify the Construction Manager in writing of the occurrence of delay, providing the estimated extent of the delay and its cause. The Contractor shall take immediate steps to prevent or mitigate, if possible, the occurrence or continuance of the delay.

The Contractor agrees that no claim shall be made for any occurrence of delay that is not the subject of a written notice and that is not submitted to the attention of the Construction Manager within ten (10) calendar days of its occurrence. The City may accept a delay with more than ten (10) calendar days of notice if the City finds that the Contractor was acting in good faith and the City was not prejudiced by the Contractor's failure to timely provide the required notice.

7.3.2 Non-Excusable Delays

Non-excusable delays in the prosecution of the Work are delays which were caused by the Contractor, or by its subcontractors and suppliers, at any tier level, or delays which could have been avoided by the exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. The Contractor shall receive no compensation or time extension for such delay. The determination of Non-Excusable Delays shall be made solely by the Construction Manager. In the event that the Contractor is not in agreement with the Construction Manager's decision, the Contractor may appeal the decision by submitting to the City (for consideration), evidence that supports the Contractor's claim for an Excusable Delay consideration.

7.3.3 Excusable Delays

Excusable Delays in the prosecution or completion of the Work are delays which are not caused by or within the control of Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. In addition, before a delay will be deemed an "Excusable Delay," the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule submitted by Contractor in accordance with the Contract Documents. The Contractor shall receive no compensation for such delay unless such delay also qualifies as a Compensable Delay, as described below. The following are examples of Excusable Delays:

- A. Site Availability; Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.
- B. Regulatory and Governmental Authority; Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.
- C. Separate Contractor's Acts or Omissions; Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.
- D. Force Majeure; Delays resulting from Force Majeure.
- E. Differing Site Conditions; Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.
- F. Hazardous Materials; Delays resulting from the existence or discovery of Hazardous

Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.

- G. Applicable Laws; Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.
- H. CITY Acts or Omissions; Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.
- I. Abnormal Delays; Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as Excusable Delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- J. Weather Delays; Delays caused by inclement weather conditions defined in 8 CCR 2940.3 or the conditions resulting from inclement weather shall be considered as "Excusable Delays" if they prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force listed in the published schedule as being engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof.
- K. Material Shortages; Upon the Contractor's submission of satisfactory proof to the Construction Manager, shortages of material may be considered an "Excusable Delay" upon the satisfaction of the conditions set forth herein. The Contractor must demonstrate that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual and unforeseeable circumstances, will be considered as eligible for an "Excusable Delay," and no consideration will be given to any claim that the material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager 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 usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the Contractor's or its subcontractor's or supplier's mishandling of the procurement for such material. The above provisions apply equally to equipment to be installed in the Work. Nothing herein is intended to affect the Contractor also needing to demonstrate that the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

7.3.4 Compensable Delays

Compensable Delays in the prosecution or completion of the Work are delays which meet each of the following three elements: (1) delays which result from causes beyond the control of the Contractor and which could not have been avoided by the reasonable exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level; (2) delays that prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule; and (3) delays that are caused by one of the following three causes:

- A. CITY Acts or Omissions; Delays due to the actions and/or inactions of the City,

Construction Manager, Engineer or any of their agents or employees.

- B. Differing Site Conditions; Delays due to differing site conditions as defined in Article 7.3.3.E-DIFFERING SITE CONDITIONS.
- C. Separate Contractor's Acts or Omissions; Delays due to other contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

7.3.5 Concurrent Delays

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Article 7.3.2-NON-EXCUSABLE DELAYS, Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS. During such concurrent delay periods, time extensions will be granted in accordance with Article 7.4-TIME EXTENSIONS; however, the Contractor will be granted a non-compensable time extension, and the City shall not assess its actual costs as defined in Article 7.4.1-NON-EXCUSABLE DELAYS, nor will the City assess Liquidated Damages.

7.4 Time Extensions

7.4.1 Non-Excusable Delays

The Contractor shall receive no compensation or time extension for Non-Excusable Delays.

7.4.2 Excusable or Compensable Delays

If the Contractor is delayed in the performance of its Work as defined in Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS, then the Contract Time(s) will be extended by the City for such time that, the Contractor shows, and the City agrees (which agreement will not be unreasonably withheld), the Project's critical path completion dates will be delayed, provided that the Contractor strictly fulfills the following:

- A. The Contractor shall have provided written notification, in accordance with Article 7.3.1-NOTICE OF DELAYS;
- B. The Contractor shall have submitted in writing a request for an extension of time to the Construction Manager stating at a minimum the cause of the delay and the estimated number of days being requested. The Contractor's request for a time extension shall be submitted within fifteen (15) days of the Contractor furnishing its written notice pursuant to Article 7.3.1-NOTICE OF DELAYS. In the case of an Excusable Delay or Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its request for a time extension, including updating its time impact analysis, every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.
- C. If the Contractor maintains that the delay at issue is a Compensable Delay, the Contractor shall submit an estimate of the additional compensation for Field Overhead and Indirect Home Office Overhead (per Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS) that it is seeking in regard to the alleged delay. This estimate shall be included with the Contractor's request for time extension that is described in paragraph B, above. In the case of a Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its estimate of additional compensation every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.

- D. If requested by the Construction Manager, the Contractor shall provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay (as well as additional compensation in the case of Compensable Delay), or to determine if other concurrent delays affected the Work. Such additional information shall be furnished within fifteen (15) days of the Construction Manager's request for additional information.
- E. Time extensions due to Excusable or Compensable Delays will be granted only if such delays involve controlling critical path operations which would prevent completion of the whole Work within the specified Contract Time(s), as described in the above conditions for determination of "Excusable Delay" or "Compensable Delay."

Construction Manager will, in writing, approve or reject the Contractor's request for a time extension within fifteen (15) days of the latter of (i) the Construction Manager's receipt of the Contractor's complete request for a time extension; or (ii) the Construction Manager's receipt of the additional information referenced in paragraph C, above. If Construction Manager does not provide a written response within such fifteen (15) day time period, the Contractor's request shall be deemed denied by the City.

If the Construction Manager determines that the Contractor is entitled to a time extension, during such approved extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor.

7.4.3 Weather Delays

For Weather Delays, the Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Article 7.3.3.J-WEATHER DELAYS, over and above an allowance as provided for in Exhibit H-Completion Times and Liquidated Damages. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should the Contractor fail to complete the Work within the time specified in the Agreement, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Article 7.5-Liquidated Damages.

7.4.4 Field Overhead and Indirect Home Office Overhead for Compensable Delays

The Contractor shall be compensated for field overhead and indirect home office overhead expenses due to Compensable Delays for periods of time when the Work is delayed as defined in Article 7.3.4-COMPENSABLE DELAYS. However, no payment shall be made for compensable delays which occur during a concurrent delay as defined in Article 7.3.5-CONCURRENT DELAYS. As a condition precedent to payment for field overhead and indirect home office overhead, the Contractor must fulfill all conditions as provided in Article 7.4.2-EXCUSABLE OR COMPENSABLE DELAYS. Compensation will be calculated in accordance with 7.4.4.1 and 7.4.4.2 below. No additional markup for overhead or profit shall be provided for such field overhead and indirect home office overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract Time period granted for the compensable delay(s) is required to complete the Work following the depletion of the original Contract Time period and any time extensions granted other than compensable time extensions. Payment for field overhead and indirect home office overhead shall be calculated as follows:

7.4.4.1 Field Overhead

For those allowable delay periods as described in Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its field overhead based on:

- A. Actual invoice costs for on-site field offices and temporary utilities as described in Section 01 50 00, TEMPORARY FACILITIES AND UTILITIES.
- B. Actual labor costs as shown in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, for field office staff.
- C. Fair rental values acceptable to the Construction Manager as described in Article 9.6-Cost Determination, for construction equipment idled due to the delay.
- D. Actual Errors and Omissions insurance costs attributable to delay periods.

7.4.4.2 Indirect Home Office Overhead

For those delay periods as described in the introduction of Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its indirect home office overhead based on the following formula:

[Guaranteed Maximum Price (\$) divided by the Contract Time Period (Calendar Days)] x 0.03 = Daily Indirect Home Office Overhead (\$/Calendar Day)

As it is impractical to determine the actual home office overhead, such reimbursement shall encompass full payment for any and all indirect home office overhead expenses for such periods of time for the Contractor and all subcontractors. Distribution of the markup amount among the Contractor and all subcontractors and suppliers is the responsibility of the Contractor.

7.5 Liquidated Damages

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES, plus any extensions thereof allowed in accordance with Article 7.4-TIME EXTENSIONS. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its Agreement obligations that have accrued by the times for completion as specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES.

It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the amount set forth in Exhibit H, COMPLETION TIMES AND LIQUIDATED DAMAGES, per day for each and every calendar day that expires after the times for completion specified for each construction milestone except as otherwise provided by extension of time pursuant to Article 7.4-TIME EXTENSIONS. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Liquidated damages will continue to accrue at the stated rate until the completion of any defined completion milestone(s) and Final Completion of Work, all as set forth in Exhibit H, COMPLETION TIMES AND LIQUIDATED DAMAGES. Accrued liquidated damages may be deducted by the City from amounts due or that become due to the Contractor for performance of the Work. Liquidated

damages may not be waived or reduced by the City unless expressly waived or reduced in writing by the City.

ARTICLE 8 - PAYMENT AND COMPLETION

8.1 Guaranteed Maximum Price ("GMP") and GMP Shared Savings

CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

8.2 Shared Savings

CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive a negotiated percentage of the GMP Savings as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto. "GMP" Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

8.3 Schedule of Values

Contractor will be required to submit a complete schedule of values upon selection of proposal to facilitate contract negotiation within ten (10) days of notice. Schedule of values should set forth the various portions of the Work, and the portions of the GMP allocated to each portion.

8.4 Applications for Payment

CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

8.5 Amount of Progress Payments

CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Article 8.6 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

8.6 Retention, Escrow Agreement, Final Payment

Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, CITY shall

continue to retain such amount as required by law and/or CITY administrative regulation 4.01. CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the CITY Attorney (form of escrow agreement is attached as Exhibit F–IN LIEU OF SECURITIES ESCROW AGREEMENT. Release of Retention monies shall constitute the Final Payment.

8.7 Early Release of Subcontractor Retention. [reserved]

8.8 Payment for On-Site and Off-Site Stored Materials.

8.8.1 Payment for Materials:

8.8.1.1 Payment may be made for those materials delivered to the site but not incorporated in the work to the extent that the materials are included in the Construction Schedule as cost-loaded material delivery activities.

8.8.1.2 Payment for materials delivered will not be made before the respective shop drawings, installation instructions and O&M manuals have been submitted, reviewed, and accepted in accordance with CITY's technical specifications Section 01 33 00, Submittal Procedures (as revised 7/15/2026).

8.8.1.3 To receive payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to submit to the ENGINEER, at least 7 days prior to the end of said month, a list of such materials.

8.8.1.4 At their sole discretion, the ENGINEER will approve items for which payment as for On-Site and Off-Site Stored Materials is to be made.

8.8.1.5 The list of materials and invoices shall be clearly identified by referencing the associated activity on the cost loaded schedule.

8.8.1.6 Payment for materials delivered to the site or a bonded warehouse will be made in an amount equal to the respective suppliers' invoices(s) for the actual net cost for the item(s) delivered plus delivery charges in accordance with payment terms of the Agreement.

8.8.1.7 The CONTRACTOR's actual net cost for the materials must be supported by invoices of suppliers.

8.8.2 Proper storage and protection of materials shall be provided by the CONTRACTOR. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and payments made for these items shall be deducted from the final payment for the work.

8.9 Title to Construction Work

CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Construction Work for which Applications for Payment have been previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

8.10 Withholding of Payment

CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;
- D. damage to CITY or to a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or
- E. reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.

8.11 Failure of Payment; Interest

In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

8.12 Occupancy by CITY Prior to Acceptance

CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

8.13 Substantial Completion

When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

8.14 Final Completion

When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If following final inspection, CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If

CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

8.15 Waiver of Claims at Final Payment

Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

8.16 Construction Allowance Items

CONTRACTOR must have prior written authorization from CITY to begin work on allowance item scope. Upon approval of an invoice for work covered by an allowance item, the CITY shall pay for CONTRACTOR's performance under this Agreement the actual Cost of the Work and Fee (as described in Exhibit D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS hereto). When the approved invoices for the actual Cost of the Work is more or less than the amount of an allowance item, the Contract GMP will be adjusted by Change Order; provided, however, that the sum of the actual total cost of each allowance item shall not exceed the approved Allowance Amount of each, as adjusted by Change Order/Directive in accordance with the Contract Documents.

8.17 Contingency [reserved]

8.18 Audits and Access to Records.

The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. City and its representatives will have access upon five (5) business days advanced written notice, during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, AIS records and all other information and documentation relevant to the Work for the purposes of inspection, audit, and copying. The Contractor will, at no cost to City, provide reasonable facilities for such access, and inspection purposes. The City will arrange for and pay all costs of copying.

The Contractor agrees to include and make the requirements of this article, applicable to all subcontractors listed in their DESIGNATION OF SUBCONTRACTORS list.

Audits conducted pursuant to this article, will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

The Contractor agrees to provide requested information and reports resulting from access to records to City, subject to execution of an appropriate confidentiality order if requested.

Records must be maintained and made available during the performance of the Work and for four (4) years after Final Payment, and until final settlement of all Disputes or Claims, whichever occurs later.

The right of access provisions of this article, applies to all financial records pertaining to the Agreement:

- A. To the extent the records pertain directly to Agreement performance;

- B. To the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to the Agreement including Change Orders;
- C. To the extent there is credible evidence that Contractor has violated the federal False Claims Act and the California False Claims Act or that fraud, gross abuse, or corrupt practices may be involved; and
- D. If the Agreement is terminated for default or convenience.

Access to records is not limited to the required retention periods. City's Authorized Representative or designee must be granted access to records at any reasonable time for as long as the records are required to be maintained.

In the event that City's audit determines that Contractor has billed for any costs that are ineligible for reimbursement or for any reason should not have been paid, or the Contractor's fee has been improperly applied or calculated, Contractor shall promptly refund all improper payments following receipt of City's written notice and explanation of the alleged overpayments or improper fee and shall be responsible to pay City for the City's reasonable costs to perform the audit unless the Contractor establishes that the overpayment or improper fee was the result of an unintentional, inadvertent clerical error.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Contract Held Valid.

Any change in the Scope of Work or deviation from the Contract Documents including, without limitation, Extra Work or Omitted Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in cost of the work affected by such change will be added to or deducted from the Guaranteed Maximum Price (GMP), as the case may be.

9.2 Execution of Changes

- A. Only the Contractor or the City may initiate changes in scope of Work or deviation from Contract Documents.
- B. Changes in the Work may be accomplished after execution of the Contract where they are documented by an executed Field Directive, Field Order, or Change Order in accordance with applicable provisions of the Contract Documents.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.
- D. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to show acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to the GMP and Contract

Time contained in the Change Order are in full satisfaction and accord and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

9.3 Definitions

9.3.1 Incidental Work

Incidental work includes reasonably implied parts of the work not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the Guaranteed Maximum Price (GMP). Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.

9.3.2 Extra Work

New or unforeseen work, or added work of a different character or function; or that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor's Cost of the Work and/or time to perform the Work, and is approved by the City via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes "Incidental Work" as defined within the Contract Documents definition above.

9.4 Change Directives

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the OWNER'S REPRESENTATIVE. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. The following procedures shall apply with respect to Change Directives.

- A. Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.
- B. A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.
- C. If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in these contract documents. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.
- D. Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When

both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.

- E. If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

9.5 Contract Modification Procedures

9.5.1 Request for Proposal (RFP)

- A. The City may issue a Request for Proposal (RFP) to the Contractor in connection with the City considering an addition to, or deletion from, or other change in the Work. RFPs shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.
- B. Whenever the Contractor is required to prepare a cost proposal in response to an RFP, and whenever Contractor is entitled to submit a cost proposal and elects to do so, Contractor shall prepare and submit to City for consideration a cost proposal using a form provided by the CM or the Contractor may submit another form if deemed acceptable to the Construction Manager. All cost proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemize materials, labor, equipment, special services, taxes, and markups. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall follow the cost items defined in Cost Determination in this Section. The Contractor shall provide all required cost information requested by an RFP within fourteen (14) days after receiving the RFP.
- C. Upon receipt of the Contractor's cost proposal, which shall include a detailed itemized breakdown as prescribed in this Section, the Construction Manager will act promptly thereon. If Construction Manager takes no exception to the cost proposal, Construction Manager will prepare Change Order for City and Contractor signatures, provided that City has elected to proceed with the changed Work. If a cost proposal is not acceptable to the Construction Manager, the Construction Manager will indicate to Contractor the unacceptable items in the proposal. Except as otherwise provided in this Section, Contractor shall have seven (7) days in which to respond to Construction Manager with a revised cost proposal.
- D. If the parties do not agree on the price or time adjustment in response to an RFP, City may issue a unilateral change order pursuant to the Agreement, Article 9.5.3-FIELD ORDER-FORCE ACCOUNT WORK. Contractor shall perform the changed Work, notwithstanding any claims or disagreements of any nature, with the understanding that it preserves all rights to pursue adjustments to the GMP and/or Contract Time in connection with the change.
- E. When the necessity to proceed with a change does not allow the Construction Manager sufficient time to conduct a proper check of the Contractor's cost proposal (or revised cost proposal), Construction Manager may order Contractor to proceed with the change, with the understanding that parties will negotiate in good faith to determine the value of the change at the earliest practical date. In this event, the value of change, with corresponding equitable adjustment to the GMP, shall not be more than any increase or less than any decrease proposed by the Contractor's cost proposal.

9.5.2 Field Directive/Supplemental Instruction Resulting from RFI's, Submittals or other instructions from the Engineer and/or City

- A. The Contractor may be issued a Field Directive or Supplemental Instructions resulting from an RFI, Submittal or other instructions from the Engineer and/or City.
- B. If the Contractor is satisfied with Field Directive or Supplemental Instruction and does not request change in the GMP or Contract Time, then the Field Directive or Supplemental Instruction shall be executed by the Contractor without a Change Order.
- C. If the Contractor believes the Field Directive/Supplemental Instruction results in additional Cost of the Work or a change in the GMP or Contract Time, then Contractor must notify the Construction Manager within ten (10) days following receipt of Field Directive/Supplemental Instruction and before proceeding with this work. If the Construction Manager considers Contractor's notice to be justified, the instructions of the Field Directive/Supplemental Instructions will be revised or a proposed Change Order will be issued for the City's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above, unless the City is not Prejudiced by Contractor's untimely notice. In addition, the Contractor shall within fifteen (15) days from the date of the Contractor furnishing written notice provide a detailed justification and analysis as well as estimated pricing and Time Impact Analysis to support any request for time extension. Should the work at issue impact Contractor's operations for a period longer than fifteen (15) days, Contractor shall update its request for additional compensation and/or additional time, every thirty (30) days until the disputed work is no longer allegedly impacting Contractor's operations. In addition, Contractor shall comply with the requirements of the Agreement concerning Records of Disputed Work and Submission of Disputed Work Costs, respectively.
- D. Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the City's interpretation, clarifications, instructions, or decisions is at Contractor's risk.
- E. If the Contractor and Construction Manager still do not agree on the Field Directive's impact to the GMP or Contract Time, then Contractor may appeal to the Engineer for decision. If the Engineer concurs with the Construction Manager's position, the Contractor will be directed again in writing to make the changes covered in the Field Directive/Supplemental Instructions and Contractor shall do so notwithstanding any claims or disagreements of any nature. Contractor may file a Notice of Potential Claim and Claim in accordance with the Agreement.

9.5.3 Field Order- Force Account Work

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by issuing a unilateral Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be made based on an accounting of the Contractor's Cost of the Work as described in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fee, and Article 9.6-Cost Determination.
- B. Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. The Contractor shall maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict all

costs incurred for the authorized force account work. Upon request by the Construction Manager or City, these cost records must be made available for review as provided in the Agreement.

- C. All subcontractors that expend labor, equipment and materials on force account work shall record those costs daily by using a form provided by or approved by the Construction Manager. The subcontractor reports, if found to be correct, shall be signed by the subcontractor, Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the subcontractor's performance of said work. The Daily Extra Work Report sheet shall thereafter be considered the true record of force account work provided by the subcontractor. If the Construction Manager, or inspector, does not agree with the labor, equipment and/or materials listed on the subcontractor's daily force account report, the Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice per the Agreement.
- D. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of subcontractor work paid for on a force account basis and the costs of other operations.
- E. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's Costs of the Work involved in the force account pursuant to the pertinent unilateral Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired, unless City is not prejudiced by Contractor's untimely billing and submittal of costs.

9.5.4 Construction Change Directive (CCD)

- A. CCD is a written order prepared by the Construction Manager and signed by the City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time.
- B. If at any time the City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, the City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within ten (10) calendar days.
- C. Contractor's response must be any one of following:
 - 1. Return CCD signed, thereby accepting City's response, time, and cost.
 - 2. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
 - 3. Give notice of intent to submit a Claim as described in the Agreement.
- D. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient

substantiating data to permit evaluation.

2. Unit prices stated in the Contract Documents or subsequently agreed upon.
 3. Cost to be determined in a manner agreed by the City and Contractor.
 4. Cost to be determined pursuant to Article 9.6-Cost Determination.
- E. A CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Articles 9.6.3 and 9.6.4-Allowable Markups. If the parties still do not agree on the price for a CCD, Contractor may file a Claim in accordance with the Agreement. Contractor shall keep and present, in such form as Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Article 9.6-Cost Determination.
- G. Pending final determination of cost to the City, amounts not in dispute may be included in Applications for Payment.

9.5.5 Documentation for All Changes

- A. Upon request of the Construction Manager, the Contractor shall provide the following information to support the request for change in cost or time:
1. Copy of original quotations, purchase order or invoices to verify costs included in original pricing.
 2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
 3. Copy of all insurance and bond costs resulting from change.
 4. Copy of all quantity takeoff sheets for materials, labor and equipment.
 5. Certified payroll records.
 6. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation, unless the equipment is included in the Agreement, Exhibit C- Guaranteed Maximum Price, Cost of Work and Fee.
 7. Invoices for all non-owned rental equipment.
 8. Other information, as reasonably required, to document the labor, equipment and materials used.
- B. Correlation of Other Items:
1. Contractor shall revise Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the GMP on the next monthly progress billing.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Orders or CCDs.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period and provide a copy to the Engineer with progress billing.

9.6 Cost Determination

With respect to Change Orders which increase or decrease the Scope of Work described in Exhibit B- Contractor's Technical Proposal, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Article 9.7 below, the GMP shall be increased (or decreased) by the following "Scope Change Costs":

9.6.1 Contractor's Direct Cost Categories

The Contractor's allowed direct costs are found in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fees.

9.6.2 Subcontractor's Direct Cost Categories

The categories described below are defined to be direct costs for subcontractors at all tier levels.

No other type of costs will be allowable as a direct cost. Direct costs shall not include any labor costs or indirect costs pertaining to the subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools (as defined in item C-Subcontractor's Construction Equipment Rental Cost of this Article 9.6.2) nor supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

A. Subcontractor's Direct Field Labor

1. The cost of labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the work by the subcontractor will be the sum of the following:
 - a. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
 - b. All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the subcontractor for each specific craft and broken down by wage rate if applicable to that craft.
 - c. General Liability insurance burden, if applied to subcontractor's payroll. By formal submittal, the subcontractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.
2. Except as otherwise may be agreed to in writing by the Construction Manager, the actual wages and benefits paid for manual classifications of subcontractor's on- site workers will not, in the aggregate, be less than the current applicable wage for each classification as established by the State of California Department of Industrial

Relations.

3. Specifically prohibited from the subcontractor's labor costs are other payroll burden factors such as small tools (as defined in item C below), bonuses of any kind and safety incentives.
4. Subcontractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category. Except as otherwise may be agreed to in writing by the Construction Manager, the actual travel and/or subsistence costs will not be less than established in the State of California Department of Industrial Relations.

B. Subcontractor's Materials

1. The cost of all materials, including all factory testing, freight and delivery costs of materials, accepted by the City and used in performing the work will be the cost to the subcontractor from the supplier thereof. All discounts for early payment shall accrue to the subcontractor unless the City's payment to subcontractor is paid to subcontractor before discount payment is due in which case discount savings will be fully credited to City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.
2. At the request of the Construction Manager, the subcontractor will obtain more than one quote for materials to be used to complete change order or force account work. Copies of all quotes shall be shown to the Construction Manager.
3. For materials used in construction of the Project which may have additional uses on other projects for the subcontractor's benefit, such as dimensional lumber, beams and plywood to form concrete or temporary diversion pipes, the subcontractor shall submit a material unit cost to cover use of these types of materials for the approval of the City prior to delivery to the Work Site. This unit cost shall take into account the use of such materials on other past and future projects.

C. Subcontractor's Construction Equipment Rental Cost

1. The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. City-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in this section.
2. The aforesaid rental rates shall be deemed to include the cost of fuel, power, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the subcontractor incidental to the use of such construction equipment. All equipment must be in good working condition and suitable for the purpose for which it is to be used, as judged solely by the Construction Manager. Rental time will not be allowed while equipment is inoperative due to breakdowns.
3. Compensation for idle time of equipment through delays caused by the City will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.
4. Small Tools. Individual pieces of equipment or tools having a replacement value of

\$500 or less, whether or not consumed by use, are considered to be small tools and no rental payment will be made unless it can be demonstrated that the particular item is needed and purchased by the subcontractor solely for the completion of the Change Order work.

5. The rental time to be paid for equipment used to complete change order and force account work will be the time the equipment is in operation on the change order or force account work being performed or an approved outside rental rate from an equipment rental company provided such rental rate was approved by the Construction Manager prior to the equipment's transportation to the project for use in the change order or force account work.
6. For equipment not already on the project site to complete other portions of the Work, loading and transporting costs will be allowed for equipment approved by the Construction Manager to complete change order or force account work. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers in the area. The cost of transporting equipment shall not exceed the applicable minimum established rates of the California Department of Transportation.

D. Special Services used by Subcontractor

When the Construction Manager and the Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of a subcontractor, service or extra Work item may be performed by a specialist. These types of services will be paid based on current market rates, subject to Construction Manager approval, which approval will not unreasonably be withheld.

9.6.3 Allowable Mark-Ups - Contractor

The Contractor's allowed mark-ups are found in Exhibit C Guaranteed Maximum Price, Cost of Work and Fees.

9.6.4 Allowable Mark-Ups – Contractor's Subcontractor(s)

The subcontractors shall be entitled to compensation for indirect field and home office overhead costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order increase or decrease of work, as further described below. The maximum markup which will be allowed for the subcontractor's combined overhead and profit will be:

- A. For work by its own organization, the subcontractor may add up to the following percentages:
 - Direct Field Labor: 15 percent
 - Materials: 10 percent
 - Equipment (owned or rented): 10 percent
 - Special Services: 5 percent
- B. For all such work done by sub-tier subcontractors, such sub-subcontractors may add the same percentages as the subcontractor as listed in (9.6.4.A) above to its actual net increase in costs for combined overhead and profit. The subcontractor may then add up to five percent (5%) of the sub-subcontractor's total for its combined overhead and profit. No additional mark-ups will be allowed for further tier-ed subcontracts below a sub-subcontractor.
- C. When both additional and deleted work are involved in any one change order, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or

decrease. For Change Order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added by the subcontractor to the sum of the direct labor, materials and equipment as a deduction for overhead, profit, and reduction in bond and insurance. The subcontractor shall not be entitled to nor claim for anticipated profits on work that has been omitted.

- D. To the total of the subcontractor's actual costs and fees allowed herein under, not more than two percent (2%) shall be added for additional bonds, if bonds were required by the Contractor. The compensable percentage for the subcontractor's bonds shall be based on the subcontractor's actual bond costs, as substantiated through documentation formally submitted to the Construction Manager.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited, to the subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

9.6.5 Materials On Order at Time of Change Order

If acceptable material is ordered by the subcontractor for the deleted work prior to the date of notification of such deletion by the Construction Manager, and if orders for such material cannot be canceled, the subcontractor will be paid at the actual cost. In such case, the material paid for shall become the property of the City and City will pay for the actual cost of any further handling. If the material is returnable to the vendor, and if the Construction Manager so directs, the material shall be returned and the subcontractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the City.

9.6.6 Disallowed Costs in Change Order and Force Account Work

Disallowed subcontractor costs in Change Orders include, but are not limited to:

- A. Interest cost of any type other than those mandated by statute;
- B. Change Order preparation and review costs;
- C. Meetings related to Change Orders;
- D. Schedule preparation costs;
- E. Submittal preparation costs;
- F. Accounting and Invoicing costs related to Change Orders;
- G. Developing and/or updating as-built drawings.

9.7 Change Orders on Account of Contingencies

With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following "**Contingency Costs**," consisting of the following:

9.7.1 Taxes

With respect to new, increases, or decreases in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new, increased or decreased taxes only.

9.7.2 Permit Fees

With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order

9.8 Change Orders on Account of Excusable Delays

9.8.1 Construction Delay Costs

With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Article 9.8.2 below, the GMP shall be increased by the following "Delay Costs":

- A. Increased allowable labor costs resulting from wage increases paid due to the delay;
- B. Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;
- C. Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);
- D. Demobilization and remobilization costs; and
- E. Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

9.8.2 Exceptions

With respect to the Excusable Delays described in Article 7.4.2, the following exceptions to the cost provisions of Article 9.8.1 above shall apply:

- A. Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- B. Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority; is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- C. Changes in Applicable Laws. Additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

9.9 Change Orders on Account of Differing Site Conditions

If CONTRACTOR encounters conditions described in Article 7.3.3-Excusable Delays, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 9.8.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

9.10 Cost Pricing Data and Access To Records

- A. All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.
- B. The Construction Manager shall have access to the records of Contractor and Subcontractors as provided in Article 8.18-Audits and Access to Records.

9.11 Time Extensions on Account of Change Orders.

CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

9.12 Force Majeure

There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

ARTICLE 10 - CORRECTION OF WORK

10.1 Correction of Work Prior to Completion

Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

10.2 Correction of Work After Completion

For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

10.3 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

10.4 No Effect on Limitations

Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 11 - INSURANCE AND BONDS; INDEMNIFICATION

11.1 Insurance to be provided by CONTRACTOR

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed.

11.2 Evidence of Coverage

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and 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 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.

11.3 Qualifying Insurers

With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies 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.

11.4 Summary of Insurance Requirements

Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as shown in the table below.

Table 1: Summary of Insurance Required

Coverage	Limits
Commercial General Liability Minor Construction Projects (Projects under \$1,000,000)	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Commercial General Liability Major Construction Projects (Projects over \$1,000,000)	\$5,000,000 each occurrence \$10,000,000 aggregate Personal Injury: \$5,000,000 each occurrence \$10,000,000 aggregate
Comprehensive Automobile Liability For bodily injury (including death) and property damage which provides	Total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles
Statutory Workers' Compensation and Employer's Liability Insurance	Limits of not less than One Million Dollars (\$1,000,000) per occurrence.
Builder's Risk/Course of Construction Insurance	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
Contractor's Pollution Liability Insurance	Combined Single Limit for each occurrence: \$2,000,000 General Aggregate: \$2,000,000
Professional Liability Submittals prepared by licensed California Engineer	Limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions.

11.5 Commercial General Liability.

11.5.1 Coverage or Endorsements

The Commercial General Liability policy shall include coverage or endorsements for:

- A. Completed operations.
- B. Losses related to independent contractors, products and equipment.
- C. Explosion, collapse and underground hazards.

11.5.2 Copies to be Provided

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

DESIGN-ASSIST CONSTRUCTION AGREEMENT

Design-Assist Construction of Cirby Way Water Pipeline Repair

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- A. Inclusion of the CITY of Roseville, and its officers, agents, employees and volunteers, as additional insured (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 Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the CITY of Roseville, its officers, agents, employees, and volunteers.
- B. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- 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 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. CONTRACTOR shall furnish a certificate for the period covered.

11.5.3 Claims Made Coverage – Special Notice

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

11.6 Comprehensive Automobile Liability

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

11.7 Statutory Workers' Compensation and Employer's Liability Insurance

Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

11.8 Builder's Risk/Course of Construction Insurance

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. 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 CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with 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.

11.9 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability Insurance. The Contractor shall obtain Pollution Liability Insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to Contractor's general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any Work to be performed under the Agreement, including liability for and defense of lawsuits and regulatory actions. Coverage shall be provided for both Work performed on Site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

- Combined Single Limit for each occurrence: \$2,000,000.
- General Aggregate: \$2,000,000.

If the coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the award date of the Agreement.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after final payment.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement award date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after Final Payment.
- A copy of the claims reporting requirements must be submitted to the City for review.

11.10 Professional Liability Insurance

All submittals required of the Contractor which are to be prepared by a licensed California engineer shall be prepared only by a licensed engineer who is covered by a professional liability insurance policy issued by a California-admitted carrier or a carrier authorized to do business in California with a Best's rating of A-: VII or better, with an limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions. Such insurance shall be maintained in effect by said engineer at all times while performing Work on the Project and for at least three (3) years after Final Completion of the Project.

Contractor shall submit an insurance certificate for such engineer prior to beginning Work for approval by the City.

11.11 Other Insurance Provisions.

- A. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.
- B. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of 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 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. 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, 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 Contract. 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. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.
- D. 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 CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of 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. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.
- 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 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. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of \$2,000,000.

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

11.12 Payment, Performance and Warranty Bonds

CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY'S request for proposals for the Project. The Labor & Materials and Performance Bonds shall be in a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit G hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

Table 2: Summary of Bonding Requirements

Bond Type	Requirement
Performance	100% of the Total Contract Price
Labor and Materials	100% of the Total Contract Price
Warranty	One year following the date of Final Completion Penal sum equal to ten percent (10%) of the GMP

11.13 Indemnification

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole or active negligence of CITY. 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.

ARTICLE 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

12.1 Contractor's Responsibility for Site Safety

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and

construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement.

The services of CITY'S contract administrator, if any, in conducting a review of CONTRACTOR'S performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR'S work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR'S performance under this Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

- A. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.
- B. CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement 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.
- C. All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.
- D. CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.
- E. The Contractor shall indemnify, defend and hold CITY and Construction Manager, Engineer, Funding Agencies and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety obligations in accordance with Article 11.14-Indemnification.
- F. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the CITY. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Agreement. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Agreement.
- G. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

12.2 Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work, the Contractor shall file with the Construction Manager a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the Site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors performing the Work at the Site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Site

The Contractor's compliance with requirements for safety and/or the Construction Manager's acceptance for filing of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program. The Contractor's completion of review of the Safety Program does not confirm adequacy of the Program to protect workers. The Contractor is solely responsible to determine adequacy of the program to protect workers per the applicable Labor Code Section.

12.3 Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Site and for developing and implementing safety training classes for all job personnel. The CITY shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the CITY to ensure the Contractor performs its work safely.

12.4 Applicable Laws

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

12.5 Safety Notices

In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

12.6 Reasonable Precautions

CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and
- C. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

12.7 Specific Precautions

12.7.1 Confined Spaces

The Project requires work in confined spaces and requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this article shall be as defined by the Division of Industrial Safety. Work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et seq., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition, the CITY classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are "permit" confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above-mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- A. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- B. Exposure to atmosphere containing insufficient oxygen to support human life.
- C. Exposure to combustible, flammable and/or explosive atmosphere.
- D. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- E. Work in conditions where engulfment or entrapment may occur.
- F. Work in environments which may be slippery and/or have uneven work surfaces.
- G. Work in structures where workers may trip, slip and/or fall several feet.
- H. Exposure to an oxygen enriched environment.

12.7.2 Excavation Safety

- A. Section 6705. In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Agreement for completion of the Work as set forth in the Contract Documents. Nothing in this article shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this article shall be construed to impose a tort liability on the CITY, the Engineer, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The CITY'S review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

- B. Section 6707. Pursuant to the provisions of California Labor Code Section 6707, each Proposal submitted in response to this RFBP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Engineer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

12.7.1 Equipment Safety Provisions

The completed Work shall include the specified permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including CITY-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

12.7.1 Use of Explosives

Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

12.7.1 Loading Capacity

The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor's excavations or other operations connected with the Work. Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Construction Manager to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures taken by the Contractor. Upon request of the Construction Manager, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by completion of the Work should be communicated to any parties that may be affected prior to commencing any work.

12.8 Safety Violations

Should the Contractor fail to correct an unsafe condition, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped in accordance with Article 4.6, CITY's Right to Stop the Work, until the condition is corrected to the satisfaction of the CITY. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such Work or the failure to provide such notification and suspension by the CITY shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.

The CITY shall have the authority to require the removal from the Project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur. The CITY also delegates such authority to the Construction Manager as well.

12.9 Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

12.10 Emergencies

In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Article 9.8-Change Orders on Account of Excusable Delay.

12.11 Safeguards

CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards, promulgating safety regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

12.12 Security

CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

12.13 Damage to Property at the Site

CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Article 2.19.4 hereof.

12.14 Damage to Property of Others

- A. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.
- B. Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY in correcting such damage.

12.15 Remedy of Damage

CONTRACTOR shall promptly remedy damage and loss to property referred to in Article 12.14-Damage to Property of Others (items B and C) caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

ARTICLE 13 - DISPUTES

13.1 Disputes between CITY and CONTRACTOR

In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

13.2 Dispute Resolution Procedures

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 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 and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 14 - EVENTS OF DEFAULT AND REMEDIES; TERMINATION

14.1 CONTRACTOR Events of Default

The following shall be considered "CONTRACTOR Events of Default":

- A. If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;
- B. If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);
- C. If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

14.2 Remedies of CITY upon a CONTRACTOR Event of Default.

14.2.1 Termination of Contract

Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period.

14.2.2 Without prejudice to any other rights or remedies of CITY, CITY may:

- A. Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;
- B. Accept assignment of Subcontracts; and
- C. Finish the work by whatever reasonable method CITY may deem expedient.
- D. When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

14.3 Recourse to Payment and Performance Bonds

Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

14.4 Remedies not Exclusive

Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

14.5 Termination or Suspension for Convenience.

14.5.1 Termination for Convenience.

CITY may, without cause, terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY'S convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of termination of the Contract for convenience, subject to any withholding required or authorized by any Applicable Law. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

14.5.2 Suspension for Convenience

CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for

increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

The CONTRACTOR shall immediately comply with the written order of the CITY to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and / or methods are corrected, as ordered or approved in writing by the CITY in its reasonable discretion. The CITY shall issue a second Notice to Proceed to commence the remaining portion of the work.

If the CITY orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the working days are not counted against the total number of days for which the suspension is in effect.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Governing Law

This Contract shall be construed with and governed by the laws of the State of California.

15.2 Successors and Assigns

CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

15.3 Notice

Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to CITY:	If to CONTRACTOR:
Environmental Utilities Department Attn: Sean Bigley 2005 Hilltop Circle Roseville, CA 95747	Preston Pipeline Infrastructure LLC Attn: Reid Takamura 3780 Commerce Drive West Sacramento, CA 95691

Address for Notice may be changed by Notice to the other Party.

15.4 Modifications

No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

15.5 Interpretation

Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

15.6 Severability

If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

15.7 Whole Agreement

This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

15.8 Accounting Records

CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY'S accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

15.9 No Waiver

Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

15.10 CONTRACTOR Shall Assume Risks

Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

15.11 General Liability of CONTRACTOR

Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

15.12 Attorney's Fees and Venue

If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

15.13 Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

PRESTON PIPELINE INFRASTRUCTURE
LLC, a California limited liability company

BY: 
Chad Dessert

its: Project Executive

and

BY: _____

its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER

City Attorney

APPROVED AS TO SUBSTANCE

BY:  _____

SEAN BIGLEY

Environmental Utilities Director

RESOLUTION

We, the undersigned Managing Members of Preston Pipelines Infrastructure LLC (the "LLC"), HEREBY CERTIFY that at a meeting of the Members of the LLC, on January 30, 2025, at which the following resolution was adopted:

BE IT RESOLVED that the following named individuals of Preston Pipelines Infrastructure LLC, whose actual signature are shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Chris Ramos	Vice President of Field Operations	
Reid Takamura	Vice President	
Chad Dessert	Project Executive	

acting for and on behalf of Preston Pipelines Infrastructure LLC are hereby authorized and empowered to:

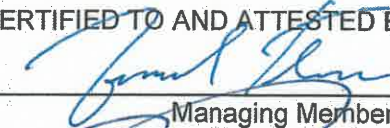
Execute Documents. To execute and deliver to Clients, agencies, and credit grantors any agreements, bid documents, and other documents which may be required for the conducting of all business relative to Preston Pipelines Infrastructure LLC.

BE IT FURTHER RESOLVED, that until such authority is revoked by action of the Managing Members of this LLC that this LLC hereby agrees to and accepts the provisions and conditions set forth in this document.

IN TESTIMONY WHEREOF, we have hereunto set our hand on 2/4/2025 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X



Managing Member

X



Managing Member

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 Yolo)

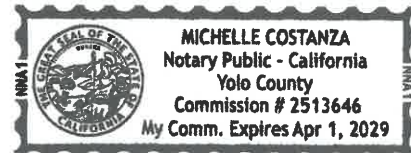
On August 12, 2026 before me, Michelle Costanza, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Michelle Costanza (Seal)



LIST OF EXHIBITS

Exhibit A	Contractor's Statement of Pre-Qualification [Not Used]
Exhibit B	Contractor's Technical Proposal
Exhibit C	Guaranteed Maximum Price, Cost of Work, and Fee
Exhibit D	Construction Allowance Items and Amounts
Exhibit E	Hazardous Materials
Exhibit F	In Lieu of Securities Escrow Agreement
Exhibit G	Bond Forms; Performance, Labor & Materials, and Warranty Bonds Note: Warranty Bond requirement may be waived at the option of CITY.
Exhibit H	Completion Times and Liquidated Damages

EXHIBIT A - CONTRACTOR'S STATEMENTS OF PRE-QUALIFICATION (SOPQ)

[NOT USED].

END OF EXHIBIT A

EXHIBIT B - CONTRACTOR'S TECHNICAL PROPOSAL

Cirby Way 24-Inch Water Transmission Main Replacement Project Request for Proposal



Presented to
City of Roseville

Presented by
Preston Pipelines Infrastructure LLC

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Preston Pipelines Infrastructure LLC
3780 Commerce Drive West Sacramento, CA 95691
Quality, Integrity, Service

March 9, 2026

City of Roseville
Public Works Department
Roseville, California

RE: Cirby Way 24-Inch Water Transmission Main Replacement Project – RFP Response

Dear Evaluation Committee Members,

Preston Pipelines Infrastructure LLC (Preston) is pleased to submit this proposal in response to the City of Roseville's Request for Proposals for the Cirby Way 24-Inch Water Transmission Main Replacement Project. We appreciate the opportunity to compete for this critical infrastructure improvement. Preston acknowledges receipt of Addenda 1, 2, 3, and 4.

Our proposal reflects a clear understanding of the project requirements and presents a collaborative, disciplined approach to managing subsurface risk, traffic constraints, schedule requirements, and community impacts. We recognize the challenges associated with replacing critical water infrastructure within a constrained, high-traffic corridor such as Cirby Way and have structured our approach accordingly.

Our team brings extensive experience delivering complex underground utility projects, including work requiring early field verification, subsurface stabilization, and close coordination with owners, engineers, and adjacent stakeholders. We are confident in our ability to successfully deliver this project safely, efficiently, and with minimal disruption to the surrounding community.

Chad Hutchinson (chutchinson@prestonpipelines.com | Cell: 209.649.5982 | Fax: 916.386.7531) will be Preston's primary point of contact during the RFP process. Please feel free to contact Chad with any questions or to coordinate next steps.

Sincerely,

Reid Takamura
Vice President
Preston Pipelines Infrastructure LLC

Tab A: Firm and Team Qualifications

Firm and Team Qualifications

About Preston

Preston Pipelines Infrastructure LLC (Preston) is a licensed General Contractor specializing in underground utility construction throughout Northern California. Founded in 1970, Preston has operated in the Sacramento region since 2004 with a local office and yard in West Sacramento. Preston employs more than 500 team members and operates over 40 field crews focused on water, sewer, storm drain, and fire water infrastructure.

Preston performs underground utility construction projects throughout Northern California, including complex water, sewer, storm drain, and fire water infrastructure within active urban environments. This experience directly aligns with the Cirby Way 24-inch transmission main replacement.

Preston has successfully delivered numerous complex underground infrastructure projects throughout Northern California, including several design-assist projects in the Sacramento region. Within the Sacramento region, Preston is currently working at the UC Davis Medical Center and the Kaiser Roseville Hospital sites on Design Assist contracts.



Founder DJ Preston with son and owner Mike Preston

Project Team & Organizational Chart

Preston has extensive experience constructing large-diameter water transmission pipelines in urban corridors requiring shoring systems, and close coordination with adjacent utilities. Our field crews and supervision are accustomed to working at significant depths where soil stability, safety considerations demand careful planning and execution. This experience directly aligns with the challenges presented by the Cirby Way project.

Our team is familiar with the preconstruction services associated with Design Assist. Such services would include site investigation, constructability review, continuous pricing, schedule updates, traffic control plans, and site logistics planning. Preston will manage this project with personnel local to the Sacramento region. Additionally, the Preston team members assigned to this project will all have experience on a Design Assist contract.

During the project life cycle, Tyler Vieira will be the Senior Project Manager and the primary contact for the City. Tyler has more than 15 years of experience in underground construction. Tyler's supporting cast is also very experienced. Chad Dessert (PX), Chad Hutchinson (Estimating), and Santiago Orozco (Superintendent) all have 20 plus years of experience working at Preston.

The table below defines the responsibilities of each Preston team member.

Role	Team Member	Responsibility	Years at Preston
Vice President	Reid Takamura	Executive oversight and strategic direction.	28
Project Executive	Chad Dessert	Executive oversight of Sacramento and Valley operations.	22
Estimating Manager	Chad Hutchinson	Project estimate updates and plan change management.	22
General Superintendent	Santiago Orozco	Oversees Preston field operations in the Sacramento and Valley regions.	18
Superintendent	Anthony Madrigal	Crew scheduling, quality control and coordination with City of Roseville.	28
Project Manager	Tyler Vieira	Project management, contract review, compliance and billings.	13
Safety Manager	Zack Oliver	Responsible for site safety and coordination.	20
Quality Control	Jason Hayes	BIM and GPS AsBuilt Management.	9

Key Subcontractors & Consultants

Preston intends to self-perform most of the project scope, such as the project potholing and investigation, waterline construction, trench paving and general project management tasks. However, Preston also will engage key subcontractors and consultants to deliver a comprehensive project to the City. Preston's key partners include the following:

Role	Team Member
Survey & Engineering Services	Kier & Wright
Traffic Control	Capitol Barricade
Subsurface Stabilization	GeoBear
Final Roadway Restoration	Goodfellow Brothers

GeoBear – Subsurface Stabilization

GeoBear will provide polymer injection subsurface stabilization services to address compromised soils resulting from the waterline failure along Cirby Way. Their experience stabilizing soils beneath roadways and adjacent to active utilities directly addresses the subsurface conditions associated with the Cirby Way corridor.

During the design-assist phase, GeoBear will support evaluation of stabilization limits and depths, development of injection sequencing and monitoring protocols, and coordination with the City's geotechnical

engineer to confirm alignment with project requirements.

During construction, GeoBear will implement controlled injection procedures, document stabilization activities, and coordinate inspections of adjacent utilities to prevent pavement uplift, utility displacement, or unintended ground movement.

This coordinated approach reduces subsurface risk, protects surrounding infrastructure, and supports reliable project delivery.

GeoBear – Subsurface Stabilization

GeoBear is a critical subcontractor for the Cirby Way 24-Inch Water Transmission Main Replacement Project due to their specialized expertise in polymer injection subsurface stabilization. The success of this project depends on stabilizing compromised soils resulting from the waterline break. GeoBear provides the specialized equipment, proven procedures, and experienced technical oversight required to complete the project requirements.

GeoBear brings extensive experience performing polymer injection, including applications beneath roadways, near gravity sewer and storm drain systems, and adjacent to existing water infrastructure. Their familiarity with controlled injection pressures, sequencing, and monitoring is essential to preventing pavement uplift, utility displacement, or unintended ground movement.

As part of the design-assist team, GeoBear will support early planning and constructability discussions by assisting with:

- Evaluation of stabilization limits and depths based on field verification
- Development of injection sequencing and monitoring protocols
- Coordination with the City's geotechnical engineer to align stabilization methods with project requirements
- Identification of potential risks and mitigation measures prior to construction

During construction, GeoBear's role will include implementing polymer injection under controlled conditions, documenting injection activities, and coordinating pre- and post-stabilization inspections of adjacent gravity utilities. This disciplined approach supports risk reduction, quality assurance, and protection of surrounding infrastructure.



Proposed GeoBear injection points

Local Experience and Familiarity with City Standards

Preston has extensive experience working throughout the Sacramento region, including projects within the City of Roseville and surrounding jurisdictions. Our field staff and management personnel are familiar with City of Roseville standards, inspection processes, traffic control requirements, and coordination procedures with City utilities and Public Works staff.

This local experience allows Preston to efficiently coordinate inspections, shutdowns, and utility tie-ins while minimizing disruption to the surrounding community. Our familiarity with regional suppliers, subcontractors, and permitting processes further supports efficient project delivery.

Tab B: Project Understanding

Project Understanding

Understanding of Services Required

We understand that the City of Roseville is seeking a qualified contractor to provide comprehensive design-assist and construction services for the replacement of a critical segment of the Cirby Way 24-inch water transmission main. Due to the critical and complex nature of this project, the City has selected a Design Assist delivery method. We understand that the City is seeking a contractor who not only has the technical capability to perform deep utility construction, but also the experience, judgment, and collaborative mindset necessary to successfully manage risk in a constrained urban environment.

Design-Assist Services

The Contractor is expected to actively participate as a member of the Design-Assist Team during final design development. These services include, but are not limited to:

- Conducting constructability reviews of draft and final plans and specifications.
- Preparing a detailed construction schedule identifying critical path activities.
- Identifying value-added solutions that reduce risk, improve safety, and enhance constructability.
- Performing potholing and utility location activities.
- Providing detailed plan markups and field data to support final engineering.

Subsurface Stabilization Services

A critical component of the project involves planning and executing deep polymer injection subsurface stabilization in areas affected by prior failure and unstable soils. Required services include:

- Coordination with qualified specialty subcontractors and geotechnical professionals.
- Development of injection sequencing and monitoring protocols.
- Protecting nearby sewer and storm drain infrastructure from movement.
- Verifying no pavement uplift or adverse impacts occur.

Traffic Control and Public Coordination

The Contractor is responsible for developing and implementing phase-specific traffic control plans that comply with City standards and the work hour and lane closure restrictions identified in the RFP. Services include:

- Coordination with the City's Public Works and Traffic divisions.
- Maintaining safe access for vehicles, bicycles, pedestrians, and emergency services.
- Adjusting sequencing and work windows to minimize disruption.
- Supporting City-led public outreach and responding to community concerns during construction.

Waterline Construction

Waterline construction includes furnishing all labor, materials, equipment, and incidentals required to complete the work, including:

- Installation of approximately 400 linear feet of 24-inch transmission main.
- Demolition and abandonment of existing pipelines and facilities.
- Tie-ins to the existing water system.
- Testing, flushing, disinfection, and commissioning of new and existing facilities.
- Permanent roadway, surface, and miscellaneous restoration.

Quality Control, Coordination, and Closeout

The Contractor is responsible for maintaining quality control throughout construction, including:

- Coordination with City inspectors and utility representatives.
- Participation in regular coordination and construction meetings.
- Documentation of testing, stabilization, and inspection activities.
- Completing all work in compliance with City standards and regulatory requirements.

Summary of Project Challenges

The Cirby Way 24-Inch Main Replacement Project presents a unique combination of challenges that must be carefully managed to ensure successful delivery. Based on our review of the RFP, we understand the following to be the primary challenges associated with this project.

Cirby Way Corridor

Traffic management represents one of the most significant constraints on the project. Cirby Way is a heavily traveled arterial, with traffic volumes exceeding 2,000 vehicles per hour during peak periods. The City has established strict limitations on lane closures and work hours to balance mobility needs with residential quality-of-life concerns related to night work. We understand that successful execution will require carefully phased construction, flexible scheduling, and close coordination with the City's Public Works and Traffic divisions to maintain safety and access while advancing deep underground work. Construction will occur within a narrow, heavily traveled arterial with limited horizontal clearance. Preston intends to hire a traffic control subcontract, Capitol Barricade, to assist with this challenge.

Subsurface Conditions

A documented failure of the existing transmission main resulted in a roadway sinkhole. There is a possibility that the water main break resulted in potential subsurface voids along Cirby Way.

To stabilize the roadway, polymer injection stabilization is required in areas impacted by prior failure. This work must be performed within stages due to the traffic control constraints. Additionally, the work is near active sewer and storm drain infrastructure, creating risk of movement or uplift if not carefully controlled.

Community Sensitivity

The project is located near residences and businesses, increasing sensitivity to noise, access limitations, and perceived safety of the work zone, particularly during night or weekend operations. We understand that our team will need to coordinate with the local resident by

placing an emphasis on notification to all residents and businesses within the project area.

Special Considerations

We have identified a couple of issues that may require special consideration and warrant additional discussions.

Depth of Polymer Injection

The geotechnical investigation indicates that the Cirby Way roadway is constructed on an embankment consisting of approximately 13 to 22 feet of fill material over native alluvial soils. Testing performed as part of the investigation identified highly variable compaction within this fill, with relative compaction values ranging from approximately 77 to 96 percent. In addition, exploratory borings and CPT soundings encountered loose or soft soil zones at various depths, in some locations extending to approximately 21 to 26 feet below the roadway surface. These conditions suggest that water from the pipeline rupture may have migrated through granular backfill and existing utility trenches, creating isolated zones of reduced soil strength beneath the roadway.

The RFP documents identify polymer injection stabilization to a depth of approximately eight feet in targeted areas. While this approach is expected to address shallow voids and compromised soils directly beneath the pavement section, Preston believes that deeper stabilization may provide additional benefit in locations where weaker soils extend further within the embankment profile.

Expanding polymer injection to depths of approximately 20 feet would allow treatment of deeper zones of loose or disturbed fill identified in the geotechnical investigation. However, extending stabilization to this depth would significantly increase the scope of work due to additional drilling, injection material, and specialized equipment requirements. Based on our preliminary evaluation, performing polymer injection to this depth could increase project costs by approximately **\$100,000 or more**, depending on the final extent of treatment.

For this reason, Preston has included deeper polymer injection as a **Voluntary Alternate**. This approach provides the City with flexibility to evaluate the benefits of deeper stabilization while maintaining control over the base project budget. During the design-assist phase, Preston will work closely with the City and the geotechnical engineer to review field conditions and determine whether deeper stabilization would provide meaningful long-term benefit to the roadway and utility corridor.

Testing and Disinfection of Existing Transmission Main

The project includes pressure testing, flushing, and disinfection of approximately 4,200 linear feet of existing transmission main prior to final system commissioning. Because this work involves an existing pipeline that has been previously in service, testing and disinfection must be carefully coordinated to protect the integrity of the system and ensure compliance with water quality standards.

Waterline Connections

The project plans have identified that two options for connection to the existing 24" waterline. Preston will perform potholing during the design-assist phase to confirm the existing pipe material and connection configuration so that appropriate fittings, welding procedures, or mechanical couplings can be incorporated into final construction planning. Preston has included the cost to connect to a ductile iron pipe per the RFP instructions. Preston will pothole the existing waterline during preconstruction to identify the existing pipe types.

Construction Sequencing Within a Constrained Corridor

The narrow roadway corridor and traffic control limitations will require careful sequencing of stabilization work, pipeline replacement, and roadway restoration. Maintaining safe work zones while progressing deep underground construction will be critical to maintaining schedule performance.

Commitment to Design-Assist Collaboration

Preston recognizes that the success of the Cirby Way project depends on strong collaboration

between the City, Engineer, and Contractor throughout the design-assist phase. Our team will actively participate in constructability reviews, risk identification, cost validation, and schedule development to support informed decision-making prior to final design completion. This collaborative process allows the project team to address potential challenges early and establish a well-supported Guaranteed Maximum Price (GMP) prior to construction.

Tab C: Project Approach

Project Approach

Successful Project Implementation

Preston approaches project implementation with a disciplined methodology focused on collaboration, safety, coordination, schedule certainty, and quality execution. A key strength of Preston is our proven ability to carry design-assist decisions, developed in a collaborative Big Room environment, directly into construction. Early involvement allows the project team to identify project risks, sequencing assumptions, and constraints before construction begins.

Mitigation Strategies for Project Challenges

Our approach to the Cirby Way 24-Inch Main Replacement Project is specifically designed to mitigate the challenges identified above through early verification, disciplined planning, and collaborative execution.

Addressing Corridor Constraints

Construction sequencing will be tailored to the limited width of the corridor, with careful coordination of shoring, traffic control, and utility protection measures to maintain roadway stability and safety.

Phase specific traffic control plans will be developed to align construction activities with allowable work windows. Preston will coordinate all closures with the City of Roseville traffic control department. Traffic Control plans will be approved and modified as required prior to implementation. Disruptive activities will be scheduled during off-peak periods where feasible, and coordination with City traffic staff will be maintained throughout construction.

Mitigating Subsurface Uncertainty

Preston will implement an early verification program during the design-assist phase, including potholing, exploratory excavation, and documentation of field conditions along Cirby Way. Excavation will be phased to minimize open trench lengths, protect adjacent infrastructure, and maintain a safe working environment. Work hours will be approved by the City prior to crew mobilization.

To protect the integrity of the existing utilities, Preston will perform all potholing with via Vacuum Excavation equipment owned and operated by Preston.

Additionally, Preston's GPS department will record the depth, pipe size and coordinate of the utilities exposed during potholing operations. That information will be placed on a site utility map for the project team. This information will be incorporated into final design decisions to reduce uncertainty prior to construction.

Polymer injection will be performed by GeoBear, an experienced specialty subcontractors under geotechnical oversight. Injection pressures and sequencing will be carefully controlled, with pre- and post-injection CCTV inspections of nearby gravity utilities to verify no adverse impacts. GeoBear's process requires only small injection holes, the treatment can typically be performed without removing large pavement sections, significantly reducing construction time and overall project costs.

Minimizing Community Impacts

We will support City-led public outreach efforts and maintain a clean, organized jobsite. Preston will notify the adjacent residents and businesses prior to construction. Preston will coordinate with the City to support public notifications, including advance notices to nearby residents and businesses and updates through the City's preferred communication channels. Noise-generating activities will be planned to minimize impacts where feasible, and access will be maintained for residents, businesses, and emergency services.

Essential Methodologies & Unique Approaches

Effective collaboration is essential to mitigating the risks inherent in this project. We will actively participate as a committed member of the Design-Assist Team, working closely with the City, the Engineer, and the Construction Manager to maintain alignment throughout the project.

Unique Approach, Big Room Environment

The Big Room concept provides a dedicated shared workspace where key project stakeholders - including the Owner, Engineer, Construction Manager, and Contractor - can collaborate under one roof.

This environment promotes open communication, accelerates decision-making, and fosters a team-oriented culture despite participants representing different organizations.

Preston has successfully participated as a subcontractor within a **Big Room collaborative environment** hosted by the Owner and General Contractor. While those projects were larger and more complex than the Cirby Way 24-Inch Main Replacement Project, the fundamental benefits of the Big Room model remain directly applicable.

For the Cirby Way project, Preston recommends establishing a structured Big Room collaboration during the design-assist phase. Given the more focused scope and scale of this project, we believe that **one weekly four-hour Big Room session** would be sufficient to support effective coordination. These sessions would be used to:

- Review design progress and constructability considerations
- Discuss subsurface verification findings
- Coordinate sequencing, traffic control, and stabilization strategies
- Resolve questions and risks in real time
- Maintain alignment prior to GMP development

In addition to recurring coordination meetings, Preston believes that early team alignment is critical to project success. Subject to City approval, we would support a **team-building activity at the outset of the project** to encourage rapport and open communication among participants. Establishing strong working relationships early helps create a collaborative foundation that carries through both the design-assist and construction phases.

Unique Approach, Ongoing Estimating and Scheduling
Throughout the design-assist phase, Preston will prepare progressive, transparent cost updates aligned with the evolving design and verified field conditions. As potholing, exploratory excavation, and subsurface stabilization planning advance, assumptions will be validated and incorporated into updated estimates. These open-book estimates will be shared with the City, allowing the City and Engineer to clearly understand

cost drivers, risk allocation, and the potential impacts of design decisions in real time. This process provides the City of Roseville with confidence that the proposed Guaranteed Maximum Price (GMP) is well-supported, defensible, and reflective of actual project conditions.

Scheduling will be developed concurrently with estimating and design refinement. Preston will prepare a **logic-driven construction schedule** that reflects realistic sequencing, traffic control limitations, and work hour constraints. As design details are finalized and field conditions are confirmed, the schedule will be refined to maintain alignment with approved means and methods. This integrated approach ensures schedule feasibility, minimizes risk, and supports successful execution once construction begins.

Unique Approach, Proactive Risk Management

Preston approach emphasizes early identification and mitigation of project risks. Through potholing, exploratory excavation, and close coordination with the City and Engineer during the design-assist phase, our team will verify field conditions and confirm construction assumptions prior to finalizing project pricing. This proactive approach reduces uncertainty, supports accurate cost development, and minimizes the potential for unforeseen conditions during construction.

Quality Control & Safety

Preston will implement a comprehensive quality control and safety program for the Cirby Way project. A licensed surveyor will be engaged to establish project controls, and subsurface stabilization activities will be coordinated with geotechnical professionals. Pipeline as-builts will be collected using GPS technology and provided to the City in AutoCAD (.dwg) and PDF formats.

During construction, Preston's Superintendent and Foreman will work closely with the City Inspector to ensure all work is completed in accordance with City of Roseville standards. A pre-construction meeting will be held with the City inspection team to coordinate key items, including shutdowns, trench widths, pavement restoration, and utility coordination.

Safety is integral to Preston's operations. A dedicated Safety Manager will be assigned to the project and will coordinate with project leadership prior to construction to review project-specific risks. Daily safety meetings, stretch-and-flex exercises, and trench inspections will be conducted to ensure compliance with Cal/OSHA requirements and maintain a safe work environment.

Work Schedule

Preston has developed a project schedule that prioritizes safety, efficient construction, and minimal disruption to surrounding facilities while providing the City with a clear path to timely project completion.

At project startup, the team will coordinate closely with City staff to confirm construction sequencing, traffic control requirements, inspection procedures, and shutdown coordination. Critical submittals will be prepared immediately following contract execution to support early procurement of long-lead materials and ensure field activities begin on schedule.

The critical path includes material procurement and submittal approval, utility verification, pipeline installation, required inspections and testing, and final surface restoration. These activities directly control the overall project duration and will be closely monitored by the project team to maintain schedule performance.

The schedule uses two calendar approaches to accurately reflect project activities. Construction administration activities such as coordination, submittals, and procurement are scheduled on a seven-day calendar, while field construction activities are scheduled using a working-day calendar that accounts for holidays, weather impacts, and potential weekend work where beneficial to maintain project progress.

Through early planning and disciplined construction sequencing, Preston will deliver this project safely, efficiently, and in full compliance with project requirements.

Tab E: Required Statements/ Documents

Assurance of Designated Project Team (Section 6.0)

Preston assures that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

Conflict of Interest (Section 11.4)

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 by Preston.

Nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the City.

Preston will disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City over the duration of the contract. Conflict of interest issues may require consultation with legal counsel.

Preston has no conflict of interest in the pursuit of this proposal.

Indemnification and Insurance Requirements (Section 11.7)

Preston has the ability to fulfill the indemnification and insurance requirements contained in the sample contract (Section 11.7).

Proprietary Information (Section 11.23)

Preston does not consider any information included within the RFP response to be be proprietary.

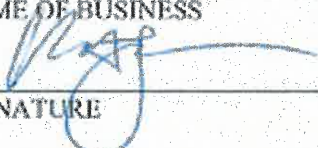
Attachment 1: PROPOSER'S CERTIFICATION

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.

Preston Pipelines Infrastructure LLC
NAME OF BUSINESS


SIGNATURE

Reid Takamura - Vice President
NAME & TITLE, TYPED OR PRINTED

133 Bothelo Avenue, Milpitas, CA 95035
MAILING ADDRESS

(408) 262-1418
TELEPHONE NUMBER

rtakamura@prestonpipelines.com
EMAIL

Type of Organization:

☐ Sole Proprietorship

☐ Corporation

☐ State of Incorporation

☐ Partnership

☒ Limited Liability Company

****END OF ATTACHMENT 1****

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 Yolo)

On March 5, 2026 before me, Michelle Costanza, Notary Public,
(insert name and title of the officer)

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

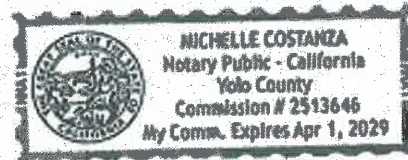
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michelle Costanza

(Seal)



Attachment 2: NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares: Preston Pipelines Infrastructure LLC
I am the Vice President of A , 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

March 5, 2026 [date], at West Sacramento [city],
CA [state].


Reid Takamura

(Signature of Declarant)

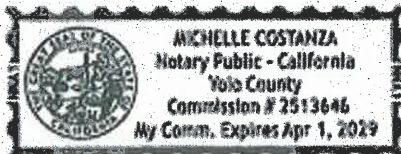
****END OF ATTACHMENT 2****

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 Yolo

Subscribed and sworn to (or affirmed) before me on this 5th
day of March, 2026, by Reid Takamura

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Michelle Costanza

Attachment 3: LICENSES AND DIR REGISTRATION

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

A. CONTRACTOR'S LICENSES

CA State License No.	Name on License	Class/Type	Expiration Date
1059395	Preston Pipelines Infrastructure LLC	A, C10, C16, C34, C42, HAZ	10/31/2027

B. CITY OF ROSEVILLE BUSINESS LICENSE

Contractors are not required to have a City of Roseville Business license to submit a proposal; however, it will be required before executing a contract. Contractors may apply for a business license at: <https://www.roseville.ca.us/government/departments/finance/licensing/business>

Do you currently have a City of Roseville Business License? ☒ Yes ☐ No

License No. 00842300

C. DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION

***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:

No.: 1000528223 Expiration Date: 06/30/2027

****END OF ATTACHMENT 3****



Preston Pipelines

Infrastructure LLC



State of California
Department of
Industrial Relations

eCPR Public SearchPublic Works SupportContractorsProjectsRegisterLog In

Home > Contractors

Contractor Filters

- ▶ Active License Expires
- ▶ Updated This Month

Contractors

AA+ Type: Contractor > Movers > Preston Pipelines

Legal Name	Type	Doing Business As (DBA)	Name	PNCR	CSLB A	Registration Start Date	Registration End Date	Credits	Contractor Status	Legacy Rights
Preston Pipelines Infrastructure LLC	Contractor		Preston Pipelines Infrastructure LLC	3000529223	3398395	2014-07-01	2027-06-30	Operating Engineer, Laborer and Related	Est. Approved	2021-07-01



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **1059395** DBA: **LLC**

Business Name: **PRESTON PIPELINES
INFRASTRUCTURE LLC**

Classification: **A C16 C34 C42 HAZ C10**

Expiration Date: **10/31/2027** www.cslb.ca.gov



Attachment 4: CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project? This includes, but is not limited to:
- a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes X No _____

- 2) If you answered "Yes" to 1), you **must** submit with your proposal a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6? Answering "No" constitutes a statement of exemption as required in Tab G.

Yes X No _____

- 2) If you answered "Yes" to 1), you **must** submit with your proposal a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature _____

Title Reid Takamura - Vice President

****END OF ATTACHMENT 4****

California Environmental Protection Agency
Air Resources Board

January 1, 2026

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

PRESTON PIPELINES INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michella Buffington

Michella Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1626

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



CALIFORNIA AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: **Preston Pipelines, Inc.**

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-01-05

26 Vehicles

TRUCKS Fleet Identification

34587

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onlinecert/verify.asp

Attachment 5: GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE**1.0 TOTAL PROPOSED GUARANTEED MAXIMUM PRICE (GMP)**

The undersigned proposes and agrees to contract with the City to perform all of the Work for the Design Assist Construction of the Cirby Way 24-inch Main Replacement Project including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of Three Million, Six Hundred Seventy Seven Thousand and Five Hundred dollars (\$ \$3,677,500.00), U.S. Currency.

Subject to the provisions of this Proposal, and the Contract, the costs and expenses which the Contractor may include in the “Cost of Work” for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP.

The GMP may be adjusted by Change Order in accordance with the Agreement.

2.0 BREAKDOWN OF GUARANTEED MAXIMUM PRICE

Proposer provides the breakdown of the Contractor’s GMP by major items of work as shown in Table 5-1. The cost breakdown should sum to a total that equals the GMP given in this Attachment 14 Section 1.0 – Total Proposed Guaranteed Maximum Price.

Please see Exhibit A, Contract Clarifications, for additional contract modifications.

Table 5-1: Breakdown of Guaranteed Maximum Price

	Scope Area	Cost
1	Design Assist scope including potholing, utility locates, and all other items described in Section 5.3 of this RFP	\$165,000.00
2	Mobilization, Demobilization, Bonds, Insurance	\$100,000.00
3	Sheeting/Shoring/Bracing (From Table 5-5)	\$60,000.00
4	Traffic Control	\$365,000.00
5	Demolition and Abandonment of existing facilities	\$35,000.00
6	Subsurface Stabilization and accompanying geotechnical services	\$730,000.00
7	Pipeline and new facilities Installation	\$1,075,000.00
8	Corrosion Protection System	\$5,000.00
9	Tie-ins to Existing Water Distribution System	\$62,500.00
11	Testing and Disinfection of New Pipeline	\$17,500.00
12	Testing and Disinfection of Existing Pipeline	\$112,500.00
13	Roadway Restoration	\$450,000.00
14	Miscellaneous Restoration	\$10,000.00
15	Mandatory Allowance Items (From Table 5-6)	\$340,000.00
16	Voluntary Allowance Items Total (From Table 5-7)	\$150,000.00
	Total GMP:	\$3,677,500.00

3.0 COST OF THE WORK

The term “Cost of Work” means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers’ compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the Work, that do not exceed the GMP.

3.1 Hourly Field Labor

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be the sum of the following:

- A. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
- B. All payments imposed by State and Federal Laws including, but not limited to, workers’ compensation insurance, and social security payments. The rates used for workers’

compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.

- C. Actual General Liability insurance burden, if applied to Contractor's payroll.

3.2 Hourly Field Craft Labor Rates Limitations

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be limited by the following:

- A. Except as otherwise may be agreed to in writing by the City, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be greater than the current applicable wage for each classification as established by the State of California Department of Industrial Relations.
- B. Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Attachment 14 Section 3.6-Construction Equipment), bonuses of any kind and safety incentives.
- C. The Hourly Field Labor Rates will remain unchanged for the duration of the Project unless changed in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such Agreements, changes by the Department of Industrial Relations, or changes made company-wide in the Contractor's organization for a craft classification in the Project's geographic area. All changes to these hourly field labor rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Increase in labor rates is not an allowable increase in the GMP.

3.3 Contractor's Hourly Field Craft Labor Rates

- A. Based on the requirements and limitations of Sections; 3.1-Hourly Field Craft Labor, and 3.2- Hourly Field Craft Labor Rates Limitations, the undersigned Proposer provides their hourly field labor rates set forth in **Table 5-2** for all labor employed by Contractor used in the performance all of the Work for the Cirby Way 24-inch Main Replacement Project.
- B. The proposer is to list the crafts and classifications, up to foreman level, they anticipate using in the performance of the work when completing this **Table 5-2**. Should the contractor ultimately use a craft classification not listed in table below, the contractor will submit backup cost information for that craft classification to the city.
- C. Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category when submitting progress billings to the City. Except as otherwise may be agreed to in writing by the City, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Department of Industrial Relations.

Table 5-2: Hourly Rates. **Contractor Name:** Preston Pipelines Infrastructure LLC

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)
Operating Engineer	Foreman, Grp. 2	\$76.84	\$36.29	\$14.57	\$127.70	\$167.60	\$206.58
Operating Engineer	Journeyman, Grp. 3	\$68.84	\$36.29	\$13.36	\$118.49	\$154.82	\$189.74
OE, Mech & Lube Man	Journeyman, Grp. 3	\$68.84	\$36.29	\$13.36	\$118.49	\$154.82	\$189.74
Operating Engineer	Apprentice, Per. 4	\$56.08	\$35.19	\$11.36	\$102.63	\$133.31	\$161.75
Laborer	Journeyman, Grp. 1	\$48.40	\$32.31	\$9.93	\$90.64	\$116.69	\$142.74
Laborer	Apprentice, Per. 3	\$34.09	\$13.85	\$7.30	\$55.24	\$73.59	\$91.94

3.4 Management and Administrative Labor

- A.** Wages and Salaries of Contractor's supervisory and administrative personnel assigned to this Project to directly manage and administer the Work: These positions may include a Principal-in-Charge, On-site Project Manager, On-site Project Engineer, On-site Superintendents, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following **Table 5-3** for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge can only charge for hours worked at the Site for this Project and can also charge for attendance of on-site Project Meetings. Any off-site Principal-in-Charge time spent on this Project shall be included in the Contractor's Fee Schedule for the Project under the Contractor's Fee subsection below.
- B.** The Contractor is allowed to charge up to a maximum of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if an employee works more than fifty (50) hours in a week. The Contractor can only charge for supervisory and administrative hours if they also pay those same hours to the employee that worked up to fifty (50) hours in any given week. The Contractor is not allowed to charge for any supervisory and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers and Division/Area Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators, Business Supervisors and Accountants are not allowed to charge any hours to the Project. The Proposer should include the anticipated cost of such personnel in the Contractor's Fee Schedule for the Project under the Contractor's Fee Subsection 5.0 below.

- C.** Based on the above requirements for Management and Administrative Labor, the undersigned Proposer proposes the rates set forth in **Table 5-3** for all Management and Administrative labor employed by Contractor used in the performance all of the Work for the Cirby Way 24-inch Main Replacement Project.

Table 5-3: Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate
Superintendent	\$154.00
Delivery Driver	\$106.00
Transport Driver	\$134.00
GPS Tech Local 3	\$134.00
GPS Calculations	\$135.00
Estimator	\$187.00
Project Executive	\$200.00

3.4 Management and Administrative Labor

- A.** Wages and Salaries of Contractor's supervisory and administrative personnel assigned to this Project to directly manage and administer the Work: These positions may include a Principal-in-Charge, On-site Project Manager, On-site Project Engineer, On-site Superintendents, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following **Table 5-3** for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge can only charge for hours worked at the Site for this Project and can also charge for attendance of on-site Project Meetings. Any off-site Principal-in-Charge time spent on this Project shall be included in the Contractor's Fee Schedule for the Project under the Contractor's Fee subsection below.
- B.** The Contractor is allowed to charge up to a maximum of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if an employee works more than fifty (50) hours in a week. The Contractor can only charge for supervisory and administrative hours if they also pay those same hours to the employee that worked up to fifty (50) hours in any given week. The Contractor is not allowed to charge for any supervisory and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers and Division/Area Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators, Business Supervisors and Accountants are not allowed to charge any hours to the Project. The Proposer should include the anticipated cost of such personnel in the Contractor's Fee Schedule for the Project under the Contractor's Fee Subsection 5.0 below.

- C.** Based on the above requirements for Management and Administrative Labor, the undersigned Proposer proposes the rates set forth in **Table 5-3** for all Management and Administrative labor employed by Contractor used in the performance all of the Work for the Cirby Way 24-inch Main Replacement Project.

Table 5-3: Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate
Project Manager	\$185.00
Project Engineer	\$90.00
Project Administrator	\$63.00
Safety Manager	\$125.00

3.5 Materials

The cost of all materials, including all factory testing, freight and delivery costs of materials, used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the City's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to the City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work. Any rebates from future use of re-usable materials, such as concrete forming materials, shall be negotiated between the Contractor and City as materials are evaluated for possible Contractor re-use on other projects.

3.6 Construction Equipment

- A.** The undersigned Proposer proposes the initial Contractor Owned Equipment Rates set forth in Table 5-4 for all Contractor Owned Equipment used in the performance all of the Work for the Cirby Way 24-in Water Main Replacement Project. The rates found in this table for equipment owned by the Contractor will, in all cases, be understood to cover all fuel, supplies, repairs, maintenance, insurance, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by the City.
- B.** Equipment owned by Contractor will only be paid for the actual time equipment is used in performing work and will be rounded to the closest full hour if paid by an hourly rate.
- C.** Compensation for idle time of equipment through delays caused by the City will be made consistent with Article 9-Changes in the Work in the Design-Assist Agreement, provided as Volume 2 of 4 to this RFP; however, that the Owned Equipment Rates set forth below in Table 5-4 will apply.
- D.** All changes to these equipment rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Approved changes to equipment rates are not an allowable increase in the GMP.
- E.** The Proposer is to list the contractor owned construction equipment they anticipate using in the performance of the work when completing this table. Should the contractor ultimately use equipment not listed in table below, the contractor will submit backup cost information for that equipment item to the City for approval.
- F.** Equipment not owned by Contractor which is rented by Contractor and used in performing work will be paid by the City based on actual invoiced cost to Contractor, plus actual fuel/lube costs, provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. Owner-operated equipment will also be paid by the City based on actual invoiced cost to Contractor provided the City does not deem any charges excessive. All transportation costs to move equipment on and off the Work will be paid by the City up to a maximum of four (4) hours total travel time each way.
- G.** For equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3%) of total hourly field labor costs as defined in paragraph 3.3-Contractor's Hourly

Field Craft Labor Rates above to cover the cost of small tools and safety supplies for work directly performed at the Site.

Table 5-4: Contractor Owned Equipment. Contractor Name: Preston Pipelines Infrastructure LLC

[illegible]

Attach additional sheets as needed.

3.7 Subcontractors and Sub Tier Subcontractors

The Contractor will be paid for all work performed by a subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the subcontractor will be allowed a mark-up as provided for in Article 9.6.4 of the Contract.

3.8 Bonds and Insurance

The Contractor will be paid the actual cost for the 100% payment bond and 100% performance bond, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP). Additional details regarding

EQUIPMENT RATES

EQUIPMENT		
EXCAVATORS	WEIGHT (In Lbs.)	HOURLY
KOBELCO SK55-S SRX EXCAVATOR TIER 4 FINAL	11,800	\$ 81
TAKEUCHI TB153FR EXCAVATOR - ZERO SWING TIER 4I	12,622	\$ 81
TAKEUCHI TB257FR EXCAVATOR - ZERO SWING TIER 4 FIN	12,930	\$ 81
TAKEUCHI TB180FR EXCAVATOR-ZERO SWING TIER 4I	18,370	\$ 100
TAKEUCHI TB280 EXCAVATOR TIER 4 FINAL	18,810	\$ 100
TAKEUCHI TB290 EXCAVATOR TIER 4 FINAL	19,145	\$ 100
TAKEUCHI TB1140-2 EXCAVATOR TIER 4I	34,116	\$ 180
TAKEUCHI TB1140-2 EXCAVATOR TIER 4 FINAL	34,116	\$ 180
TAKEUCHI TB2150 EXCAVATOR TIER 4 FINAL	34,480	\$ 180
KOBELCO SK210LC HYBRID EXCAVATOR TIER 4 FINAL	52,500	\$ 225
KOBELCO SK210LC EXCAVATOR TIER 4I	48,500	\$ 225
KOBELCO SK230SRL EXCAVATOR TIER 4I	55,100	\$ 245
KOBELCO SK230SRL EXCAVATOR TIER 4 FINAL	55,100	\$ 245
KOBELCO 350LC EXCAVATOR TIER 4I	82,200	\$ 305
KOBELCO 350LC EXCAVATOR TIER 4 FINAL	82,200	\$ 305
KOBELCO 500LC EXCAVATOR TIER 4I	111,400	\$ 385
KOBELCO 500LC EXCAVATOR TIER 4 FINAL	111,400	\$ 385
JOHN DEERE 870 EXCAVATOR TIER 4 FINAL	194,000	\$ 450

EXCAVATOR ATTACHMENTS	WEIGHT (In Lbs.)	HOURLY
24" COMPACTION WHEEL		\$ 28
48" COMPACTION WHEEL		\$ 28
HOE RAM - EXCAVATOR		\$ 152
RIPPER TOOTH (JD 870)	77,270	\$ 35

TRENCHERS		HOURLY
VERMEER RTX 250		\$ 25
VERMEER RTX 450		\$ 32

RUBBER-TIRED BACKHOES	WEIGHT (In Lbs.)	HOURLY
CAT 420 BACKHOE TIER 4I	24,251	\$ 114
CAT 420 BACKHOE TIER 4 FINAL	24,251	\$ 114
JD 410L BACKHOE TIER 4 FINAL	24,000	\$ 104

BACKHOE ATTACHMENTS	WEIGHT (In Lbs.)	HOURLY
24" BACKHOE WHEEL		\$ 23
BACKHOE BREAKER (Cat 416) ATTACHMENT ONLY	1,000	\$ 65

WHEEL LOADERS	WEIGHT (In Lbs.)	HOURLY
JD 444 TIER 4 FINAL	26,711	\$ 108
JD 544 TIER 4 FINAL	31,771	\$ 125
JD 644 TIER 3	40,417	\$ 175
JD 644 TIER 4I	42,050	\$ 175
JD 644 TIER 4 FINAL	42,877	\$ 175
KOMATSU WA320 TIER 4 FINAL	34,128	\$ 115
KOMATSU WA380 TIER 4I	41,115	\$ 175
KOMATSU WA380 TIER 4 FINAL	41,932	\$ 175
JD 824J TIER 3	57,374	\$ 206

EQUIPMENT RATES

JD 824J TIER 4 FINAL		57,374	\$	206
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WHEEL LOADERS ATTACHMENTS	HOURLY
SIDE DUMP BUCKET (950H)	\$ 32
ASPHALT GRINDER - LOADER MOUNTED	\$ 150

SKID-STEER	WEIGHT (In Lbs.)	HOURLY
TAKEUCHI TL230 - RUBBER TRACKS TIER 4I	8,300	\$ 69
TAKEUCHI TL10 - RUBBER TRACKS TIER 4I	10,320	\$ 73
TAKEUCHI TL10 - RUBBER TRACKS TIER 4 FINAL	10,320	\$ 73
TAKEUCHI TL12 - RUBBER TRACKS TIER 4 FINAL	11,620	\$ 75

SKID-STEER ATTACHMENTS	HOURLY
SKID STEER MANHOLE CUTTER ATTACHMENT ONLY	\$ 30
SKID STEER ASPHALT GRINDER	\$ 55

COMPACTORS	WEIGHT (In Lbs.)	HOURLY
WACKER BS 700 UPRIGHT RAMMER/ WACKER	168	\$ 25
WACKER VIBRATORY PLATES	195	\$ 18
WACKER "TURTLE" COMPACTOR	962	\$ 53
CAT CP-433 PD COMPACTOR	15,750	\$ 70
CAT 815 F COMPACTOR	45,765	\$ 225
REX 3-35 COMPACTOR TIER 4I	39,325	\$ 292
REX 3-35 COMPACTOR TIER 3	39,325	\$ 186

PAVING	WEIGHT (In Lbs.)	HOURLY
VOLVO DD15 ASPHALT ROLLER (36" DRUM)	3,351	\$ 105
WACKER RD12A (36" DRUM)	3,351	\$ 105
BOMAG 120 ASPHALT ROLLER (48" DRUM)	5,732	\$ 126
OIL POT		\$ 20

DOZER	HOURLY
KOMATSU D65EX	\$ 153
CAT D8	\$ 267

DUST CONTROL	HOURLY
WATER WAGON	\$ 23
2,000 GALLON WATER TRUCK	\$ 78
4,000 GALLON WATER TRUCK	\$ 90
CAT 613 WATER PULL	\$ 186
WATER TANK -STATIONARY - 12,000 GAL	\$ 17
STREET SWEEPER	\$ 135
LAYMOR 6-H13 RIDE ON SWEEPER	\$ 57

PUMPS & GENERATORS	HOURLY
MQ 25 KW GENERATOR	\$ 45
2" SUBMERSIBLE PUMP	\$ 21
3" SUBMERSIBLE PUMP (25 KW REQUIRED)	\$ 21
4" SUBMERSIBLE PUMP (25 KW REQUIRED)	\$ 21
2" CENTRIFUGAL PUMP W/ HOSES	\$ 21
2.5" FIRE HOSE & ADAPTERS 50 FT	\$ 13
HYDROSTATIC TEST PUMP	\$ 23
2" DISCHARGE HOSE (50')	\$ 2

EQUIPMENT RATES

3" DISCHARGE HOSE (50')		\$	2
4" DISCHARGE HOSE (50')		\$	2

PIPE FUSION			HOURLY
T618 FUSION MACHINE		\$	120
T500 FUSION MACHINE		\$	130
T630 FUSION MACHINE		\$	230
DATALOGGER		\$	23
PIPE ROLLERS		\$	2
PIPE STANDS		\$	12
PIPE SCRAPER		\$	12
PIPE DEBEADER		\$	29
ELECTRO FUSION MACHINE		\$	23

TRUCKS			HOURLY
BOBTAIL DUMPTRUCK		\$	58
END DUMP TRAILER WITH TRACTOR		\$	145
PICK-UP TRUCK		\$	30
UTILITY TRK W/TOOLS(SMALL CREW TRUCK)		\$	35
CREW TRUCK W/ TOOLS (LASER/ COMPRESSOR/ TOOLS)		\$	70
MECHANICS TRUCK W/CRANE		\$	75
GPS TRUCK (ADD TRAVEL TIME)		\$	46
12 YARD VAC TRUCK (ADD TRAVEL TIME & DUMP FEE's)		\$	250
16 YARD VAC TRUCK (ADD TRAVEL TIME & DUMP FEE's)		\$	300
OFF ROAD UTILITY VEHICLE(UTV)		\$	18
CONCRETE MIXER TRUCK		\$	163
FLATBED TRUCK (2 AXLE) (F450,F550)		\$	48
PIPE TRAILER (UNDER 10,000 LBS) TOW BEHIND		\$	21
TRANSPORT - PERMIT FEES			VARIES
TRANSPORT 22' FLAT BED		\$	75
TRANSPORT LOW BOY (w/permit)		\$	145
SUPER 10 DUMP TRUCK		\$	135
10 WHEEL DUMP TRUCK		\$	125

MISCELLANEOUS			HOURLY
FORK LIFT		\$	23
TELEHANDLER 8K		\$	60
TELEHANDLER 10K		\$	95
OFFICE TRAILER		\$	12
ROCK SCREEN		\$	24
WELDER		\$	12
AIR COMPRESSOR W/TOOL		\$	27
NIGHT LIGHTS W/GENERATOR		\$	32
PIPELINE LASER		\$	15
CUT-OFF SAW		\$	11
CONCRETE FLAT SAW		\$	36
CONCRETE CHAIN SAW		\$	57
GARBRO CONCRETE BUCKET		\$	22
PUSH CAMERA		\$	47
LOCATING TARGET FOR PUSH CAMERA		\$	7
MANDRIL (6" TO 12")		\$	11
MANDRIL (15" TO 24")		\$	11

EQUIPMENT RATES

MANDRIL 30"		\$	11
TEST/BLOCK PLUGS (6" TO 10")		\$	6
TEST/BLOCK PLUGS (8" TO 12")		\$	6
TEST/BLOCK PLUGS (12" TO 18")		\$	21
TEST/BLOCK PLUGS (15" TO 30") - WEEKLY MIN. ONLY		\$	21
TEST/BLOCK PLUGS (20" to 36") - WEEKLY MIN. ONLY		\$	26
TEST/BLOCK PLUGS (24" TO 48") - WEEKLY MIN. ONLY		\$	32

Daily: \$8,500.00/day per truck and Geopolymer Specialized Trailer Combo

Hourly:\$2,200.00/hour per truck and Geopolymer Specialized Trailer Combo

requirements for Bonds and Insurance are included in Attachment 1 – Sample Contract of this RFP under Article 11 – Insurance and Bonds; Indemnification.

3.9 Direct Job Overhead Expenses

The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

3.10 Taxes

The Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs are included in the GMP. All invoices to the City will include the applicable taxes and tariffs that are the Contractor's responsibility and will not be shown as a separate line item on the Contractor's invoice.

3.11 Sheeting and Bracing

Each Proposal submitted in response to this RFP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Engineer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

Table 5-5: Total Amount for Worker Protection for Sheeting and Bracing

Protection in trenches and Open Excavations – Description	Total Cost
Shoring	\$60,000.00

4.0 SPECIAL SERVICES

Special work or services are defined as that work not included in this agreement and characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, licensed structural engineer, special testing or laboratory work. The Contractor will be paid for special services based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

5.0 MANDATORY PROPOSER ALLOWANCES

The City is allowed to propose allowances for portions of the Work. The following City's cost allowances and allowance amounts must be included in the GMP. Allowances shall not be considered for compensation as proposed shared savings as defined in Section 9.0 of this Attachment 5.

Table 5-6: Mandatory Proposer's Cost Allowances

Item#	Allowance Description	Allowance Amount
1	Excavation to Finalize Transmission Main Location and Material. This allowance item includes materials, labor, equipment, shoring, and all associated work for up to two (2) excavations to finalize location of the existing transmission main and determine pipe material. Contractor should provide unit pricing for up to two (2) exploratory excavation locations.	\$20,000.00
2	Additional Potholing – This includes all materials, labor, and equipment associated with potholes above and beyond the number required to identify existing utility crossings as shown on the plans. An estimated 30 potholes are required per the current alignment to verify utility locations. Contractor should price an additional 10 pothole locations for this allowance amount. Contractor must include all mobilization and demobilization costs associated with potholing at separate times.	\$30,000.00
3	Existing Transmission Main Material – The as-builts for the 24-inch transmission main did not clearly identify the pipe material as either Ductile Iron Pipe or Reinforced Concrete Cylinder Pipe (RCCP). Two connection details have been provided on the Volume 3 plans for this project; one for DIP and another for RCCP. Contractor is directed to assume that the existing 24-inch transmission main is Ductile Iron Pipe. This allowance item is to allow contractor to provide an alternative additional cost if existing main is determined to be RCCP.	\$90,000.00

Item#	Allowance Description	Allowance Amount
4	Additional Pavement Restoration – This includes materials, labor, and equipment associated with pavement restoration beyond the limits shown on the plans and required by the City Standards. All pavement restoration must be approved by the City in advance. This item will not be used for additional restoration required due to Contractor errors and lack of protection or care.	\$200,000.00
	Total of Mandatory Allowances:	\$340,000.00

Allowances shall not be considered for compensation as proposed shared savings as defined in Section 9.0 of this Attachment 5.

6.0 VOLUNTARY PROPOSER ALLOWANCES

The Proposer is allowed to propose allowances for minor portions of the Work. Proposers are limited to a maximum of three (3) proposed allowances and the total amount for all proposed allowances cannot exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

Each proposed allowance description should be well-defined. There is no scoring points assigned to any proposed allowances, but they may be discussed during the final negotiations with the highest ranked Proposer. Proposers are not required to propose an allowance item; it is strictly voluntary. Unused/Unauthorized Allowance monies, if any, shall not be subject to shared saving as defined in Section 9.0 of this Attachment 5.

The following Proposer's cost allowances and allowance amounts are included in the GMP:

Table 5-7: Voluntary Proposer's Cost Allowances

Item#	Allowance Description	Allowance Amount
1	500 SF of 20' Deep Soil Stabilization (as needed)	\$150,000.00
2		\$
3		\$
	Total of Voluntary Allowances:	\$150,000.00

Allowances shall not be considered for compensation as proposed shared savings as defined in Section 9.0 of this Attachment 5.

7.0 ITEMS NOT INCLUDED IN THE COST OF WORK:

- A. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in this Attachment 15 Section 3.4 – Management and Administrative Labor.
- B. Expenses of Contractor's principal office and offices, other than the Site office.
- C. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
- D. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
- E. Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
- F. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
- G. Costs that would cause the GMP to be exceeded.
- H. Any costs incurred after Owner's Final Acceptance of the Project.

8.0 CONTRACTOR'S FEE MARKUPS

- A. The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance all of the Work for the Cirby Way 24-inch Main Replacement Project as shown in Table 5-1.

Table 5-8: Contractor's Fee Mark-up Schedule

Attachment 5 Section	Cost Category	Fee Mark-Ups For General Overhead And Profit
3.1-3.3	Hourly Field Labor	15%
3.4	Management and Administrative Labor	Included in hourly rates
3.5	Materials	15%
3.6	Construction Equipment	15%
3.7	Subcontractors	15%
3.8	Bonds and Insurance	15%
3.9	Direct Job Overhead Expenses	15%
3.10	Taxes	15%

B. Based on the above percentages for each cost category, the Proposed Total Fee Markup-for General Overhead and Profit percentage included in the Contractor's GMP is 15%.

9.0 PROPOSED SHARED SAVINGS

In the event the final Cost of Work, plus the Proposed Total Fee Mark-up for General Overhead and Profit, is less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows.

60% of the savings to the City

40% of the savings to the Contractor

Percent of Savings to the contractor must be a minimum of 20% plus the Total Fee Markup percentage for General Overhead and Profit as shown in the GMP (Attachment 14, Paragraph 9.0.B).

Should there be savings shared, City will pay the Contractor its share of the savings at the same time as the final retention payment.

Please see Exhibit A, Contract Clarifications, for additional contract modifications.

****END OF ATTACHMENT 5****

EXHIBIT A – Contract Clarifications

Working Hours

Working hours shall be as follows unless mutually agreed modifications are approved by all project stakeholders in writing:

- 7:00 AM–5:00 PM work window as long as two westbound and two eastbound lanes remain open.
- If westbound traffic must be reduced to a single lane, setup will be allowed to begin at 5:00 AM, with work occurring from 6:00 AM to 3:00 PM.

Traffic Control Constraints

Due to traffic control constraints, the width and location of the proposed water line, and equipment size requirements, construction operations associated with the pipeline installation will require reduction to one travelled lane in the westbound direction during active work operations.

Testing & Disinfection of Existing Pipeline

In the GMP, the price for testing and disinfection of the existing pipeline is \$112,500. This value assumes the City will operate existing valves and allow flushing of the transmission main using existing system pressure (approximately 100 psi). Preston will properly dispose of flushing water in accordance with applicable requirements.

The City will work with Preston to further develop the logistics of the testing and disinfection process. All efforts requested from Preston will be paid on a time and materials basis. If efforts required by Preston result in costs above the GMP for this scope of work, the additional work will be performed as a change directive, see Article 9 of the Agreement.

Project Schedule

The final project schedule will be developed during the design-assist phase and agreed upon by all parties prior to construction. Preston will update and refine the preliminary schedule provided at bid time as additional information becomes available that may impact sequencing, duration, or overall project completion.

Concrete Median Replacement

If removal and replacement of the concrete median at Lindsay Drive is necessary to meet the City's traffic control requirement, the work will be performed as a change directive, see Article 9 of the Agreement.

[REVISED]

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Requirements for sequencing and scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and City operations.

B. Water projects:

1. Conduct Work such that the Owner's ability to meet its customer's demands for treated drinking water shall not be impaired or reduced in terms of the required quantity or quality of treated water.
2. Do not impair the operational capabilities of essential elements of the water transmission system below levels sufficient to meet demands for water throughout the contract time.

1.02 LIMIT OF CONSTRUCTION ACTIVITIES ON WORK SITE

A. Traffic Control:

1. During non-work hours, unless permitted otherwise by the City, in coordination with Public Works, the CONTRACTOR shall keep all lanes of traffic open and clear. All trenches shall be backfilled or covered with suitable steel plates and open to traffic.

B. No equipment, construction material, or excavated material that will interfere with traffic shall be stored on streets, sidewalks, trails, swales, drainages, or roadways at any time.

C. See Table 1 in 1.04 F for Working Hours.

1.03 SEQUENCE OF WORK

A. The CONTRACTOR shall schedule and sequence their work to complete the Work by the specified completion date.

1. Additional notes from the City for the CONTRACTOR to consider:

- a. Based on additional discussions and negotiations with the City and anticipated weather constraints, the Project is now divided into two (2) phases, first and second sequence of work.
- b. The first Sequence of Work shall be to place an order for all parts and / or materials identified by the CONTRACTOR or City as having a lead time that has the reasonable potential to affect the critical path schedule, development to traffic control plans, resolution of site logistics, or impact to the project costs.
- c. CONTRACTOR shall also meet obligations noted in the Agreement with respect to assisting the design process, conducting potholing and utility location activities, providing markups of the plans with pothole data and any field observations to the City or City's representative, identifying potential risks and mitigation measures prior to construction, holding any Preliminary

Engineering Meeting to evaluate alternatives for design or construction, and developing a detailed work schedule.

- d. CONTRACTOR shall prepare a written schedule denoting location, and times of planned activities, and other impacts as captured and discussed during the design assist process. CONTRACTOR notes the subsurface stabilization work shall not start unless a schedule has been submitted and accepted by the City.
 - e. Based on the planning, evaluations, and accepted project approach, CONTRACTOR shall perform subsurface stabilization using trenchless polymer injection based on the evaluated stabilization limits, depths based on the field verification, the approved developed injection sequencing and monitoring protocols, coordination with the City's geotechnical engineer to align stabilization methods with project requirements, risks and mitigation measure identified prior to construction. CONTRACTOR shall complete the subsurface stabilization construction work in the first Sequence of Work.
 - f. Upon completion of the first Sequence of Work, the City shall provide an official suspension letter to the CONTRACTOR stating the start date of suspension and anticipated date to restart Project activities. While the Project is suspended, the awarded Working Days shall be paused until resuming Project activities. The City shall issue a Notice to Proceed to resume on Project activities which restart the remaining Working Days. During Project suspension, CONTRACTOR shall not perform any activities that would result in costs to the Project unless agreed upon in writing by both the City and CONTRACTOR.
 - g. The second Sequence of Work shall be to complete the remaining work activities as determined and accepted during the first Sequence of Work. The Work shall include, but not limited to, placing approved traffic control measures, excavation, demolition, construction of new waterline, testing and disinfection of existing and new transmission mains, waterline connections, road reconstruction and pavement striping. Substantial Completion of Project in accordance with Article 8.13 and City has accepted a partial Certificate of Substantial Completion and punch list. Determination of Substantial Completion is solely at the discretion of the CITY.
 - h. Final Completion of Project in accordance with Article 8.14 and CITY has initiated the process of attaining a Notice of Completion. Determination of Final Completion is solely at the discretion of the CITY.
- B. The water distribution system at the work location is currently shutdown and not in use.
- C. The OWNER's water distribution, recycled water, sewer collection and storm drain systems must remain accessible and operational and Contractor shall provide temporary facilities required to keep the existing system continuously operational at all times, with scheduled shutdowns as necessary to complete the Work and with prior approval of Owner, as described herein.
- D. Re-vegetation of disturbed areas shall take place as quickly as possible as work completion and weather permit, or temporary measures shall be installed and maintained at the Contractors sole expense.

1.04 PROJECT CONSTRAINTS

- A. Maintenance of OWNER's Operations:

- B. Constraints listed herein involve limits on activities during construction. These limits relate to the critical nature of the existing water system and all other services provided by the City and its franchisees.
- C. Continuous operation of OWNER's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- D. Work Plan:
 - a. The CONTRACTOR shall submit a detailed Work Plan and time schedule for all construction activities that will make it necessary to remove a tank, pipeline, electrical circuit, equipment, structure, road or other are replaced by temporary, new, or upgraded facilities from service, including the critical outages identified herein.
 - b. The Work Plan shall, at a minimum, identify:
 - 1) The date and time when each activity will occur.
 - 2) What equipment will be present including standby equipment.
 - 3) What assistance will be required by OWNER's operating personnel.
 - 4) An emergency backup plan identifying what action will be taken if Work cannot be completed within the allotted time.
 - 5) What individual will be in charge of the activity and their contact information.
 - c. Submit Work Plan 10 working days prior to the scheduled activity.
- 1. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of OWNER's operations.
- 2. Shutdowns:
 - a. Coordinate proposed Work with OWNER and facility operations personnel (Water Distribution System Operators) before affecting unit shutdowns. The CONTRACTOR shall provide written confirmation of the shutdown date and time five working days prior to the actual shutdown.
 - b. Under no circumstances shall the CONTRACTOR cease Work at the end of a normal working day or at the end of a working week if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.
- 3. Do not close lines, open valves or gates, shut down equipment, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and approved by the OWNER. After approval, CONTRACTOR shall proceed in the manner, action, and timing as submitted and approved.
- 4. Do not proceed with Work affecting a facility's operation without obtaining OWNER's advance approval of the need for and duration of such Work.
- E. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other necessary items.
 - 3. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 - 4. Perform relocations to minimize downtime of existing facilities.

5. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by OWNER.

F. Hours of Work and Overtime:

- a. Normal working hours at the Construction Site shall ~~be as described in this Section of the Technical Specifications, and as shown on Table 1: Working Hours,~~ no work during City observed holidays.
- b. Conduct Work outside normal working hours only after obtaining written consent and approval from the OWNER.
 - 1) Contractor shall request work-hour variations in writing, a minimum of 10 ~~working~~ days prior to the start of the proposed work period.
 - 2) Contractor shall not rely on approval of work outside of normal working hours without prior consent of the OWNER. Approval shall be at the sole discretion of the OWNER.
- c. Contractor shall develop a Project Schedule assuming work during ~~the~~ working hours ~~specified as it relates to this Section of the Technical Specifications, shown in Table 1: Working Hours.~~
- d. Working hours shall be as follows unless mutually agreed modifications are approved by all project stakeholders in writing:
 - 1) 7:00 am – 5:00 pm work window as long as two westbound and two eastbound lanes remain open.
 - 2) If westbound traffic must be reduced to a single lane, setup will be allowed to begin at 5:00 am, with work occurring from 6:00 am to 3:00 pm.

Table 1: Working Hours

Activity	Work Days	Work Hours	Estimated Duration	Lane Closure
Potholing- (approx. 30)	Week days- (day)	9am-3pm	TBD	Allowed to close the #1 west-bound lane and center turn lane
	Saturday and Sunday	5pm-10pm	TBD	
Exploratory- Excavation (if needed to locate transmission- main)	Weekdays (day)	6am-2pm	TBD	May do setup starting at 5am. Close trenches at end of each work day.
Pipeline- Construction North side of road	Weekdays (day)	6am-2pm	TBD	Allowed to close the #1 west-bound lane and center turn lane, OR close the 2 westbound lanes leaving a portion of center lane open to allow for having 1 west bound and 2 east bound lanes open. May do setup starting at 5am. Close trenches at end of each work day.
	Saturday and Sunday	5pm-10pm	TBD	
Pipeline- Construction	Weekdays	7AM-7PM	TBD	Drop k rail on each side of center lane. Traffic control can

Center of roadway alignment	Saturday and Sunday	8AM-8PM	TBD	take bike lanes on both north and south side. Can leave open trench
Tie-ins	Weekdays (day)	6am-2pm	TBD	Same as for pipeline construction (not center of roadway alignment)
	Saturday and Sunday	5pm-10pm	TBD	
Pavement replacement	Saturday and Sunday	6am-8pm	TBD	May require full road closure

- e. Must keep one (1) west bound and two (2) east bound traffic lanes open at all times.
- f. Due to traffic control constraints, the width and location of the proposed water line, and equipment size requirements, construction operations associated with the pipeline installation will require reduction to one (1) travelled lane in the west bound direction and two (2) east bound traffic lanes during active work operations.
- g. During the design-assist, and construction phase, Contractor may propose times lane configuration adjustments are needed for City consideration. The justification shall include explanation for the need to adjust, the benefits of approving the adjustment, and the risks / impacts to the Project if not approved. The intent of the Design-Assist Contract is to work together on the best approach to execute the Work and comply with Article 12 "Safety: Protection of Persons and Property" of the Agreement.
- h. All overtime Work by the CONTRACTOR necessary to conform to the requirements of this Section and related Sections shall be performed by the CONTRACTOR, at no additional cost to the OWNER and shall be performed in accordance with the Agreement. The CONTRACTOR shall make no claims for extra compensation as a result thereof.
- i. Contractor shall reimburse the City for its demonstrable additional internal and external labor and direct costs for supervising, inspecting, and providing any other City services during work conducted outside the normal working hours listed in C.1., above. In determining what effort and services are required, it will be the City's sole determination what is required to accommodate the Contractor's operation outside the normal working hours.

G. Site Area:

- 1. See also Agreement section 5.5.1 Designated Areas.
- 2. Contractor shall avoid disturbing ground and minimize disturbance to area residents whenever possible.
- 3. Contractor to identify and arrange required area for staging, storage, officing, parking, etc.

1.05 CONSTRUCTION SEQUENCING CONSTRAINTS

A. Shutdown activities:

- 1. Scheduling:

- a. Perform during listed working hours and for only specific construction sequencing constraints annotated in the project schedule and as agreed upon during Final Design.
- B. Construction sequencing constraints will be developed by Design-Assist Team as necessary.

1.06 PROJECT STAFFING

- A. Project superintendent (Job Superintendent, serving as resident Superintendent and Contractor's authorized representative), employed by the Contractor, shall be on-site five days per week for eight hours a day whenever construction activities are taking place.
- B. When the Owner has turned the site over to the Contractor for construction, modification or temporary use, the Contractor is responsible for costs and procedures required to dewater and dispose of liquid, solids, etc. as required until the City has accepted the improvements for routine operation. Contractor shall provide adequate time in schedules for draining and cleanup.

1.07 STORMWATER MANAGEMENT

- A. CONTRACTOR responsible for stormwater management from the time the Contractor physically mobilizes to the site until the time the final stormwater BMPs are installed and Final completion has been approved by Owner.
- B. City's Stormwater Quality BMP Guidance Manual for Construction is available at the City's website.

1.08 OPERATIONS AND MAINTENANCE ACCESS

- A. Provide safe, continuous access to existing facilities for City personnel.
- B. Provide access on one-hour advance notice to facilities for maintenance personnel and associated maintenance equipment.

1.09 UTILITIES

- A. Provide advance notice to and utilize services of Underground Services Alert (U.S.A.) and appropriate local organizations for location and marking of underground utilities operated by utility agencies including the Owner.
- B. New utilities were designed using existing drawings.
 - 1. Field verification of utilities locations was not performed during design.
 - 2. Services crossed by or located near new utilities may require relocation and possible shutdowns.
 - 3. Pipes shall be installed as closely as possible to alignments indicated on the Drawings. Alignment deviations required due to pothole data shall be submitted to the Engineer for revision prior to construction. Contractor shall allow 14 calendar days for the Engineer to revise the construction documents.

1.10 WORK BY OTHERS

- A. Where proper execution of the Work depends upon work by others, inspect and promptly report discrepancies and defects.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for submittals to confirm compliance with Contract Documents.

1.02 GENERAL INSTRUCTIONS

- A. Contractor is responsible to determine and verify field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and check and coordinate each item with other applicable approved shop drawings and Contract Document requirements.
- B. Provide submittals:
 - 1. That are specified or reasonably required for construction, operation, and maintenance of the Work.
 - 2. That demonstrate compliance with the Contract Documents.
- C. Where multiple submittals are required, provide a separate submittal for each specification section.
 - 1. In order to expedite construction, the Contractor may make more than 1 submittal per specification section, but a single submittal may not cover more than 1 specification section:
 - a. The only exception to this requirement is when 1 specification section covers the requirements for a component of equipment specified in another section.
 - b. For example, circuit breakers are a component of switchgear. The switchgear submittal must also contain data for the associated circuit breakers, even though they are covered in a different specification section.
- D. Prepare submittals in the English language. Do not include information in other languages.
- E. Present measurements in customary American units (feet, inches, pounds, etc.).
- F. Must be clear and legible, and of sufficient size for presentation of information.
- G. Page size other than drawings:
 - 1. Minimum page size will be 8 1/2 inches by 11 inches.
 - 2. Maximum page size will be 11 inches by 17 inches.
- H. Drawing sheet size:
 - 1. Maximum sheets size: 22-inch by 34-inch.
 - a. Minimum plan scale: 1/8-inch equals 1 foot-0 inches.
 - b. Minimum font size: 1/8 inch minimum.
 - 2. 11-inch by 17-inch sheet:
 - a. Minimum plan scale: 1/8-inch equals 1 foot-0 inches.
 - b. Minimum font size: 1/8 inch minimum.

- I. If submittal is more than 80 pages, additionally provide hardcopy.
- J. Show dimensions, construction details, wiring diagrams, controls, manufacturers, catalog numbers, and all other pertinent details.
- K. Provide submittal information from only 1 manufacturer for a specified product. Submittals with multiple manufacturers for 1 product will be rejected without review.

L. Beginning of Work

- 1. No work may take place prior to receipt of the executed Agreement and review of the prescribed bond and insurance. Upon receipt of the executed Agreement and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work.
- 2. Contract time shall begin as indicated in the Notice to Proceed or per contract documents for development projects and encroachment permits.

M. Amount of Work Under Construction

- 1. The Contractor shall not have more work under construction than can be prosecuted properly with regard to the rights of the public. The Contractor is directed to and shall comply with Article 12 "Safety: Protection of Persons and Property" of the Agreement as it relates to this Section of the Technical Specifications.

N. Preconstruction and Progress Meetings

- 1. Prior to beginning work, a preconstruction meeting shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction meeting and shall invite Subcontractors and other necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, submittals, correspondence, progress payments, payroll records, Stormwater Quality BMP Guidance Manual for Construction, coordination, safety, after-hour contacts for Contractor and City of Roseville personnel, quality control / quality assurance, personnel assignments, and other topics as appropriate.
- 2. Progress meetings as stipulated in the Agreement or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, Stormwater Quality BMPs, Requests for Information, Change Orders, Field Instructions, field coordination, submittals, quality control / quality assurance, testing, startup, and other topics related to the Work.

1.03 SUBMITTAL ORGANIZATION

- A. Organize submittals in exactly the same order as the items are referenced, listed, and/or organized in the specification section.
- B. For submittals that cover multiple devices used in different areas under the same specification section, the submittal for the individual devices must list the area where the device is used.
- C. Bookmarks:
 - 1. Bookmarks shall match the table of contents.
 - 2. Bookmark each section (tab) and heading.

3. Drawings: Bookmark at a minimum, each discipline, area designation, or appropriate division.
 4. At file opening, display all levels of bookmarks as expanded.
- D. Where applicable (i.e., except for drawings, figures, etc.) submittal content shall be electronically searchable utilizing the PDF file as submitted.
- E. Thumbnails optimized for fast web viewing.
- F. Sequentially number pages within the tabbed sections:
1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- G. Attachments:
1. Specification section: Include with each submittal a copy of the relevant specification section.
 - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 2. Drawings: Include with each submittal a copy of the relevant Drawing, including relevant addendum updates.
 - a. Indicate either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
 - 1) Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - 2) Provide field dimensions and relationship to adjacent or critical features of the Work or materials.
- H. Contractor: Prepare submittal information in sufficient detail to show compliance with specified requirements.
1. Determine and verify quantities, field dimensions, product dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
 3. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
- I. Contractor: Prepare "Or Equal" submittal information.
1. Provide standard submittal requirements.
 - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
 2. Provide reason the specified product is not being provided.
 3. Explain the benefits to the Owner for accepting the "Or Equal".
 4. Itemized comparison of the proposed "Or Equal" with product specified including a list of significant variations:
 - a. Design features.
 - b. Design dimensions.
 - c. Installation requirements.
 - d. Operations and maintenance requirements.
 - e. Availability of maintenance services and sources of replacement materials.
 5. Reference projects where the product has been successfully used:

- a. Name and address of project.
 - b. Year of installation.
 - c. Year placed in operation.
 - d. Name of product installed.
 - e. Point of contact: Name and phone number.
 - 6. Define impacts:
 - a. Impacts to other contracts.
 - b. Impacts to other work or products.
 - 7. Contractor represents the following:
 - a. Contractor bears the burden of proof of the equivalency of the proposed "Or Equal".
 - b. Proposed "Or Equal" is equal or superior to the specified product.
 - c. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed "Or Equal", unless Owner requires a Special Warranty.
 - d. Contractor will coordinate installation of accepted "Or Equal" into the Work and will be responsible for the costs to make changes as required to the Work.
 - e. Contractor waives rights to claim additional costs caused by proposed "Or Equal" which may subsequently become apparent.
- J. Contractor: Prepare substitution submittal information.
- 1. Provide standard submittal requirements.
 - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
 - 2. Provide reason the specified product is not being provided.
 - 3. Explain the benefits to the Owner for accepting the substitution.
 - 4. Itemized comparison of the proposed substitution with product specified including a list of significant variations:
 - a. Design features.
 - b. Design dimensions.
 - c. Installation requirements.
 - d. Operations and maintenance requirements.
 - e. Availability of maintenance services and sources of replacement materials.
 - 5. Reference projects where the product has been successfully used:
 - a. Name and address of project.
 - b. Year of installation.
 - c. Year placed in operation.
 - d. Name of product installed.
 - e. Point of contact: Name and phone number.
 - 6. Define impacts:
 - a. Impacts to Contract Price.
 - 1) Required license fees or royalties.
 - 2) Do not include costs under separate contracts.
 - 3) Do not include Engineer's costs for redesign or revision of Contract Documents.
 - b. Impacts to Contract Time.
 - c. Impacts to Contract Scope.
 - d. Impacts to other contracts.
 - e. Impacts to other work or products.
 - 7. Contractor represents the following:
 - a. Contractor shall pay associated costs for Engineer to evaluate the substitution.

- b. Contractor bears the burden of proof of the equivalency of the proposed substitution.
- c. Proposed substitution does not change the design intent and will have equal performance to the specified product.
- d. Proposed substitution is equal or superior to the specified product.
- e. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed substitution, unless Owner requires a Special Warranty.
- f. Contractor will coordinate installation of accepted substitution into the Work and will be responsible for the costs to make changes as required to the Work.
- g. Contractor waives rights to claim additional costs caused by proposed substitution which may subsequently become apparent.

1.04 SUBMITTAL METHOD AND FORMAT

A. Submittal identification numbering:

1. Number each submittal using the format defined below:

	Spec Section Number	Dash	Initial Submittal - Sequential Number	Decimal Point	Subsequent Submittal Revisions Sequential Number
<i>Example 1 Description</i>	<i>Cast-In-Place Concrete</i>		<i>8th initial submittal</i>		
	03 30 00	-	0008		
<i>Example 2 Description</i>	<i>Cast-In-Place Concrete</i>		<i>8th initial submittal</i>		<i>First revision to the 8th initial submittal</i>
	03 30 00	-	0008	.	1

- B. Deliver submittals via email to Engineer at ngavzy@mckinc.net unless another mutually agreeable method is designated. If submittal is greater than 80 pages, and the Engineer requests it, the Contractor shall mail one (1) hard copy of the submittal to the Engineer at:

Attn: Nate Gavzy MCK Americas Inc.
1614 19th Street, Suite B
Sacramento, CA 95811

C. Submittals in electronic media format:

1. General:
 - a. Provide all information in PC-compatible format using Windows® operating system as utilized by the Owner and Engineer.
2. Text:
 - a. Provide text documents and manufacturer's literature in Portable Document Format (PDF).
3. Graphics:

- a. Provide graphic submittals (drawings, diagrams, figures, etc.) utilizing Portable Document Format (PDF).
- D. Submit the hardcopy submittal in the format provided in Attachment A - Contractor Submittal Transmittal Form.

E. Project Schedule

- 1. A bar chart or similar form of progress schedule will be required for all contracts. The Contractor shall submit an electronic copy, of a complete baseline progress schedule at the preconstruction meeting (see this Section of the Technical Specifications).
- 2. The baseline progress schedule shall show all major portions of the Work, the estimated dates on which the Contractor shall start each portion of the Work, and the contemplated dates for completing each portion of the Work or the approximate percentage of the Work or portions of the Work scheduled for completion at any time.
- 3. Despite the submission of a progress schedule, the Contractor shall be governed by the direction of the City if, in the judgment of the City, it becomes necessary to accelerate the Work or any part thereof, or cease work at any particular point and concentrate the Contractor's forces at such other point or points, with the intent of preventing delays.

1.05 SUBMITTAL PROCEDURE

A. Engineer: Review submittal and provide response:

- 1. Review description:
 - a. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
 - b. Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
 - c. Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
 - d. Engineer's review does not extend to:
 - 1) Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2) Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3) Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
 - a) Engineer can Approve or Not Approve any exception at their sole discretion.
- 2. Review timeframe:
 - a. Except as may be provided in technical specifications, a submittal will be returned within 10 calendar days.

- b. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
 - c. Engineer's acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
 - d. Critical submittals:
 - 1) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.
3. Schedule delays:
- a. No adjustment of Contract Times or Contract Price will be allowed due to Engineer's review of submittals, unless all of the following criteria are met:
 - 1) Engineer has failed to review and return first submission within the agreed upon time frame.
 - 2) Contractor demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return submittal within time indicated and accepted by Engineer.
4. Review response will be returned to Contractor with one of the following dispositions:
- a. Approved:
 - 1) No Exceptions:
 - a) There are no notations or comments on the submittal and the Contractor may release the equipment for production.
 - 2) Make Corrections Noted - See Comments:
 - a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
 - b) Resubmittal not required.
 - (i) Make Corrections Noted - Confirm:
 - (a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
 - (b) Submit confirmation specifically addressing each notation or comment to the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
 - b. Not approved:
 - 1) Correct and resubmit:
 - a) Contractor may not proceed with the Work described in the submittal.
 - b) Contractor assumes responsibility for proceeding without approval.
 - c) Resubmittal of complete submittal package is required within 30 calendar days of the date of the Engineer's submittal review response.
 - 2) Rejected - See Remarks:
 - a) Contractor may not proceed with the Work described in the submittal.
 - b) The submittal does not meet the intent of the Contract Documents. Resubmittal of complete submittal package is required with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
 - c. Receipt acknowledged - Filed for record:

- 1) This is used in acknowledging receipt of informational submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc.
- d. Receipt acknowledged with comments - Resubmit:
 - 1) This is used in acknowledging receipt of informational submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc. Feedback regarding missing information, conflicting information, or other information that makes it incomplete can be made with comments.
5. Schedules
 - a. The Contractor shall provide a schedule pursuant to the Proposal and/or other Contract Documents to which the Contractor has agreed to complete the Work.
 - b. The detailed baseline progress schedule shall be a Critical Path Method (CPM) schedule pursuant to the CPM provisions of this Contract.
 - c. The final project schedule will be developed during the design-assist phase and agreed upon by all parties prior to construction. Contractor will update and refine the preliminary schedule provided at bid time as additional information becomes available that may impact sequencing, duration, or overall project completion.
 - d. The Contractor shall review and, if necessary, revise the schedule at least once a month as specified in Article 2, Section 2.5.8, "Reports," of these Contract Documents.
 - e. Once construction has started, the Contractor shall submit, on a weekly basis, a progress schedule, henceforth referred to as a "three-week lookahead" schedule.
6. Three-Week Lookahead Schedule
 - a. A three-week lookahead schedule shall be provided by the Contractor at each weekly progress meeting. The schedule shall provide an accurate representation of the work planned for the current week and subsequent two (2) weeks.
 - b. The schedule shall be provided in a bar chart form with information derived from and consistent with the current baseline schedule. The schedule shall include activity ID numbers, activity descriptions, start and finish dates (both scheduled and actual), and any other critical path and activities that are behind schedule.
7. CPM Schedule
 - a. The Contractor shall submit a practicable Critical Path Method (CPM) schedule within fifteen (15) days of receipt of the Contract. The CPM baseline schedule shall include the following activities, but not be limited to, construction activities, procurement activities, submittal activities, and any other activities by the Contractor, the City of Roseville, or any other entity that may impact the Work. Submittal and procurement activities shall include falsework drawings, post tensioning drawings, test procedures, mix designs, long time lead items, etc. The following information shall be shown for each activity:
 - 1) Unique number(s) for each activity
 - 2) Activity description
 - 3) Activity relationships and dependencies (logic)
 - 4) Activity duration in working days
 - 5) Early start, early finish, late start, late finish dates (calendar date, i.e. day, month, year)
 - 6) Total float, free float

- 7) For completed activities: actual start dates, actual finish dates, duration, and logic
 - 8) Interim milestone dates and completion dates
 - 9) Detailed list of work contained within each activity
 - 10) Manpower loading for each item of work for unit price contracts
 - 11) Cost loading for each item of work for lump sum contracts
 - b. The Contractor shall submit an electronic copy of the CPM schedule. Updates to the CPM schedule shall be submitted with each Progress Payment request, when Contract events are changed, or within five (5) working days of a City request. A narrative describing the general status of the Work and addressing any problem areas or delays shall be submitted with each revision or update, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered.
 - c. All schedule updates or revisions shall show on the critical path the effects of any occurrence upon which the Contractor has based a notice of potential claim or will base any claim (pursuant to the Change Order provision of this Contract) and shall expressly call the City's attention to the effects in writing.
- B. Contractor: Prepare resubmittal, if applicable:
- 1. Clearly identify each correction or change made.
 - 2. Include a response in writing to each of the Engineer's comments or questions for submittal packages that are resubmitted in the order that the comments or questions were presented throughout the submittal and numbered consistent with the Engineer's numbering.
 - a. Acceptable responses to Engineer's comments are listed below:
 - 1) "Incorporated" Engineer's comment or change is accepted and appropriate changes are made.
 - 2) "Response" Engineer's comment not incorporated. Explain why comment is not accepted or requested change is not made. Explain how requirements will be satisfied in lieu of comment or change requested by Engineer.
 - 3. Reviews and resubmittals:
 - a. Contractor shall provide resubmittals which include responses to all submittal review comments separately and at a level of detail commensurate with each comment.
 - b. Contractor responses shall indicate how the Contractor resolved the issue pertaining to each review comment. Responses such as "acknowledged" or "noted" are not acceptable.
 - c. Resubmittals which do not comply with this requirement may be rejected and returned without review.
 - 1) Contractor shall be allowed no extensions of any kind to any part of their contract due to the rejection of non-compliant submittals.
 - 2) Submittal review comments not addressed by the Contractor in resubmittals shall continue to apply whether restated or not in subsequent reviews until adequately addressed by the Contractor to the satisfaction of the reviewing and approving authority.
 - d. Any resubmittal that does not contain responses to the Engineer's previous comments shall be returned for Revision and Resubmittal. No further review by the Engineer will be performed until a response for previous comments has been received.

4. Resubmittal timeframe:
 - a. Contractor shall provide resubmittal within 15 days.
 - b. When a resubmittal cannot be returned within the specified period, Contractor shall notify Engineer in writing.
5. Review costs:
 - a. Costs incurred by Owner as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor.
 - b. Reimbursement to Owner will be made by deducting such costs from Contractor's subsequent progress payments.

1.06 PRODUCT DATA

- A. Edit submittals so that the submittal specifically applies to only the product furnished.
- B. Neatly cross out all extraneous text, options, models, etc. that do not apply to the product being furnished, so that the information remaining is only applicable to the product being furnished.

1.07 SHOP DRAWINGS

- A. Contractor to field verify elevation, coordinates, and pipe material for pipe tie-in to pipeline or structure prior to the preparation of shop drawings.
- B. Indicate project designated equipment tag numbers for submittal of devices, equipment, and assemblies.

1.08 SAMPLES

- A. Details:
 1. Submit labeled samples.
 2. Samples will not be returned.
 3. Provide number of sample submittals as below:
 - a. Total: 2 minimum.
 - 1) Owner: 1.
 - 2) Engineer: 1.
 - 3) Contractor: None.

PART 2 - NOT USED.

PART 3 - NOT USED.

END OF SECTION

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Attachment 7: LEVINE ACT DISCLOSURE STATEMENT

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

03/05/2026 Reid Takamura - Vice President Preston Pipelines Infrastructure LLC
(Date) (Printed Name/Title of Authorized Representative) (Name of business/legal entity)



(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid , a labor contract , or a personal employment contract .	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)

Term	Definition	Law
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

****END OF ATTACHMENT 7****

Attachment 8: 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:	<u>Kier & Wright Civil Engineers & Land Surveyors, Inc.</u>
Principal	<u>Joseph Thompson</u>
Address	<u>2850 Collier Canyon Road</u>
City	<u>Livermore, CA. 94551</u>
Phone	<u>(925) 245-8788</u>
Job capacity	<u>Survey - (\$10 million+ annual vol.)</u>
Percentage of total work	<u>0.4%</u>
Licenses and numbers	<u>PLS 8121</u>
DIR Contractor Registration Number & Expiration Date	<u>1000005105 Exp: 6/30/2027</u>

Company Name	<u>Capitol Barricade, Inc.</u>
Principal	<u>Joe Riehl, President</u>
Address	<u>6001 Elvas Ave.</u>
City	<u>Sacramento, CA 95819</u>
Phone	<u>(916) 451-5176 (Office), (916) 802-6288 (Cell)</u>
Job capacity	<u>Traffic Control - (\$5 million+ annual vol.)</u>
Percentage of total work	<u>6.0%</u>
Licenses and numbers	<u>C31 - CSL: 847170</u>
DIR Contractor Registration Number & Expiration Date	<u>1000013869 Exp: 06/30/2027</u>

Company Name:	<u>Geobear Foundation Repair LLC</u>
Principal	<u>Brian Jones (President US)</u>
Address	<u>22603 La Palma Avenue</u>
City	<u>Yorba Linda, CA 92887</u>
Phone	<u>(877) 436-2327</u>

Job capacity Soil Stabilization - (\$2 million + annual volume)
Percentage of total work 18.7%
Licenses and numbers C61 , D06, D30 -1079250
DIR Contractor Registration Number & Expiration Date 1000924599 Exp: 06/30/2027

Company Name Goodfellow Bros. California, LLC
Principal Brian Gates
Address 50 Contractors Street
City Livermore, CA 94551
Phone (925) 449-5764
Job capacity Roadway Restoration - \$50 million+ annual volume
Percentage of total work 10.0%
Licenses and numbers A/B/HAZ, 977506, EXP. 10/31/2026
DIR Contractor Registration Number & Expiration Date 1000003476 Exp: 06/30/2027

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Include Additional Pages if Necessary

Tab F: Exceptions

Exceptions

Preston has reviewed the Request for Proposals and supporting documents and has identified the following clarifications to the proposal assumptions.

Subcontractor Billing

Preston intends to self-perform the majority of the project scope; however, certain specialized services will be performed by qualified subcontractors. Costs associated with subcontracted work will be based on the invoices received from the subcontractor, plus applicable contract markups as permitted by the contract. Detailed internal cost breakdowns from subcontractors, including labor, equipment, and material components, will not be provided per Preston's interpretation of the contract.

Reliance on Geotechnical Information

Preston has relied upon the **geotechnical information and subsurface data provided in the project documents** in preparing this proposal. Preston assumes that the information provided is reasonably representative of the subsurface conditions that will be encountered during construction. Should materially different conditions be encountered in the field, adjustments to the scope, schedule, or cost may be required and will be addressed in accordance with the contract provisions.

Voluntary Alternate – Additional Stabilization Depth

Preston has included a **Voluntary Alternate for deeper polymer injection stabilization** beyond the base depth identified in the project documents. The final scope, extent, and pricing associated with this alternate will be **reviewed and negotiated with the City during the design-assist phase**, based on field observations, geotechnical input, and the project team's determination of the appropriate stabilization depth.

Tab G: Competency of Proposers

Competency of Proposer

Preston confirms it has the necessary facilities, ability, experience, and financial resources to provide the services specified in this Request for Proposal in a satisfactory and timely manner. These resources include the following:

- Largest owned fleet of late model CARB Tier IV compliant construction equipment.
- 50 Production Crews and 5 Finish Crews
- Project Management and Administrative staff totaling over 100 individuals.
- Safety Director and 6 full-time safety managers with CSP, CHST and QSP certifications.
- Offices located in Milpitas (Corporate), San Jose, Palo Alto, Lathrop and West Sacramento
- See attached qualification letter from Comerica Bank confirming Preston's financial stability. Any additional information can be obtained from Preston's CFO, Laurie Cerrito, at lcerrito@prestonco.com.
- See attached Surety Letter confirming Preston's bonding capabilities.

Within the past seven (7) years, the Contractor has not been subject to any bankruptcies, foreclosures, or similar financial proceedings that would impair its ability to perform its contractual obligations. We confirm that no client has terminated a contract with our firm for breach of contract in these past seven (7) years. Currently, Preston has the following open claims:

- CASE: Preston Pipelines Infrastructure LLC vs Rosendin Electric, Inc. et al
 - Alameda County Superior Court Case No.: 23CV048849
 - Due to breach of contract for non-payment on Clawiter Road, Hayward CA project. The matter has been resolved, and the case is closed.
- CASE: Preston Pipelines Infrastructure LLC vs Carlisle San Jose QOZB LLC, et al
 - Court Case No.: 25CV477479
 - Due to breach of contract for non-payment on the project located at 51 Notre Dame Avenue, San Jose, CA. The matter is currently in litigation settlement and the status is open.
- CLAIM: A claim has been submitted for time and money and is still unresolved at this time. The claim was filed by Preston Pipelines Infrastructure LLC, as Subcontractor, to Roebbelen Contracting, Inc., the General Contractor, who then forwarded the claim on Preston's behalf to the University of California, Davis in 2022 on the VMC – All Species Imaging Center – Project 9528500.
 - Claim asserts that UC Davis has issued a faulty design of a steam line which Preston is due compensation for.
 - Claim is currently outstanding and unresolved.

February 2, 2026

Preston Pipelines
133 Bothelo Ave
Milpitas, CA 95035

Re: Qualification Letter

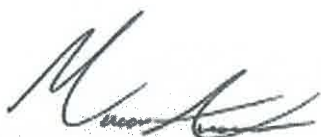
To Whom It May Concern:

Mike Preston and the Preston Family of Companies (Preston Pipelines, Inc., Preston Pipelines Infrastructure LLC, Preston Electric LLC, and DirtMarket LLC) have maintained a banking relationship with Comerica Bank since 1997. The Company has maintained deposits in the mid seven figure to low eight figure range over the last six months. Additionally, the Company has access to a Revolving Line of Credit in the amount of \$20,000,000. The Company currently has full availability of the line of credit.

Comerica Bank holds Mike Preston and the Preston Family of Companies in the highest regard as to their responsiveness, integrity, and management skills. The Company's payments have always been made as agreed, Credit Agreement has been respected, and managements ongoing communication with our Bank has been exceptional.

If you require any additional information, please feel free to contact me at the telephone number or email listed below.

Sincerely,



Mark Anderson
AVP, Relationship Manager
Comerica Bank
(408) 556-5118
MCAnderson@comerica.com



Liberty Mutual **Surety**
One Embarcadero Center
San Francisco, CA 94111

March 10, 2026

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Prequalification for Preston Pipelines Infrastructure, LLC
Design-Assist and Construction of Cirby Way 24th-Inch Main Replacement Project

To Whom It May Concern:

The surety requirements for Preston Pipelines Infrastructure, LLC are handled by Liberty Mutual Insurance Company. Liberty has an A.M. Best Rating of A (Excellent) Class XV in the current Best Rating Guide. Liberty Mutual Insurance Company is a California Admitted Carrier. Liberty's Treasury Listing is \$2,248,066,000. Preston has been a surety client of Liberty Mutual Insurance Company since 2004.

Liberty would give favorable consideration to supporting Preston Pipelines Infrastructure, LLC on single jobs in the range of \$80,000,000 and aggregate programs in the range of \$150,000,000. Current available is \$100,000,000. Accordingly, we would give favorable consideration to a request from Preston Pipelines Infrastructure, LLC for 100% performance and payment bonds on the above referenced project subject to our review of the contract and other underwriting factors at the time of any such request.

You understand, of course, that any arrangement for final bonds is a matter between Liberty Mutual Insurance Company and Preston Pipelines Infrastructure, LLC and Liberty Mutual Insurance Company assumes no liability to you or to third parties, if, for any reason, we do not execute a final bond or bonds on this project.

Final Bond Rates Class B

First	\$ 500,000	11.25	per \$1,000
Next	2,000,000	7.88	per \$1,000
Next	2,500,000	6.75	per \$1,000
Next	2,500,000	6.00	per \$1,000
Over	7,500,000	6.00	per \$1,000

Note: If the completion time of the above captioned bond is over 24 Months the above rates will be surcharged 1% for each full month over 24 Months.

Very truly yours,

Liberty Mutual Insurance Company

Betty L. Tolentino, Attorney-in-Fact

Member of Liberty Mutual Group

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 San Francisco

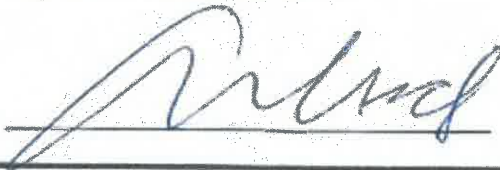
On MARCH 10, 2026 before me, M. Moody, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215027-024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Forrest Chamberlain, Harold Fow, Janet C. Royo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynolds, Maureen O'Connell, Msty R. Hemje, Robert P. Wrayon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nerenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of November, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 29, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of MARCH 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ADDENDUMS

IMPORTANT

01/29/25

TO: Proposers

FROM: William Montz, Assistant Engineer, Environmental Utilities Dept.

RE: Bid RFP #08-158 – Design-Assist Construction of Cirby Way 24-Inch Main Replacement Project

**Revision to the Project Plans
Pre-Proposal Meeting Attendance List
Pre-Proposal Meeting PowerPoint Slides
Pre-Proposal Meeting Q&A
Extension to deadline for questions via Public Purchase**

*******ADDENDUM ONE*******

Please note the following revisions, which represent one attachment:

1. Revisions to the Project Plan Sheet 11 (D3), (added TB-1, TB-3 and TB-3a)

2. Pre-Proposal Meeting Attendance List

The Pre-Proposal Meeting Attendance List is attached to Addendum One.

3. Pre-Proposal Meeting PowerPoint Slides

The Pre-Proposal Meeting PowerPoint Slide are attached to Addendum One.

4. Pre-Proposal Meeting Q&A:

- a. Question – During the project overview slide, there was a question about the extent of the subsurface stabilization portion of the work.

Answer: The extent is 100 feet long by 70 feet wide area. The extent of the repair is based on exploratory borings and in-situ cone penetration testing which showed that fines had indeed washed away from the area where the leak is believed to have occur. The test showed that the further away we got from the original sink hole then the fines composition seemed to be the typical observed for road subsurface.

- b. Question - Public Outreach slide, there was a question about how far does the Contractor need to distribute door hanger notifications?

Answer: After internal discussion, it has been determined that door hangers will be needed at the 10 days and 48 hours of potential water disruption to residents. The City will need to work with the contractor to delineate the extent of customers that will be impacted based on the means and methods proposed by the Contractor for conducting tie-ins, pressure testing, and flushing

- c. Question – There was a question regarding the usage of trench plates

Answer: It is anticipated that some trench plates will be necessary during the construction activities. The City will work with the contractors to affirm that they are installed properly and cause minimal if any impact to normal traffic flow.

- d. Question – Are there any other utilities besides the water line?

Answer: Yes. There is a gas line and a communication crossing.

5. Extension to RFP Schedule - Questions

- a. The deadline for submitting questions via the Public Purchase website has been extended from Feb. 3rd to Feb. 25th.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name Reid Takamura

Signature 

Company Preston Pipelines Infrastructure LLC

Date 03/05/2026

IMPORTANT

02/6/26

TO: Proposers

FROM: William Montz, Assistant Engineer, Environmental Utilities Dept.

RE: Bid RFP #08-158 – Design-Assist Construction of Cirby Way 24-Inch Main Replacement Project

Revisions to the Project Specifications

*******ADDENDUM TWO*******

Please note the following revisions, which represent one attachment:

- Specification 01 14 00 1.05 A.2.a., Revise to read:
 - 2. Notice:
 - a. Contractor shall be required to print and distribute door hanger notifications to all affected businesses and residents to provide advance notice of any interruption to utility service or access, in accordance with the frequency listed below:
 - 1) 10 days – door hanger, residential and commercial
 - 2) 48 hours – door hanger, residential and commercial
- Specification 02 07 50 3.06 A., Revise to read:
 - A. All pavement and striping disturbed during the project shall be replaced in kind to original or better condition. Pavement and striping within commercial areas shall be approved by the property owner.
- Specification 32 01 17 3.06 C., Revise to read:
 - C. The Contractor shall be responsible for removal and establishing alignment of all pavement traffic stripes and pavement markings within the area.
- Specification 32 01 17 4.03 C., Revise to read:
 - C. The Contractor shall be responsible for removal and establishing alignment of all pavement traffic stripes and pavement markings within the area.

- Specification 33 12 13 3.01 B.3., Revise to read:

3. Prior to tie-in requiring interruption of service, the Contractor shall comply with advance customer notification requirements as specified in Section 01 14 00 –Work Restrictions.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name Reid Takamura

Signature 

Company Preston Pipelines Infrastructure LLC Date 03/05/2026

IMPORTANT

02/11/26

TO: Proposers

FROM: William Montz, Assistant Engineer, Environmental Utilities Dept.

**RE: Bid RFP #08-158 – Design-Assist Construction of Cirby Way 24-Inch
Main Replacement Project**

Revisions to the Project Specifications

*******ADDENDUM THREE*******

Please note the following revisions, which represent one attachment:

Section 02 20 00 1.06, Revise to read:

QUALITY ASSURANCE

The Owner's Representative shall perform all geotechnical investigations, sampling, and testing required to determine applicable pavement sections, soil characteristics, and compliance with specifications, and will provide the contractor with the resulting pavement design for use in roadway replacement work. This includes, but is not limited to Atterberg limits, specific gravity, sand equivalent, R-value, durability, moisture content, gradation, compaction, and density tests during placement of backfill materials. All costs for general geotechnical work and reporting shall be borne by the Owner.

The Contractor shall perform bear the costs of any geotechnical investigations or studies necessary for the design and performance of polymer injections per Section 31 39 19. The Contractor shall furnish all labor, equipment, materials, and testing required for polymer injection installation and shall coordinate with the Owner's Representative to allow access for observation and verification. The Contractor shall also remove surface material at locations designated by the Owner's Representative and provide such assistance as necessary for sampling and testing during placement and compaction of backfill materials.

The Owner's Representative may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to verify compliance with these specifications.

All other sampling, testing, and retesting performed under this Paragraph shall be the responsibility of the Owner's Representative.

Section 31 23 33 3.01 J.2, Revise to read:

Dewatering for the structures and pipelines shall commence when any water is first encountered and shall continue until the backfill at the pipe zone has been completed.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Three

Name Reid Takamura

Signature 

Company Preston Pipelines Infrastructure LLC Date 03/05/2026

IMPORTANT

3/4/26

TO: Proposers

FROM: William Montz, Assistant Engineer, Environmental Utilities Dept.

RE: Bid RFP #08-158 – Design-Assist Construction of Cirby Way 24-Inch
Main Replacement Project

Extension to Proposal Deadline

*****ADDENDUM FOUR*****

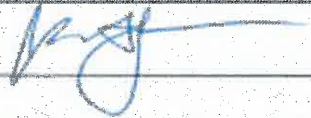
Please note the following revisions, which represent one attachment:

The deadline to submit proposals has been extended from March 9th to March 11th.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Four

Name Reid Takamura

Signature 

Company Preston Pipelines Infrastructure LLC Date 03/05/2026

EXHIBIT C - GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE

- A. GUARANTEED MAXIMUM PRICE:** The Guaranteed Maximum Price as of the date of execution of this Agreement is three million, six hundred seventy-seven thousand, five hundred dollars (\$3,677,500.00), U.S. Currency.
- B. FEE AND CONTINGENCY:** The Fee and Contingency amounts, if any, are as detailed in the CONTRACTOR'S Proposal in Attachment Form 8-GUARANTEED MAXIMUM PRICE, COST OF WORK, and FEE.
- C. COST OF THE WORK:**

Cost of the Work. The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

1. Construction Costs.

1.1. Labor Costs.

- 1.1.1. Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY'S agreement, at off-site workshops.
- 1.1.2. Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.
- 1.1.3. Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 1.1.4. Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 1.1.1 through 1.1.3 above.

1.2. Subcontract Costs. Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

1.3. Costs of Materials and Equipment Incorporated in the Completed Construction. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4. Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

- 1.4.1. Costs, including transportation, installation, maintenance, dismantling

and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.

- 1.4.2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.
- 1.4.3. Costs of removal of debris from the Site and its proper disposal.
- 1.4.4. Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

1.5. Premiums; Taxes; Fees; Royalties.

- 1.5.1. That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.
- 1.5.2. Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.
- 1.5.3. Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 1.5.4. Fees of testing laboratories for tests required by the Contract Documents or government authorities.
- 1.5.5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.
- 1.5.6. Deposits lost for cause other than CONTRACTOR's negligence.
- 1.6. **Emergencies.** Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Article 12.10-EMERGENCIES of this Agreement.
- 1.7. **Other Costs.** Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

2. Items not Included in Cost of the Work.

- 2.1. Salaries and other compensation of CONTRACTOR's personnel stationed at CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsection 1 above.
- 2.2. Expenses of CONTRACTOR's principal office and offices, other than the Site office.
- 2.3. Overhead and general expenses, except as may be included in subsection 1 above.
- 2.4. The capital expenses of CONTRACTOR, including interest on capital employed for the Work.
- 2.5. Costs that would cause the GMP to be exceeded.

END OF EXHIBIT C

EXHIBIT D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS

- A. The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Table D-1: Allowance Descriptions

Item#	Mandatory Allowance Description	Allowance Amount
1	Excavation to Finalize Transmission Main Location and Material. This allowance item includes materials, labor, equipment, shoring, and all associated work for up to two (2) excavations to finalize location of the existing transmission main and determine pipe material. Contractor should provide unit pricing for up to two (2) exploratory excavation locations.	\$20,000.00
2	Additional Potholing – This includes all materials, labor, and equipment associated with potholes above and beyond the number required to identify existing utility crossings as shown on the plans. An estimated 30 potholes are required per the current alignment to verify utility locations. Contractor should price an additional 10 pothole locations for this allowance amount. Contractor must include all mobilization and demobilization costs associated with potholing at separate times.	\$30,000.00
3	Existing Transmission Main Material – The as-builts for the 24-inch transmission main did not clearly identify the pipe material as either Ductile Iron Pipe or Reinforced Concrete Cylinder Pipe (RCCP). Two connection details have been provided on the Volume 3 plans for this project; one for DIP and another for RCCP. Contractor is directed to assume that the existing 24-inch transmission main is Ductile Iron Pipe. This allowance item is to allow contractor to provide an alternative additional cost if existing main is determined to be RCCP.	\$90,000.00
4	Additional Pavement Restoration – This includes materials, labor, and equipment associated with pavement restoration beyond the limits shown on the plans and required by the City Standards. All pavement restoration must be approved by the City in advance. This item will not be used for additional restoration required due to Contractor errors and lack of protection or care.	\$200,000.00
	Total of Mandatory Allowances:	\$340,000.00
Item#	Voluntary Allowance Description	Allowance Amount

1	500 SF of 20' Deep Soil Stabilization (as needed)	\$150,000.00
	Total of Voluntary Allowances:	\$150,000.00
	Total of Allowances:	\$490,000.00

B. DUTIES OF CONTRACTOR

1. Plan allowance Work collaboratively with the Construction Manager and CITY's Representative to control allowance costs and avoid impacts to the Progress Schedule.
2. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
3. Obtain competitive proposals from material suppliers, including:
 - 3.1. Quantity.
 - 3.2. Complete description of product and services provided under allowance.
 - 3.3. Unit cost.
 - 3.4. Total amount of purchase.
 - 3.5. Taxes and delivery charges.
4. On notification of selection, enter into purchase agreement with designated supplier.
5. Arrange for delivery and unloading.
6. Install products in accordance with Contract Documents.
7. Maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict the total cost incurred for each allowance item.
8. Monitor each allowance item total costs to date and immediately report to the Construction Manager should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Construction Manager.

C. DUTIES OF CONSTRUCTION MANAGER

1. Consult with Contractor and CITY in consideration of equipment or material and suppliers.
2. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
3. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
4. Notify Contractor of final equipment, supplier or system selection to allow Contractor

to begin submittal and procurement.

5. Review cost to date information submitted by the Contractor and prepare Change Orders as required for CITY approval.

D. ADJUSTMENT OF COSTS

1. The Contractor shall not exceed the allowance amounts shown in above table without the written approval of the CITY. Should the Contractor exceed the allowance amounts without the written approval of the CITY, the Contractor will be responsible for all costs greater than the allowance amounts shown in above table.
2. Contractor will be paid the actual total cost of each allowance item as a Cost of the Work. When actual total cost is more or less than amount of allowance, the GMP will be adjusted by Change Order.

END OF EXHIBIT D

EXHIBIT E - HAZARDOUS MATERIALS

A. Certain Definitions.

1. “Hazardous Materials” means any substance:

- 1.1. The presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;
- 1.2. Which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);
- 1.3. Shall include the meaning provided in Section 100 of the Solid Waste Disposal Act (42 USC Section 6903 and/or Section 25117 of the California Health and Safety Code) as amended from time to time, or any other hazardous material, hazardous waste, hazardous substance, pollutant, and/or contaminant with requirements under federal, State of California, or local law, statute, regulation, rule, ordinance, order, action, policy or common law;
- 1.4. Which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;
- 1.5. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;
- 1.6. The presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or
- 1.7. The presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

2. “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

- 2.1. Any tank of 1,100 gallons or less capacity used for storing motor fuel;
- 2.2. Any tank used for storing heating oil for consumption on the premises where stored;
- 2.3. Any septic tank; and any pipes connected to items A.2.1-A.2.3.

3. “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

- 3.1. All requirements, including but not limited to, those pertaining to reporting,

licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

- 3.2. All requirements pertaining to the protection of the health and safety of employees or the public.
4. **“Environmental Damages”** means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:
 - 4.1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;
 - 4.2. Fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and
 - 4.3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph A.4.2.
5. **“Environmental Conditions”** means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

B. Investigation of Site.

1. Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.
2. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans (“Environmental Assessments”) as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions (“Remedial Actions”) required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to

mitigate Environmental Damages.

3. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.
4. The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

C. Remedial Actions.

1. If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.
2. CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.
3. If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

D. Payments: Liability of CONTRACTOR.

1. All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.
2. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.
3. It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall

have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4. CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

E. Environmental Responsibilities of CONTRACTOR.

1. CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.
2. CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.
3. CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

END OF EXHIBIT E-HAZARDOUS MATERIALS

EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

(Form of agreement follows this page)

(Use is optional by CONTRACTOR)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Project: _____)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__
by and between the:

CITY of Roseville, whose address is:
311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree
as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California,
CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW
AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract
for public works entered into between the CITY and CONTRACTOR for the Project in the amount of

_____ dollars

(\$ _____) dated _____, (hereinafter referred to as the "Contract").

Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention
earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW
AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the

time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:

_____, a

BY: _____
DOMINICK CASEY

BY: _____

City Manager

its: _____ and

ATTEST:

BY: _____

BY: _____

CARMEN AVALOS

City Clerk

its: _____

ESCROW AGENT:

BY: _____

its: _____

APPROVED AS TO FORM:

BY: _____

and

MICHELLE SHEIDENBERGER

City Attorney

BY: _____

its: _____

APPROVED AS TO SUBSTANCE:

BY: _____

DENNIS KAUFFMAN

Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT

BY: _____

END OF DOCUMENT-IN LIEU OF SECURITIES ESCROW AGREEMENT

Bond No. _____

Premium \$ _____

EXHIBIT G - BOND FORMS

There are three (3) bond forms that constitute Exhibit G following this index sheet.

1. Performance Bond
2. Labor and Material Bond
3. Warranty Bond

Bond No. _____

Premium \$ _____

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated _____, 20____, is in the penal sum of

_____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____

("Surety") to ensure the Principal's faithful performance of the Design Assist Construction Agreement for the _____ project ("Design Assist

Contract"). This Performance Bond consists of this page and the following Performance Bond

Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no CITY Default, the Surety's obligation under this Performance Bond shall arise after:
 - 3.1 The CITY has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the CITY is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Assist Contract. If the CITY, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Assist Agreement, but such a mutual agreement shall not waive the CITY's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The CITY has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Assist Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.
 - 3.3 The CITY has agreed to pay the Balance of the Total Contract Price to:
 - 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Assist Contract; or
 - 3.3.2 To a contractor selected to perform the Design Assist Contract in accordance with the terms of this Performance Bond and the Design Assist Contract.
4. When the CITY has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:

Bond No. _____

Premium \$ _____

- 4.1 Arrange for the Contractor, with the CITY's consent, such consent to be in the CITY's sole discretion, to perform and complete the Design Assist Contract. If the
 - 4.2 CITY withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
 - 4.3 Undertake to perform and complete the Design Assist Contract itself, through its agents or through independent contractors; or
 - 4.4 Obtain proposals from qualified contractors acceptable to the CITY for a contract for performance and completion of the Design Assist Contract, and, upon determination by the CITY of the best value for the CITY, arrange for a contract to be prepared for execution by the CITY and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Assist Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the CITY the amount of such excess; or
 - 4.5 Waive its right to perform and complete the Design Assist Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the CITY, determine in good faith the amount for which it may then be liable to the CITY under Paragraph 6, below, for the performance and completion of the Design Assist Contract and, as soon as practicable after the amount is determined, tender payment therefor to the CITY with full explanation of the payment's calculation. If the CITY accepts the Surety's tender under this Paragraph 4.4, the CITY may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the CITY disputes the amount of Surety's tender under this Paragraph 4.4, the CITY may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:
- 6.1 The responsibilities of the Seller under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;
 - 6.2 The responsibilities of the Seller under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
 - 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

Bond No. _____

Premium \$ _____

7. The Surety shall not be liable to the CITY or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the CITY or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Total Contract Price: The total amount payable by the CITY to the Contractor pursuant to the terms of the Design Assist Contract after all proper adjustments have been made under the Design Assist Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Assist Contract.
 - 12.2 Design Assist Contract: The documents between the CITY and the Principal identified as the Contract Documents in that certain first above-mentioned Design Assist Construction Agreement, including all changes, Addenda and modifications thereto.
 - 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Assist Contract.
 - 12.4 CITY Default: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Assist Contract or to perform other material terms of the Design Assist Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Bond No. _____

Premium \$ _____

Principal:

Signature:

Name and Title:

Address:

(Corp. Seal)

Surety:

Signature:

Name and Title:

Address:

(Corp. Seal)

Attorney in Fact: _____

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, CITY Attorney

****END OF DOCUMENT – PERFORMANCE BOND****

Bond No. _____

Premium \$ _____

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated _____, 20____, is in the penal sum of _____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Assist Construction Agreement for the _____ project ("Design Assist Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Assist Contract, which is incorporated herein by reference.
2. With respect to the CITY, this obligation shall become null and void if and when the Principal:
 - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Fully defends, indemnifies and holds harmless the CITY from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Assist Contract, provided the CITY has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no CITY Default. Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the CITY, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the CITY, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with

Bond No. _____

Premium \$ _____

substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the CITY, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 above is given by the CITY to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the CITY, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the CITY, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The CITY shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.
11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

Bond No. _____

Premium \$ _____

12. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the CITY or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Assist Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Assist Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

DESIGN ASSIST CONTRACT: The documents between the CITY and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Assist Contract, including all changes, Addenda and modifications thereto.
 - 15.2 CITY DEFAULT: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor as required by the Design Assist Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal:

Signature:

Name and Title:

Address:

(Corp. Seal)

Bond No. _____

Premium \$ _____

Surety:

Signature:

Name and Title:

Address:

(Corp. Seal)

Attorney in Fact: _____

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, CITY Attorney

END OF DOCUMENT – LABOR AND MATERIAL BOND

Bond No. _____

Premium \$ _____

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated _____, 20____, is in the penal sum of _____ for the Design-Assist Construction Agreement for the _____ project, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Assist Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to CITY and in accordance with CITY's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by CITY and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, CITY shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY.

Bond No. _____

Premium \$ _____

4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.
5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal:

Signature:

Name and Title:

Address:

(Corp. Seal)

Bond No. _____

Premium \$ _____

Surety:

Signature:

Name and Title:

Address:

(Corp. Seal)

Attorney in Fact: _____

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, CITY Attorney

END OF DOCUMENT – WARRANTY BOND

EXHIBIT H - COMPLETION TIMES AND LIQUIDATED DAMAGES

Design-Assist Construction of Cirby Way Water Pipeline Repair

A. Project Milestones

Following are scope descriptions for substantial completion of project milestones.

- Milestone 1:** Contractor has met the obligations noted in the agreement with respect to assisting the design process, conducting potholing and utility location activities, providing markups of the plans with pothole data and any field observations to engineers, held any Preliminary Engineering Meetings to evaluate alternatives for design or construction, and developed a detailed work schedule.
- Milestone 2:** Ordered all parts identified by the Contractor or Engineer as having a lead time that has the reasonable potential to effect the critical path schedule, development of traffic control plans, and resolution of site logistics..
- Milestone 3:** Contractor has prepared plans to perform subsurface stabilization using trenchless polymer injection based on the evaluated stabilization limits, depths based on field verification, developed injection sequencing and monitoring protocols, coordinated with the City's geotechnical engineer to align stabilization methods with project requirements, identified potential risks and mitigation measures prior to construction, and completed subsurface stabilization construction work as determined through the evaluations, developed plan, and coordinated with the CITY's geotechnical engineer.
- Milestone 4:** Substantial Completion of Project in accordance with Article 8.13 and CITY has accepted a partial Certificate of substantial completion and punch list. Determination of Substantial Completion is solely at the discretion of the CITY.
- Milestone 5:** Final Completion of Project in accordance with Article 8.14 and CITY has initiated the process of attaining a Notice of Completion. Determination of Final Completion is solely at the discretion of the CITY.

B. Times Allowed for Completion

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, the following table summarizes the scope of work milestones and the contracted completion time. Each milestone shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

Table H-1: Times Allowed for Completion of Each Project Milestone

Contractual Completion Event	Completion Time (Working Days)
Milestone 1 – Design Complete, Permit Applications Complete and Submitted	30
Milestone 2 – Long Lead time Parts Ordered	60
Milestone 3 – Perform Subsurface Stabilization	60
Milestone 4 – Substantial Completion	90
Milestone 5 – Final Completion	190

C. Damages for Delays

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK for the period of time that any portion of the Work remains unfinished after the time fixed in above Table H-1: Times Allowed for Completion of Each Project Milestone, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Table H-2: Daily Liquidated Damages for Non-Completion of Each Project Milestone

Contractual Completion Event	Daily Liquidated Damages
Milestone 1 – Design Complete, Permit Applications Complete and Submitted	
Milestone 2 – Long Leadtime Parts Ordered	
Milestone 3 – Perform Subsurface Stabilization	\$2,000
Milestone 4 – Substantial Completion	\$2,000
Milestone 5 – Final Completion	\$2,500

D. Weather Days

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, an allowance of working days of weather or other caused Excusable Delays noted in the table below are included in the time allowed for completion between physical demobilization and demobilization. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days shall be included in the Contractor's schedule.

Table H-3: Anticipated Rain Days

Month	Expected Rain Delay Days
Jan	6
Feb	7
Mar	6
Apr	3
May	2
Jun	1
Jul	0
Aug	0
Sep	1
Oct	3
Nov	5
Dec	6
Total Annual	40

END OF EXHIBIT H

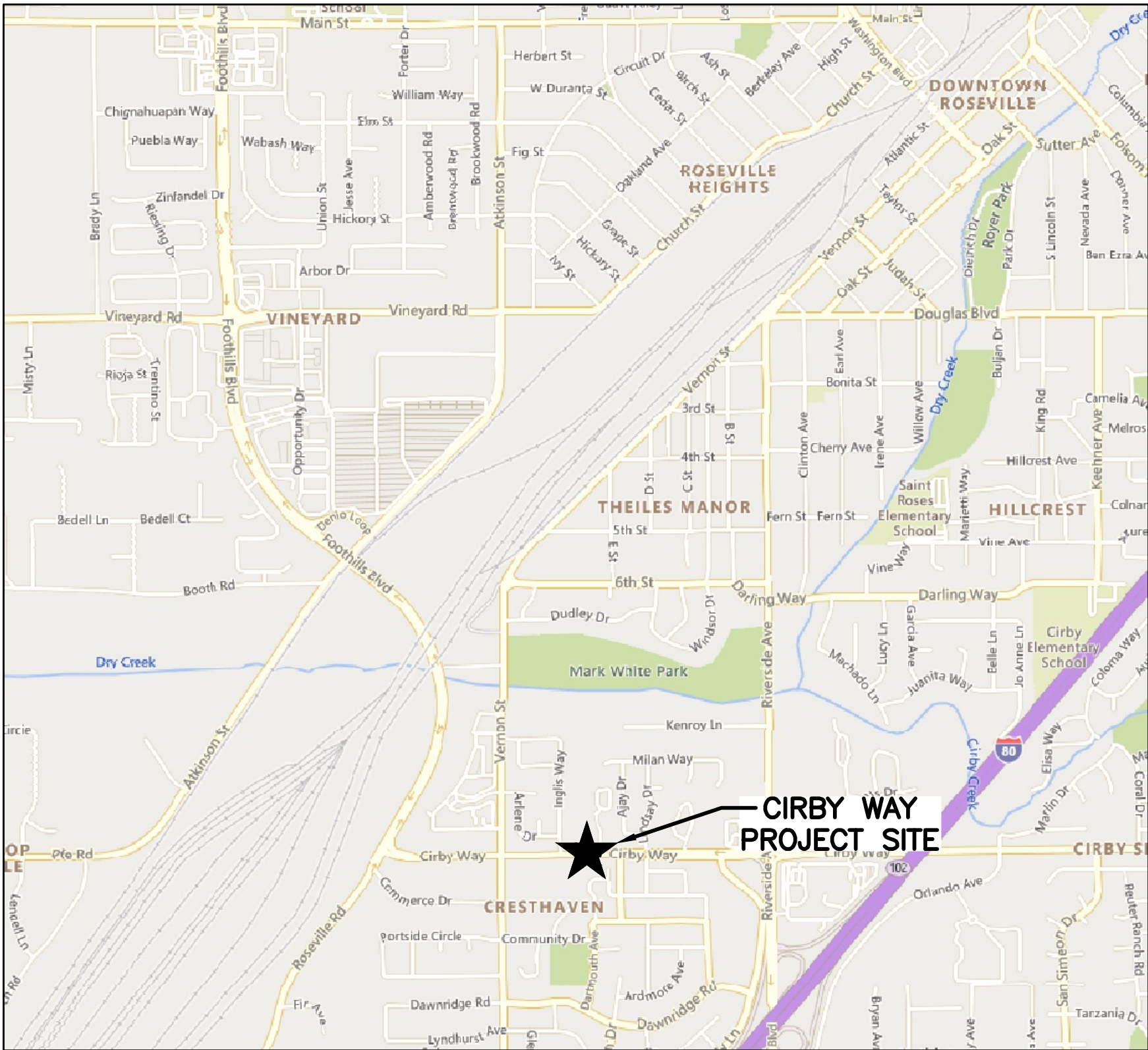


CITY OF ROSEVILLE

VOLUME 3 OF 4 OF CONTRACT DOCUMENTS FOR DESIGN-ASSIST AND CONSTRUCTION OF CIRBY WAY 24-INCH MAIN REPLACEMENT

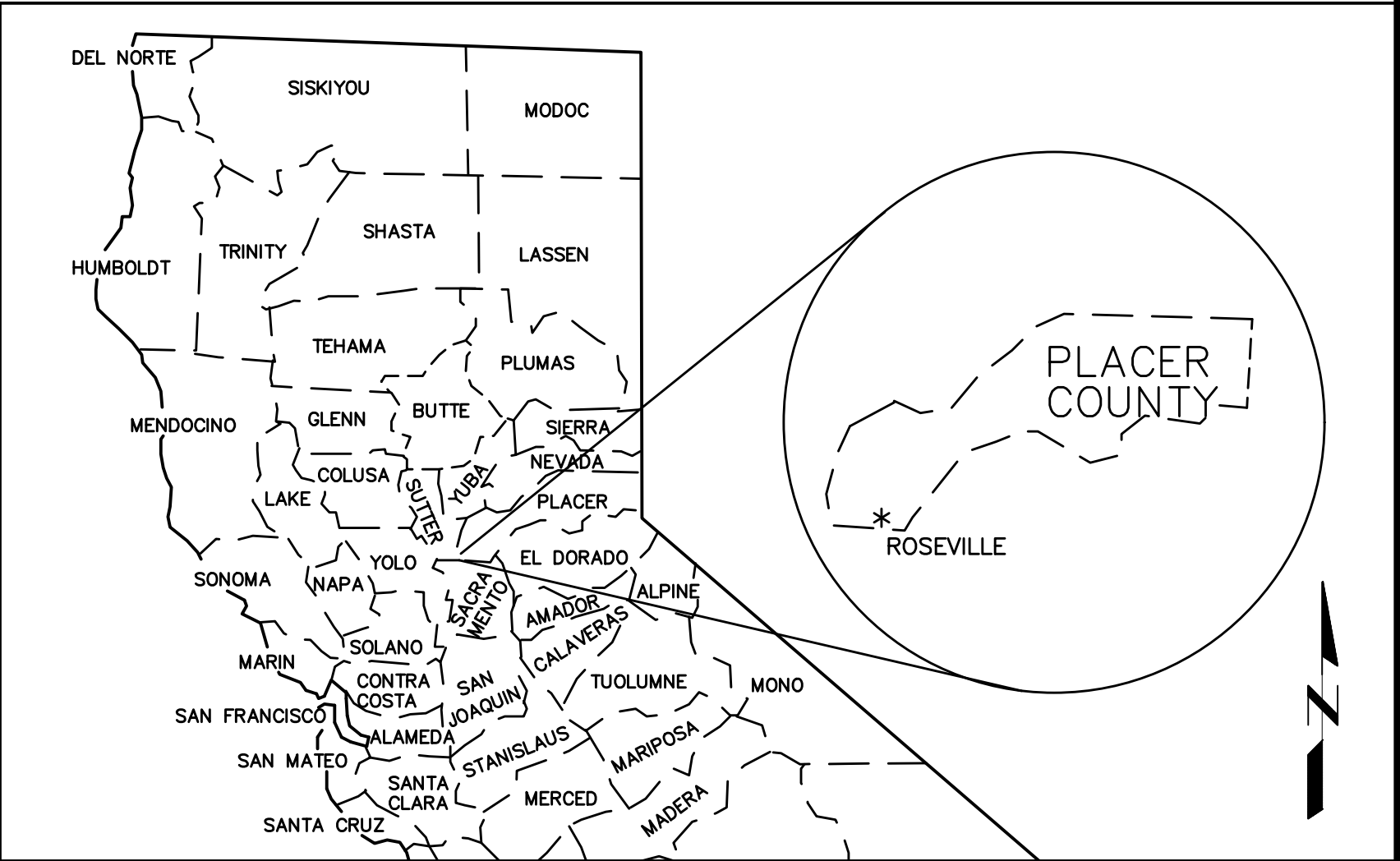
RFP # 08-158

BID SET



LOCATION MAP
NOT TO SCALE

DRAWING INDEX		
SHEET	DRAWING	TITLE
1	G1	COVER SHEET
2	G2	GENERAL NOTES
3	G3	ABBREVIATIONS & SYMBOLOGY
4	G4	TRENCH PAVEMENT RESTORATION
5	G5	ROADWAY REPAIR PLAN
6	C1	PLAN & PROFILE CIRBY WAY
7	C2	PLAN & PROFILE INGLIS & PROMENADE
8	C3	OVERALL SITE PLAN
9	D1	ROSEVILLE STANDARD DETAILS 1
10	D2	ROSEVILLE STANDARD DETAILS 2
11	T1	ROSEVILLE STANDARD DETAILS 3
12	T2	TIE-IN DETAILS 1
13	T2	TIE-IN DETAILS 2



VICINITY MAP
NOT TO SCALE

UTILITY CONTACT INFORMATION			
UTILITY	REPRESENTATIVES		PHONE
U.S.A.	CALL BEFORE YOU DIG		(800) 642-2444
GAS	P.G.&E.	NICHOLAS MORLOCK	(916) 760-5737
ELECTRICITY	ROSEVILLE ELECTRIC	JOSEPH McKINNEY	(916) 774-5691
TELEPHONE	CONSOLIDATED COM.	ANTHONY NOLASCO	(916) 675-6370
WATER	CITY OF ROSEVILLE	ROBERT STREBEL	(916) 774-5753
SEWER	CITY OF ROSEVILLE	DAN PRUDEN	(916) 746-1891
DRAINAGE	DEVELOPMENT SERVICES	ENGINEERING	(916) 774-5339
T.V. CABLE	COMCAST	STEVE ABELIA	(916) 830-6757
FIRE	CITY OF ROSEVILLE	MICHAEL BRADLEY	(916) 774-5802
INSPECTIONS	CITY OF ROSEVILLE	ORVILLE CHATTERTON	(916) 830-6757

CITY OF ROSEVILLE - ENVIRONMENTAL UTILITIES			
APPROVED		DATE:	12/30/2025
GEORGE HANSON, P.E. WATER UTILITY MANAGER CITY OF ROSEVILLE			
APPROVED		DATE:	01/07/2026
MARIO GUADAMUZ, P.E. SENIOR ENGINEER DEPARTMENT OF ENVIRONMENTAL UTILITIES CITY OF ROSEVILLE			
SUBMITTED		DATE:	12/09/2025
DARYL HEEGER, P.E. DOMENICHELLI & ASSOCIATES			



REV	DATE	BY	DESCRIPTION

SCALE:	WARNING
NTS	0 1/2 1
	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED _____ DWH
DRAWN _____ RVL
CHECKED _____ JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

Ph: (916) 933-1997
Fax: (916) 933-4778

CITY OF ROSEVILLE CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747

PHONE: 916-774-5750



CIRBY WAY 24-INCH MAIN REPLACEMENT
COVER SHEET

DWG. NO. G1
SHEET 1 OF 13

20251210.184655 Z:\RSV\RSV-011 CIRBY SINK-HOLE REPAIR\05_BID-DRAWINGS (WORKING)\RSV011-G1.DWG

20251210.182750 Z:\RVS\URS\VL-011 CIRBY SINK-HOLE REPAIR\05_BID-DRAWINGS (WORKING)\RSL\011-G2.DWG

GENERAL:

1. ALL CONSTRUCTION AND MATERIALS MUST CONFORM TO THESE PLANS AND SPECIFICATIONS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING TWO-WEEKS PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
3. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. ANY DAMAGE RESULTING FROM CONSTRUCTION MUST BE REPAIRED TO CURRENT CITY STANDARDS AND AT CONTRACTOR'S EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE CITY'S INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY'S ACCEPTANCE OF THE IMPROVEMENTS.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES.
5. STATIONING HEREON IS ALONG PIPE CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED.
6. SHOULD ANY CULTURAL RESOURCES, SUCH AS STRUCTURAL FEATURES, UNUSUAL AMOUNTS OF BONE OR SHELL, ARTIFACTS, HUMAN REMAINS, OR ARCHITECTURAL REMAINS BE ENCOUNTERED DURING ANY CONSTRUCTION ACTIVITIES, WORK SHALL BE SUSPENDED AND THE CITY SHALL BE NOTIFIED IMMEDIATELY. CONTRACTOR SHALL COMPLY WITH ALL CONTRACT REQUIREMENTS FOR PROTECTION OF CULTURAL AND ARCHITECTURAL RESOURCES.
7. CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL 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 STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. IN THE EVENT OF ANY VIOLATIONS THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL FINES, CITATIONS, PENALTIES AND ALL OTHER JUDGEMENTS THAT SHALL BE IMPOSED.
8. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR MUST REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

UTILITIES:

9. THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
10. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES.
11. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 2 WORKING DAYS, NOT INCLUDING THE DATE OF NOTIFICATION, BUT NOT MORE THAN 14 CALENDAR DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: (800) 642-2444. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
12. PG&E GAS LINES WITHIN THE PROJECT AREA SHALL BE EXPOSED PRIOR TO INSTALLATION OF ANY WATER MAINS AND SERVICES. DEPTHS OF PG&E GAS LINES ARE UNKNOWN. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING LOCATION AND DEPTH PRIOR TO INSTALLATION OF WATER MAINS AND SERVICES. HAND DIGGING IS REQUIRED WHENEVER WITHIN 24-INCHES OF EACH SIDE OF A GAS LINE TO THE DEPTH OF EXCAVATION. CONTRACTOR MUST NOTIFY PG&E REPRESENTATIVE OF GAS CROSSING ACTIVITIES A MINIMUM OF 2-WEEKS IN ADVANCE. PG&E WILL ALLOW BORING METHOD FOR SERVICE INSTALLATION. HOWEVER, ALL PG&E GAS LINES WILL NEED TO BE FULLY EXPOSED TO THE DEPTH OF THE CROSSING. CONTRACTOR SHALL WATCH THE BORE HEAD DURING INSTALLATION (IN BOTH DIRECTIONS). IF THE COATING OF A GAS LINE IS BROKEN OFF OR OTHERWISE DAMAGED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT PG&E TO HAVE THE LINE CHECKED AND RE-WRAPPED. ANY DELAY CAUSED BY THESE EFFORTS WILL BE AT NO COST TO THE CITY.
13. ANY EXCAVATION WITHIN 5 FEET OF EXISTING OVERHEAD UTILITY POLES REQUIRES NOTIFICATION OF ROSEVILLE ELECTRIC AND COORDINATE A MINIMUM OF 2-WEEKS IN ADVANCE OF DOING THE WORK. CONTACT JOSEPH MCKINNEY (916) 774-5691.
14. WHEN WORKING AROUND COMMUNICATION LINES THE CONTRACTOR SHALL FIRST DETERMINE THE OWNER, NOTIFY THEM, AND HAVE THE OWNER PRESENT WHEN WORKING IN THE VICINITY OF THEIR UTILITY. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH REPAIRS OF UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION.

EXCAVATION, TRENCHING, CUTTING, AND BACKFILL:

16. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE TRENCH CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAYING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAYING. THE LIMITS OF PAVEMENT RESTORATION SHALL BE PER THE CITY REQUIREMENTS AND STANDARDS UNLESS OTHERWISE CALLED OUT IN THE PLANS.
17. ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE AND SHALL BE REMOVED TO THE ADJACENT JOINTS.
18. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER. THE PERMIT MUST BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR.
19. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA.

RESTORATION:

20. CONTRACTOR WILL BE RESPONSIBLE FOR PAVEMENT RESTORATIONS ALONG THE TRENCH INCLUDING T-CUT, PAVEMENT TO RESTORE ADDITIONAL DAMAGED PAVEMENT, AND AS NOTED ON DETAIL TB-6/D1 AND PER THE CITY'S CONSTRUCTION STANDARDS.
21. PRIOR TO ROAD RESTORATION CONTRACTOR MUST RE-ESTABLISH A CLEANCUT AC EDGE, A MINIMUM OF 6-INCHES BEYOND DAMAGED AC EDGE. THE LIMITS OF PAVEMENT RESTORATION WILL BE DETERMINED BY THE PROJECT'S INSPECTOR.
22. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED USING TWO-COMPONENT PAINTED TRAFFIC STRIPING MATERIALS WITH GLASS BEADS, IN ACCORDANCE WITH SECTION 84 OF THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND THE CITY OF ROSEVILLE STANDARDS SECTIONS 6, 84, AND 85. TWO-WAY LEFT-TURN LANE BOTTS' DOTS AND RAISED PAVEMENT MARKERS SHALL ALSO BE INSTALLED IN COMPLIANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
23. ALL CONCRETE TO BE USED IN CURBS, DRIVEWAYS, BIKE PATHS AND SIDEWALKS SHALL BE CLASS A (6 SACK) PER CITY STANDARD 71-5 AND SECTION 73-1.02A - CONCRETE CURBS AND SIDEWALKS OF THE CALTRANS STANDARD SPECIFICATIONS.
24. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS, AGENCY WITH JURISDICTION, AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

DDW WAIVER NOTES:

25. THERE ARE NO KNOWN WAIVER LOCATIONS AT THIS TIME. HOWEVER, IF THE CONTRACTOR ENCOUNTERS ANY INSTANCES WHERE A WAIVER IS APPLICABLE, THEY SHALL NOTIFY THE CoR PRIOR TO CROSSING OR PARALLELING THESE LOCATIONS. CROSSINGS AND PARALLEL WAIVER SECTIONS SHALL COMPLY WITH DETAIL W-39/D2.
26. DDW WAIVER LOCATIONS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION SHALL BE IDENTIFIED ON THE PLANS AS FOLLOWS.
27.

CR

 - SEWER AND/OR STORM DRAIN CROSSING IDENTIFIED IN DDW WAIVER. SEE DETAIL W-39 TO CONFIRM REQUIREMENTS FOR NON-POTABLE PIPE CROSSINGS.
28.

PR1

 - SECTION OF PIPELINE DOES NOT MEET MINIMUM HORIZONTAL SPACING REQUIREMENTS FROM EXISTING NON-POTABLE UTILITY. PUSH ON JOINT (POJ) RESTRAINED JOINTS REQUIRED ALONG THIS SECTION OF PIPELINE. SEE DETAIL W-39 TO CONFIRM ALLOWABLE JOINTS.
29.

PR2

 - SECTION OF PIPELINE DOES NOT MEET MINIMUM HORIZONTAL SPACING REQUIREMENTS FROM EXISTING NON-POTABLE UTILITY. MECHANICAL JOINT RESTRAINED JOINTS REQUIRED ALONG THIS SECTION OF PIPELINE. SEE DETAIL W-39 TO CONFIRM ALLOWABLE JOINTS.
30. DDW WAIVER LOCATIONS NOT SHOWN ON PLANS. CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL POTHOLING NECESSARY TO CONFIRM THE HORIZONTAL AND VERTICAL DISTANCES BETWEEN THE NEW WATER PIPELINE AND THE EXISTING STORM DRAIN AND SEWER FACILITIES. POTHOLING DATA COLLECTED BY CONTRACTOR MAY IDENTIFY ADDITIONAL LOCATIONS THAT REQUIRE DDW WAIVER BY NOT MEETING MINIMUM CLEARANCES. ANY DISCREPANCIES BETWEEN CLEARANCES SHOWN ON PLANS AND THOSE IDENTIFIED IN THE FIELD BY THE CONTRACTOR MUST BE IMMEDIATELY REPORTED TO THE ENGINEER. THESE LOCATIONS WILL BE EVALUATED AND MAY REQUIRE ADDITIONAL ENGINEERING DESIGN BEFORE CONSTRUCTION IS AUTHORIZED.
31. CONTRACTOR'S RESPONSIBILITY FOR DOCUMENTING CONSTRUCTION OF ALL LOCATIONS REQUIRING DDW WAIVER (INCLUDING BOTH PREVIOUSLY IDENTIFIED, AND THOSE IDENTIFIED DURING POTHOLING) INCLUDE RECORDING UTILITY CLEARANCE MEASUREMENTS (HORIZONTAL AND VERTICAL) AND TAKING PHOTOGRAPHS DURING CONSTRUCTION. CONTRACTOR MUST NOT BURY ANY DDW WAIVER LOCATION WITHOUT CITY INSPECTION AND APPROVAL. SEE ALSO THE SPECIAL PROVISIONS IN THE SPECIFICATIONS.

CONSTRUCTION WATER:

32. ALL CONSTRUCTION WATER TO BE OBTAINED FROM A LOCATION APPROVED BY THE CITY OF ROSEVILLE. WATER CONVEYANCE TO CONSTRUCTION AREA IS THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR TO OBTAIN AND PAY DEPOSIT FOR CONSTRUCTION WATER METER AND BACKFLOW DEVICE. CONTACT THE CITY OF ROSEVILLE CUSTOMER SERVICES AT 916-774-5750.

PROJECT NOTES:

33. CONTRACTOR MUST DOCUMENT PRE-CONSTRUCTION CONDITIONS AS DETAILED IN TECHNICAL SPECIFICATION SECTION 020070 - CONSTRUCTION PHOTOGRAPHY.
34. CONTRACTOR MUST DETERMINE FINAL AREAS OF EXCAVATION REQUIRED TO CONSTRUCT THE WORK. ALL AREAS OF EXCAVATION MUST BE RESTORED AS PART OF THE CONTRACT WORK.
35. BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 8-MIL POLYETHYLENE TAPE OR APPROVED EQUAL. TRACING WIRE IS REQUIRED TO BE INSTALLED ON ALL NEW MAINS AND SERVICE LINES. SEE CITY OF ROSEVILLE SECTION 81 FOR ADDITIONAL REQUIREMENTS.
36. CONTRACTOR IS REQUIRED TO SUBMIT A FLUSHING, PRESSURE TEST, AND DISINFECTION PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER.
37. ALL EXISTING SERVICES SHALL REUSE THE EXISTING METER AND METER BOX. CONTRACTOR TO IDENTIFY AND BRING TO INSPECTOR'S ATTENTION ANY EXISTING EQUIPMENT THAT IS BROKEN OR CANNOT BE REUSED.
38. EXISTING MAINS MUST REMAIN IN SERVICE UNTIL THE NEW MAIN IS MADE READY FOR TIE-IN. DURING THE TIE-IN NO MORE THAN TWO (2) FIRE HYDRANTS SHALL BE OFFLINE DURING A SINGLE SHUTDOWN.
39. BOTH THE EXISTING AND THE NEW WATER FACILITIES SHALL BE KEPT ACTIVE UNTIL ALL SERVICES ARE CROSSED OVER TO THE NEW FACILITIES AND THE SYSTEM IS ACCEPTED BY THE CITY. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS AND WORK ASSOCIATED WITH TEMPORARY FACILITIES NECESSARY PRIOR TO FINAL ABANDONMENT OF THE EXISTING FACILITIES.
40. DISTRIBUTION PIPE AND CONNECTING MAINS SHALL BE DUCTILE IRON PIPE (POLYETHYLENE ENCASED) IN ACCORDANCE WITH CITY STANDARDS, TECHNICAL PROVISIONS, AND THE DRAWINGS. THE PIPE SHALL BE RESTRAINED PER CITY STANDARDS AND DDW REQUIREMENTS. ALL MECHANICAL JOINTS SHALL BE OF THE RESTRAINED TYPE USING EBAA IRON, OR STAR, OR EQUAL.
41. THE MAXIMUM DEFLECTION AT ANY JOINT SHALL NOT EXCEED 75% OF THE MANUFACTURER'S ALLOWED DEFLECTION.
42. ABANDON EXISTING PIPELINE BY CUTTING AND CAPPING ENDS AS SHOWN ON PLANS PER CITY STANDARDS. VALVES SHALL BE ABANDONED BY REMOVING OPERATING NUT, VALVE BOX, AND RISER TO BE CUT AT LEAST 24" BELOW GRADE AND BACKFILLED PER CITY STANDARDS. BACKFILL ABANDONED VALVE LOCATIONS WITH CLASS 2 AB COMPACTED TO 95% IN PAVED AND HARDSCAPE AREAS TO SUBGRADE, OR FILLED WITH NATIVE AND TOPSOIL IN UNPAVED OR NON HARDSCAPED AREAS TO FINISHED GRADE.
43. PROJECT DISTURBANCE HAS BEEN CALCULATED TO BE LESS THAN 1 ACRE AND THEREFORE DOES NOT REQUIRE COVERAGE UNDER THE GENERAL PERMIT FOR DISCHARGES OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY (CONSTRUCTION GENERAL PERMIT 2009-009-DWQ). IN THE EVENT A STAGING AREA OR ANY OTHER CONTRACTOR ACTIVITY CAUSES THE PROJECT AREA TO EXCEED THE 1 ACRE LIMIT, IT IS THE CONTRACTOR'S RESPONSIBILITY FOR COMPLYING WITH THE CONSTRUCTION GENERAL PERMIT INCLUDING SWPPP IMPLEMENTATION, COMPLIANCE, MONITORING AND REPORTING. ANY VIOLATIONS AND FINES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PAY AND BRING INTO COMPLIANCE.
44. THRUST BLOCKS SHALL ONLY BE USED WHERE SPECIFICALLY SHOWN ON PLAN/PROFILE SHEETS AND/OR STANDARD DETAIL SHEETS. ALL FITTINGS AND APPURTENANCES SHALL MAINTAIN A MINIMUM OF 18 FEET OF RESTRAINED PIPE INTO THE FITTING FROM ALL DIRECTIONS.
45. EXISTING UTILITY BACKFILL - CONTRACTOR IS MADE AWARE THAT EXISTING UTILITIES IN THE PROJECT AREA HAVE BEEN BACKFILLED WITH VARIOUS TYPES OF BACKFILL OF UNKNOWN STRENGTH. ALL BACKFILL MATERIALS ARE CONSIDERED DIGGABLE, HOWEVER THE CONTRACTOR MUST ANTICIPATE THAT UTILITY CROSSINGS WILL INCLUDE EXCAVATION THROUGH 2-SACK CONCRETE SLURRY BACKFILL MATERIAL WHICH WILL REQUIRE ADDITIONAL EFFORT.

SYMBOLS

EXISTING		NEW	
	GAS LINE		WATER LINE
	SEWER LINE		PROPOSED STORM DRAIN LINE (BY OTHERS)
	STORM DRAIN LINE		COMMUNICATIONS/FIBER (BY OTHERS)
	ABANDONED STORM DRAIN LINE		PUBLIC UTILITY EASEMENT
	WATER LINE		WATER METER
	ELECTRICAL		GATE VALVE
	COMMUNICATIONS/FIBER		BUTTERFLY VALVE
	EDGE OF PAVEMENT		FIRE HYDRANT
	PARCEL LINE/ RIGHT-OF-WAY		BLOW OFF
	PUBLIC UTILITY EASEMENTS		AIR VACUUM RELEASE VALVE
	VEGETATION/BRUSH		CAP (CUT AND CAP END)
	WATER METER		ABANDON PIPELINE
	WATER VALVE		IN TRACT LINE
	FIRE DEPARTMENT CONNECTION		TEST STATION
	FIRE HYDRANT		METER BOX, NO METER
	BLOW OFF		OBJECTS TO BE DEMOLISHED
	POWER POLE		ANODE
	POLE		
	ELECTRICAL BOX		
	ELECTRICAL / COMMUNICATION MANHOLE		
	GAS VALVE		
	SANITARY SEWER CLEAN OUT		
	SURVEY MONUMENT		
	SANITARY SEWER MANHOLE		
	STORM DRAIN MANHOLE		
	STORM DRAIN INLET		
	STREETLIGHT		
	UTILITY/LIGHT POLE		
	TRAFFIC SIGNAL		
	BLOW OFF		

ABBREVIATIONS

AB -	AGGREGATE BASE	MJ -	MECHANICAL JOINT
ABAN -	ABANDON	(N) -	NEW
AC -	ASPHALT CONCRETE OR ASBESTOS CEMENT PIPE	NIC -	NOT IN CONTRACT
A.T.S.-	ANODE TEST STATION	NO. -	NUMBER
BF, BFV-	BUTTERFLY VALVE	PCL -	PIPELINE CENTERLINE
BFP -	BACKFLOW PREVENTER	PE -	PLAIN END
C&G -	CURB AND GUTTER	PL -	PROPERTY LINE
CL -	CENTERLINE / CLASS	POJ -	PUSH ON JOINT
CMP -	CORRUGATED METAL PIPE	PP -	POWER POLE
COM -	COMMUNICATIONS	PUE -	PUBLIC UTILITY EASEMENT
CONC -	CONCENTRIC, CONCRETE	PW -	POTABLE WATER
CoR -	CITY OF ROSEVILLE	PVC -	POLY VINYL CHLORIDE
DI -	DRAIN INLET	R -	RADIUS
DIP -	DUCTILE IRON PIPE	RD -	ROAD
DWG -	DRAWING	RIM -	RIM ELEVATION
DWY -	DRIVEWAY	SD -	STORM DRAIN
EL -	ELEVATION	SDMH -	STORM DRAIN MANHOLE
ELEC -	ELECTRIC, ELECTRICIAN	SSMH -	SEWER MANHOLE
EOP -	EDGE OF PAVEMENT	STL -	STEEL
(E)/EXIST/EX-	EXISTING	SVC -	WATER SERVICE
FH -	FIRE HYDRANT	TC -	TOP OF CURB
FL -	FLOWLINE	TCMP -	TOP OF CORRUGATED METAL PIPE
FLG -	FLANGE	TYP -	TYPICAL
FV -	FIELD VERIFY	UE-	UNDERGROUND ELECTRICAL
GB -	GRADE BREAK	UG-	UNDERGROUND GAS
GV -	GATE VALVE	UNK-	UNKNOWN
HDC -	HIGH DEFLECTION COUPLING	UT-	UNDERGROUND TELEPHONE/FIBER
IE -	INVERT ELEVATION	W -	WATER MAIN
INV -	INVERT	W/-	WITH
M -	METER	WS -	WATER SERVICE
MAX -	MAXIMUM	WSC -	WELDED STEEL CONDUIT
MIN -	MINIMUM	WV -	WATER VALVE

REV	DATE	BY	DESCRIPTION	SCALE:	WARNING	DESIGNED	DRAWN	CHECKED	DOMENICHELLI & ASSOCIATES 5180 Golden Foothill Parkway Ste. 220 El Dorado Hills, CA 95762 Ph: (916) 933-1997 Fax: (916) 933-4778	CITY OF ROSEVILLE CALIFORNIA 2005 HILLTOP CIRCLE ROSEVILLE, CA 95747 PHONE: 916-774-5750	12/09/2025	REGISTERED PROFESSIONAL ENGINEER DAVID W. HECHT No. C 62011 CIVIL STATE OF CALIFORNIA	CIRBY WAY 24-INCH MAIN REPLACEMENT		DWG. NO.
													G2		
													SHEET		
													2		
GENERAL NOTES										OF 13					

Z:\RSV\URSVL-011 CIRBY SINK-HOLE REPAIR\05_BID-DRAWINGS (WORKING)\RSV\011-G2.DWG
20251210.182750

SURVEY:

44. GROUND SURVEY PROVIDED BY PSOMAS 11661 BLOCKER DRIVE, SUITE 200 AUBURN, CA. 95603 (800) 400-7072.
45. THE CAD FILES FOR THIS PLAN SET UTILIZE:
HORIZONTAL DATUM:
CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE II
NAD83(2017.5) CA HPGN
VERTICAL DATUM:
NAVD88 BASED ON ROSEVILLE BM #41 EL: 170.88
46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE. ANY MARKER OR MONUMENT WHICH IS DISTURBED BY THE CONTRACTOR SHALL BE SURVEYED AND RESET BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.

TRAFFIC CONTROL NOTES:

47. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY THE CITY BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CA MUTCD WITH ALL APPLICABLE CALIFORNIA SUPPLEMENTS & AMENDMENTS.
48. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS OR APPROVED IN WRITING FROM THE CITY REPRESENTATIVE.
49. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY CITY INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
50. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY AND/OR REQUIRED TO PROVIDE FOR SAFETY. CIRBY WAY IS CONSIDERED A MAJOR ROAD AND WILL REQUIRE ADDITIONAL TRAFFIC CONTROL MEASURES SUCH AS CHANGEABLE MESSAGE SIGNS.

CORROSION PROTECTION SYSTEM NOTES:

51. CORROSION PROTECTION MEASURES MUST BE INCLUDED WITH THE CONSTRUCTION PER THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS SECTION 81-DOMESTIC WATER SUPPLY SYSTEM CONSTRUCTION.
52. APPROXIMATE LOCATIONS OF TEST STATIONS ARE INCLUDED ON THE PLANS. TEST STATION LOCATIONS ARE TO BE COORDINATED WITH THE CITY INSPECTOR.
53. CORROSION PROTECTION SYSTEM TESTING – AT THE COMPLETION OF THE PIPE INSTALLATION AND PRIOR TO FINAL TIE-IN. THE CONTRACTOR SHALL PROVIDE A THIRD-PARTY CORROSION PROTECTION CONSULTANT TO CONDUCT A TEST OF THE CORROSION MONITORING SYSTEM IN THE PRESENCE OF THE CONSTRUCTION INSPECTOR. A REPORT SHOWING THE TEST RESULTS SHALL BE SUBMITTED TO THE ENVIRONMENTAL UTILITIES DEPARTMENT FOR REVIEW AND APPROVAL. THE REPORT SHALL INCLUDE TEST STATION LOCATION AS CALLED OUT ON THE APPROVED PLANS, APPURTENANCE TESTED, TEST RESULT, AND RECOMMENDATIONS FOR FUTURE MONITORING AND MAINTENANCE.

GENERAL BMP NOTES (FOR CONSTRUCTION ACTIVITIES LESS THAN ONE ACRE):

53. EROSION AND SEDIMENT CONTROL: CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs) TO MINIMIZE EROSION AND PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE. BMPs MAY INCLUDE, BUT ARE NOT LIMITED TO, SILT FENCES, STRAW WATTLES, GRAVEL BAGS, AND STABILIZED CONSTRUCTION ENTRANCES.
54. MATERIAL STORAGE AND HANDLING: ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A MANNER THAT PREVENTS CONTACT WITH STORMWATER. MATERIALS SUSCEPTIBLE TO EROSION OR LEACHING SHALL BE COVERED AND PROTECTED FROM WIND AND RAIN.
55. CONCRETE AND WASTE MANAGEMENT: CONCRETE WASHOUT SHALL BE PERFORMED IN A DESIGNATED, CONTAINED AREA AWAY FROM STORM DRAINS OR WATERCOURSES. WASTE MATERIALS, INCLUDING CONSTRUCTION DEBRIS, SHALL BE PROPERLY DISPOSED OF OFFSITE OR IN DESIGNATED CONTAINERS.
56. DUST CONTROL: CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES, SUCH AS PERIODIC WATERING OR USE OF SOIL BINDERS, TO PREVENT AIRBORNE DUST DURING DRY OR WINDY CONDITIONS.
57. SPILL PREVENTION: THE CONTRACTOR SHALL MAINTAIN SPILL CONTROL MATERIALS ONSITE AT ALL TIMES AND IMMEDIATELY CLEAN UP ANY SPILLS OF HAZARDOUS MATERIALS. EQUIPMENT SHALL BE MAINTAINED TO PREVENT OIL, FUEL, OR HYDRAULIC LEAKS.
58. STORMWATER INLET PROTECTION: IF STORM DRAINS ARE PRESENT WITHIN OR ADJACENT TO THE PROJECT AREA, THE CONTRACTOR SHALL INSTALL INLET PROTECTION (E.G., GRAVEL BAGS, FILTER FABRIC) TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING THE STORM DRAIN SYSTEM.
59. SITE HOUSEKEEPING: THE CONTRACTOR SHALL KEEP THE SITE CLEAN AND FREE OF DEBRIS AT ALL TIMES. LOOSE TRASH, PACKAGING, AND CONSTRUCTION DEBRIS SHALL BE COLLECTED DAILY AND REMOVED FROM THE SITE REGULARLY.
60. RESTORATION OF DISTURBED AREAS: ALL DISTURBED AREAS SHALL BE STABILIZED WITH MULCH, EROSION CONTROL BLANKETS, HYDROSEED, OR SIMILAR METHODS AS SOON AS POSSIBLE FOLLOWING GRADING OR EXCAVATION ACTIVITIES.

REV	DATE	BY	DESCRIPTION

SCALE:
NTS

WARNING

0

1/2

1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED ____DWH
DRAWN ____RVL
CHECKED ____JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

Ph: (916) 933-1997
Fax: (916) 933-4778

CITY OF ROSEVILLE CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750

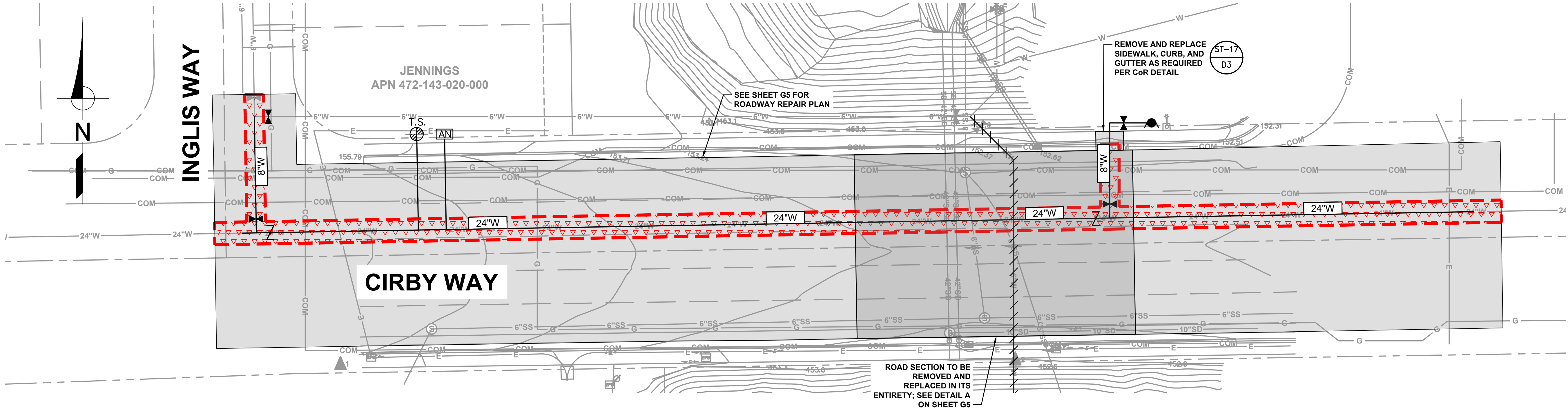
12/09/2025



CIRBY WAY 24-INCH MAIN REPLACEMENT
ABBREVIATIONS & SYMBOLOGY

DWG. NO. G3
SHEET 3 OF 13

20251119_130517 Z:\RSL\RSVL-011 CIRBY SINKHOLE REPAIR05_BID-DRAWINGS (WORKING)\EXH - PAVEMENT.DWG



PAVEMENT RESTORATION AREA	
TYPE	SQFT
T-CUT	4,140
PAVEMENT REPLACEMENT	6,620
SLURRY SEAL	31,300

LEGEND

PROPOSED LIMITS OF T-CUT PAVEMENT RESTORATION

PROPOSED DOMESTIC WATER

EXISTING DOMESTIC WATER (TO BE ABANDONED)

PROPOSED GATE VALVE

PROPOSED BUTTERFLY VALVE

PROPOSED FIRE HYDRANT

- NOTE
- NOT ALL SYMBOLS OR LINETYPES MAY BE USED FOR EXHIBIT
 - FINAL ROAD RESTORATION LIMITS AND TYPE SHALL BE PER CITY OF ROSEVILLE PUBLIC WORKS SELECTION.

REV	DATE	BY	DESCRIPTION

SCALE:

HORIZ 1" = 20'

WARNING
0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED DWH
DRAWN RVL
CHECKED JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

Ph: (916) 933-1997
Fax: (916) 933-4778

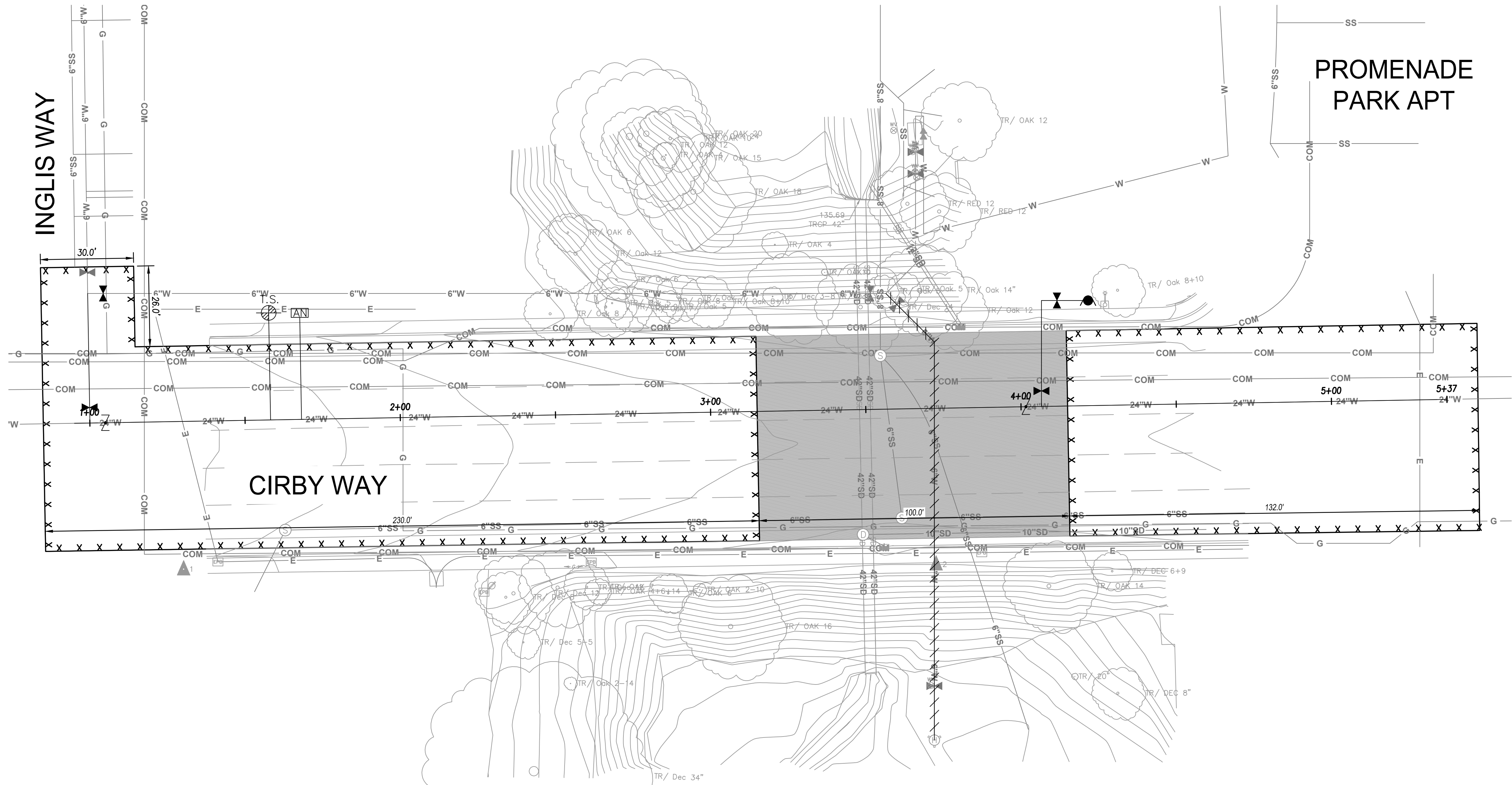
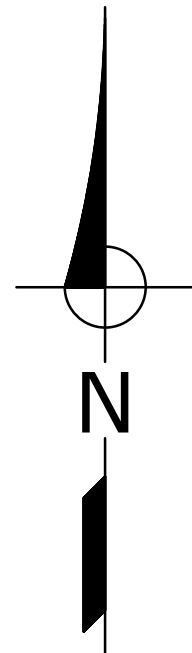
CITY OF ROSEVILLE
CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747
PHONE: 916-774-5750

12/09/2025

CIRBY WAY 24-INCH MAIN REPLACEMENT	DWG. NO. G4
TRENCH PAVEMENT RESTORATION	SHEET 4 OF 13

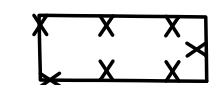
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20251203 135300

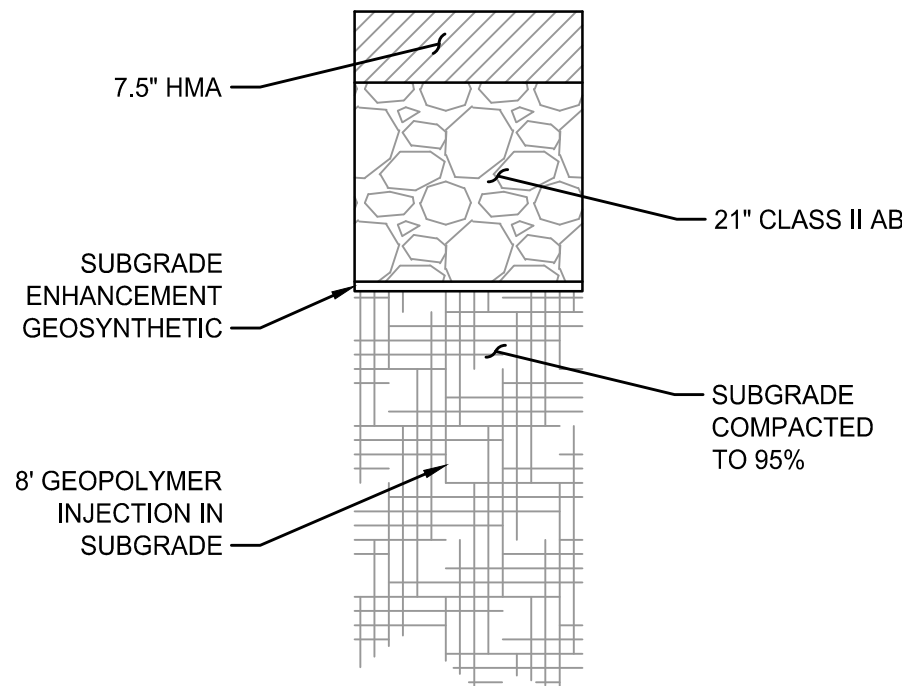


NOTES:

- CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE DAMAGED PUBLIC IMPROVEMENTS AT THEIR OWN EXPENSE.
- CONTRACTOR TO REPLACE IMPACTED STRIPING IN KIND.
- CONTRACTOR TO MAINTAIN EXISTING CENTERLINE, PAVEMENT ELEVATIONS, AND DRAINAGE PATTERNS. CONTRACTOR SHALL BE RESPONSIBLE FOR TOPOGRAPHIC SURVEY PRIOR TO AND FOLLOWING CONSTRUCTION TO VERIFY.
- SLURRY TO EXTEND TO LIMITS OF TRENCH REPAIR ON CIRBY WAY.

LEGEND:

-  SLURRY SEAL
-  ROADWAY REPAIR SECTION (SEE DETAIL A THIS SHEET)



ROADWAY REPAIR SECTION
NTS



REV	DATE	BY	DESCRIPTION

SCALE:
HORIZ 1" = 20'

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED MDR
DRAWN MDR
CHECKED CDA

BEN EN

1082 SUNRISE AVENUE #100
ROSEVILLE, CA 95661

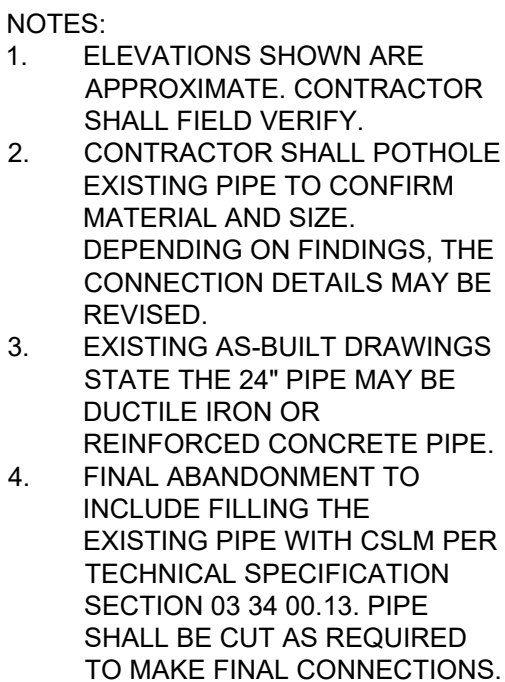
Ph: (916) 783-4100

CITY OF
ROSEVILLE
CALIFORNIA

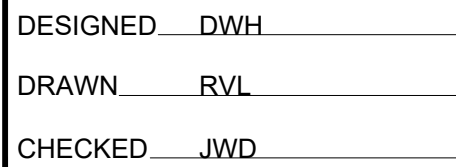
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750



CIRBY WAY 24-INCH MAIN REPLACEMENT	DWG. NO. G5
ROADWAY REPAIR PLAN	SHEET 5 OF 13



SCALE:
HORIZ 1" = 20'
VERT 1" = 4'



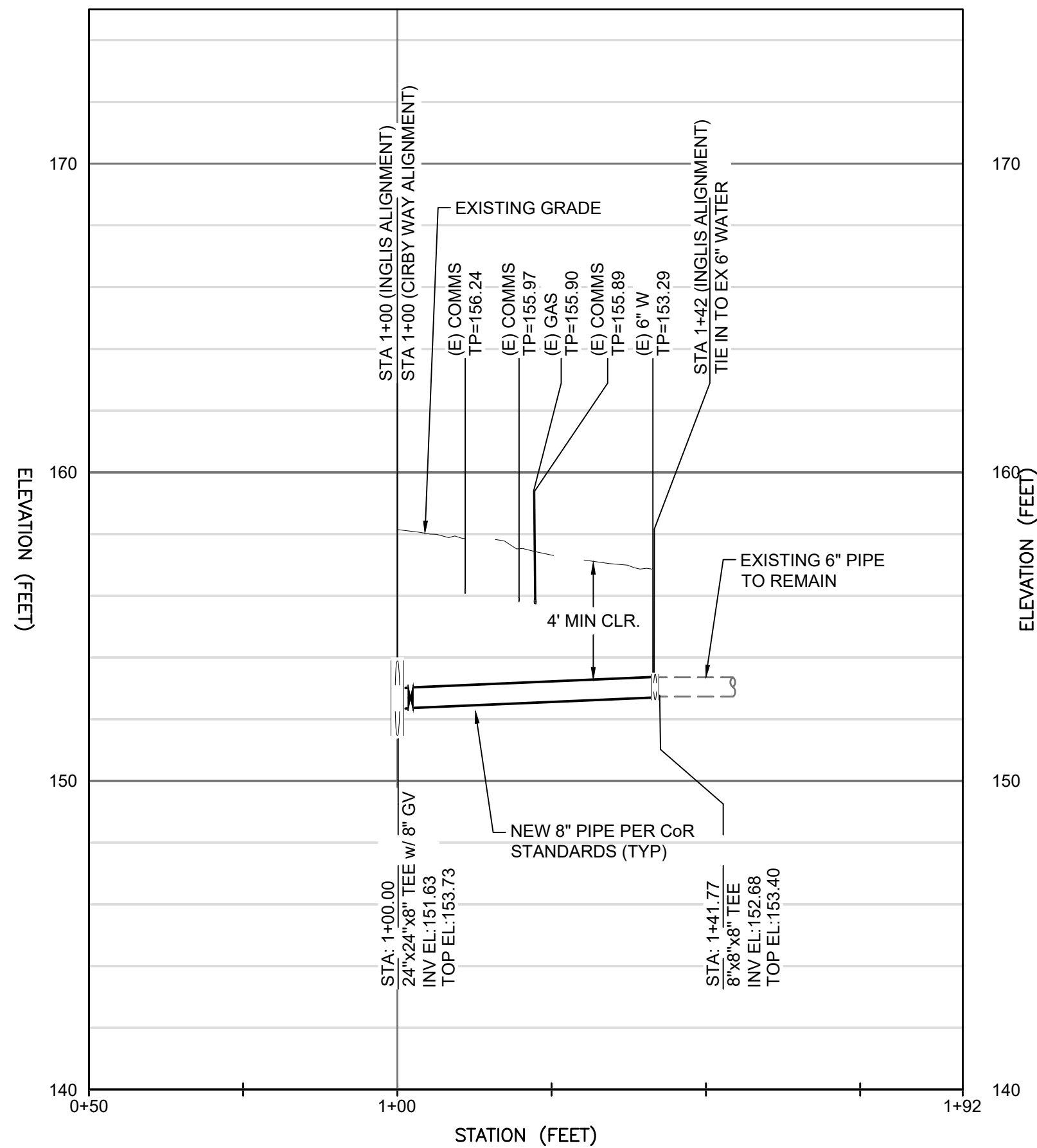
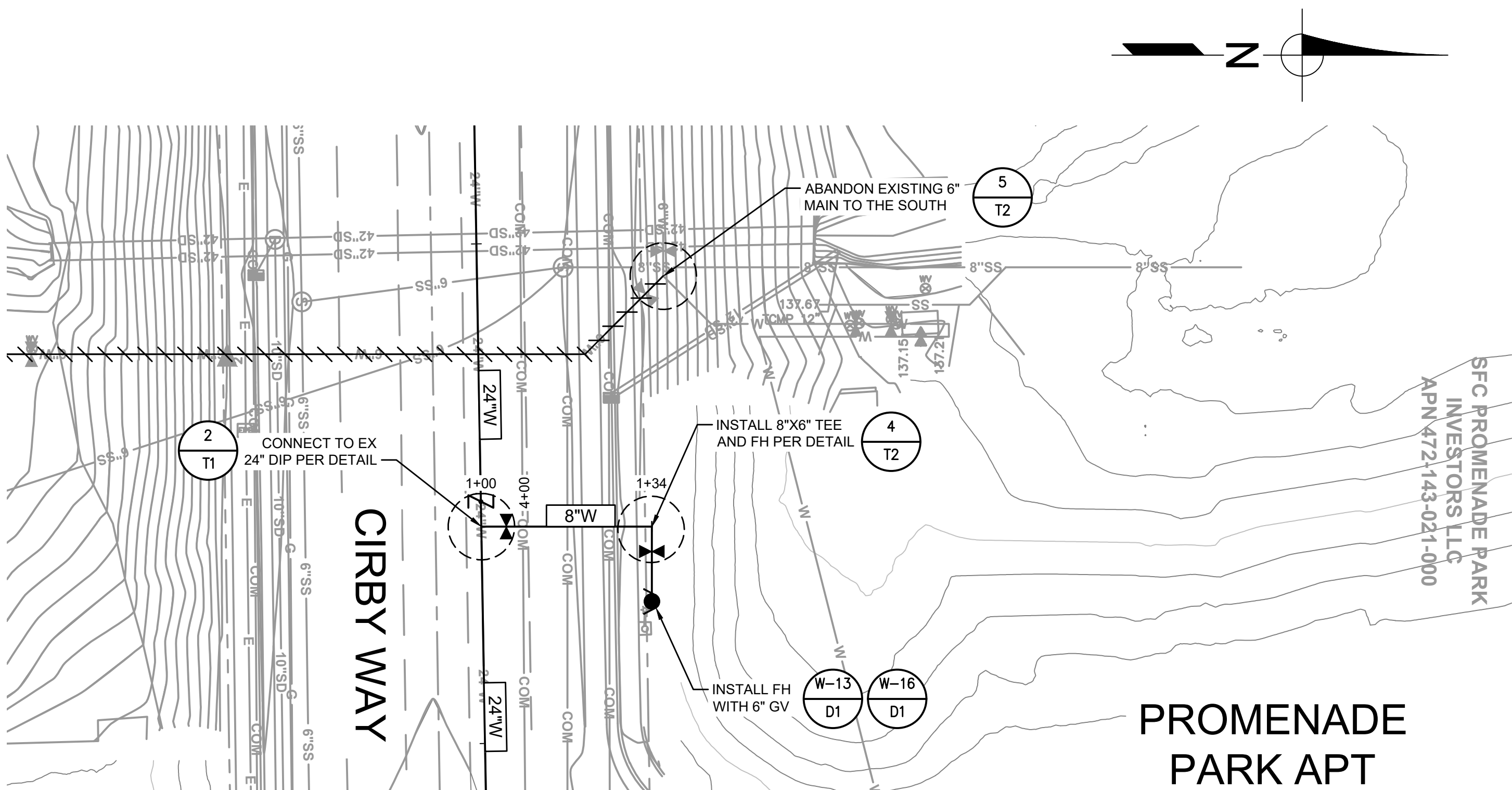
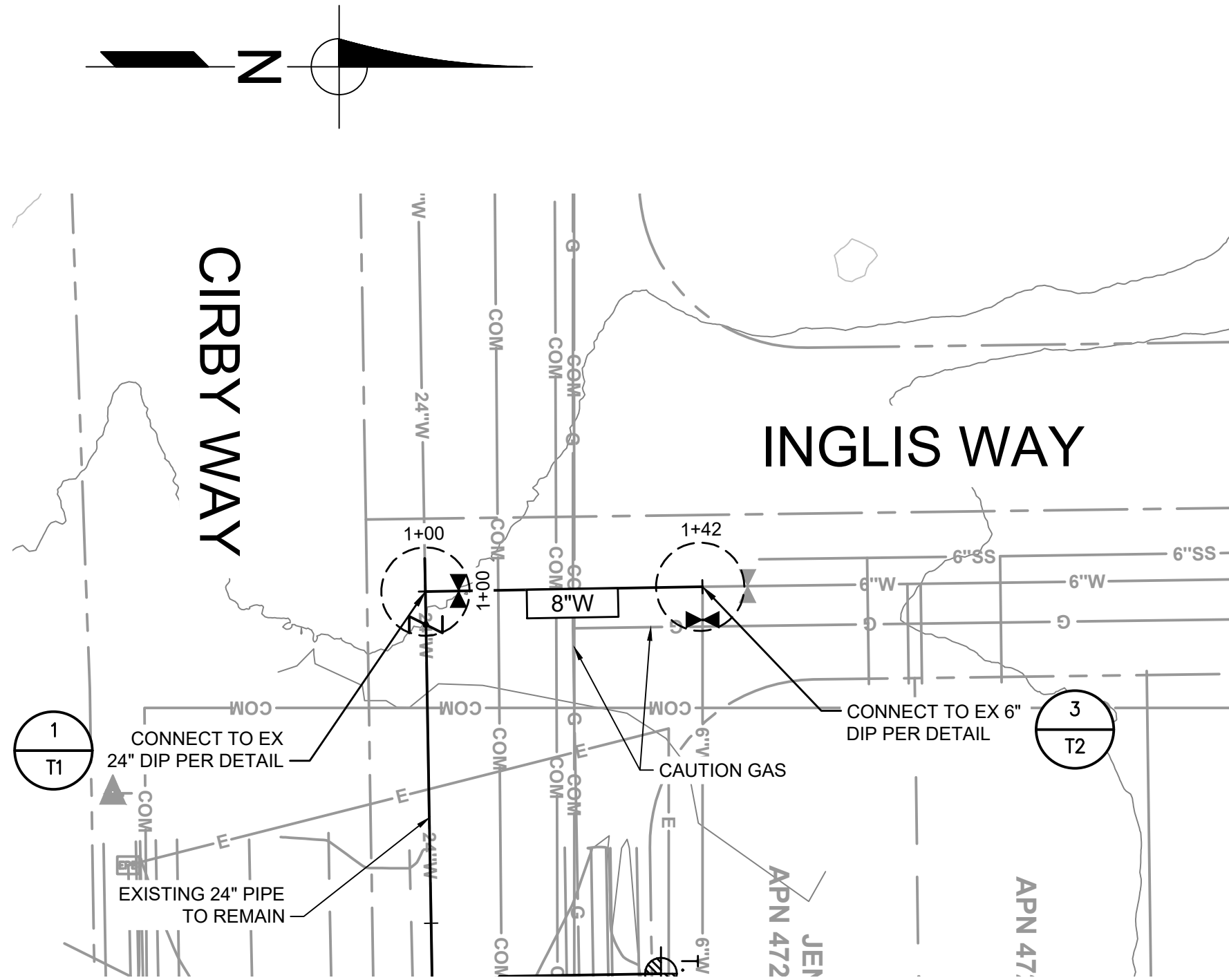
5180 Golden Foothill Parkway Ste. 220 Ph: (916) 933-1997
El Dorado Hills, CA 95762 Fax: (916) 933-4778

12/09/2025

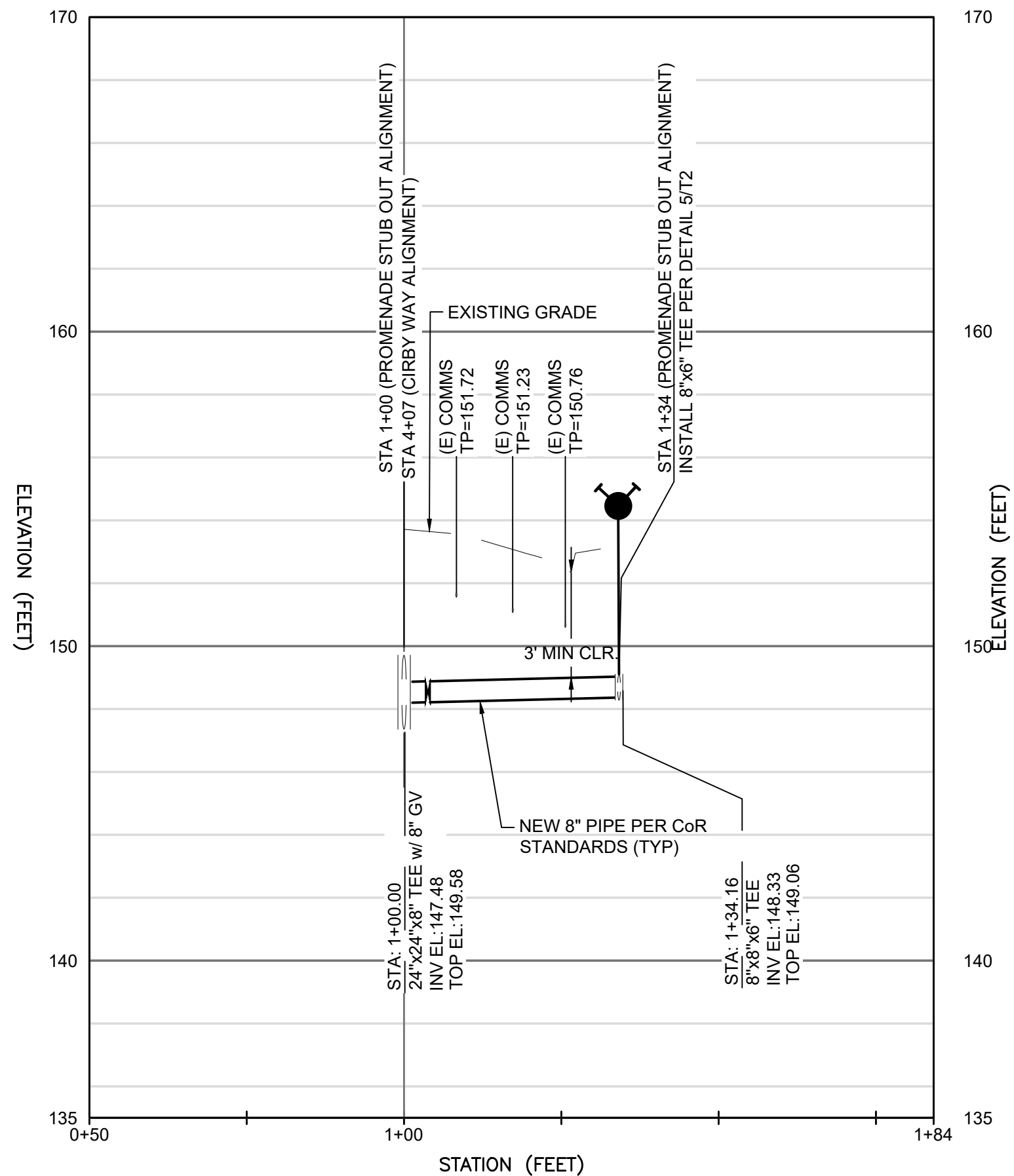


OF 13

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- NOTES:
- ELEVATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY.
 - CONTRACTOR SHALL POTHOLE EXISTING PIPE TO CONFIRM MATERIAL AND SIZE. DEPENDING ON FINDINGS, THE CONNECTION DETAILS MAY BE REVISED.
 - EXISTING AS-BUILT DRAWINGS STATE THE 24" PIPE MAY BE DUCTILE IRON OR REINFORCED CONCRETE PIPE.



REV	DATE	BY	DESCRIPTION

SCALE:
HORIZ 1" = 20'
VERT 1" = 4'

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED DWH
DRAWN RVL
CHECKED JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762
Ph: (916) 933-1997
Fax: (916) 933-4778

CITY OF
ROSEVILLE
CALIFORNIA
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747
PHONE: 916-774-5750

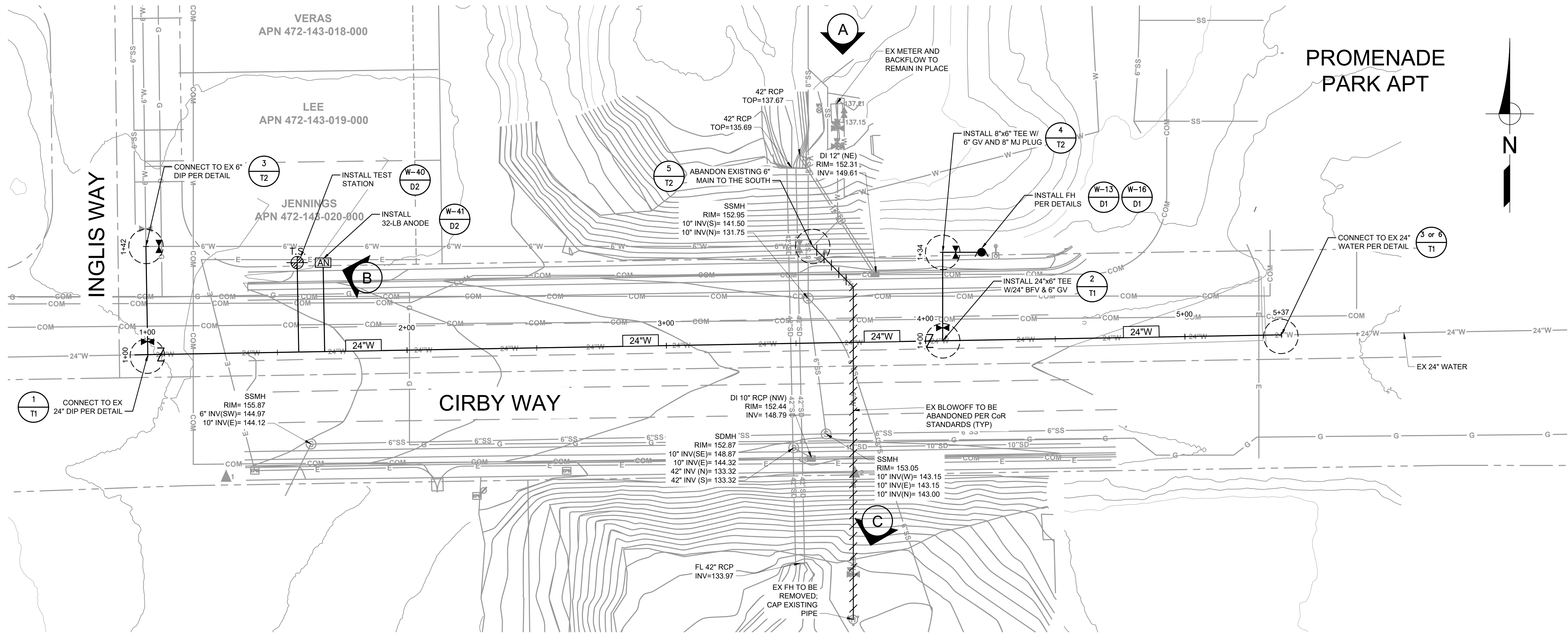
12/09/2025



CIRBY WAY 24-INCH MAIN REPLACEMENT
PLAN & PROFILE INGLIS & PROMENADE

DWG. NO.
C2
SHEET
7
OF 13

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20251210.184951



SITE PICTURE: EX METER & BACKFLOW TO REMAIN

DETAIL $\frac{A}{-}$



SITE PICTURE: PROPOSED TEST STATION LOCATION

DETAIL $\frac{B}{-}$



SITE PICTURE: EXISTING BLOWOFF TO BE ABANDONED

DETAIL $\frac{C}{-}$

- NOTES:
- ELEVATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY.
 - CONTRACTOR SHALL POT-HOLE EXISTING PIPE TO CONFIRM MATERIAL AND SIZE. DEPENDING ON FINDINGS, THE CONNECTION DETAILS MAY BE REVISED.
 - EXISTING AS-BUILT DRAWINGS STATE THE 24" PIPE MAY BE DUCTILE IRON OR REINFORCED CONCRETE CYLINDER PIPE.

REV	DATE	BY	DESCRIPTION

SCALE:
HORIZ 1" = 20'
VERT 1" = 4'

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED DWH
DRAWN RVL
CHECKED JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220 Ph: (916) 933-1997
El Dorado Hills, CA 95762 Fax: (916) 933-4778

CITY OF
ROSEVILLE
CALIFORNIA
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750

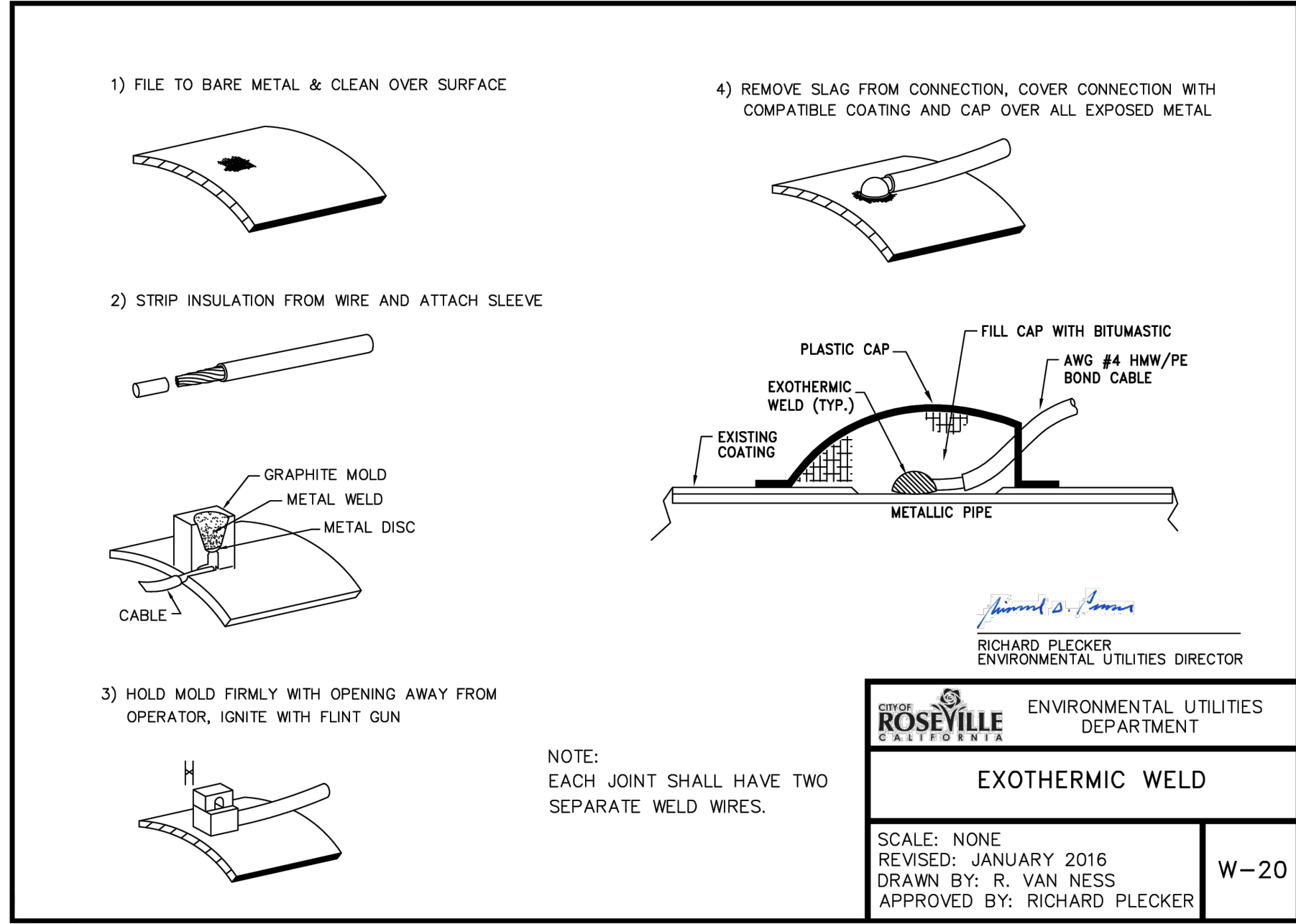
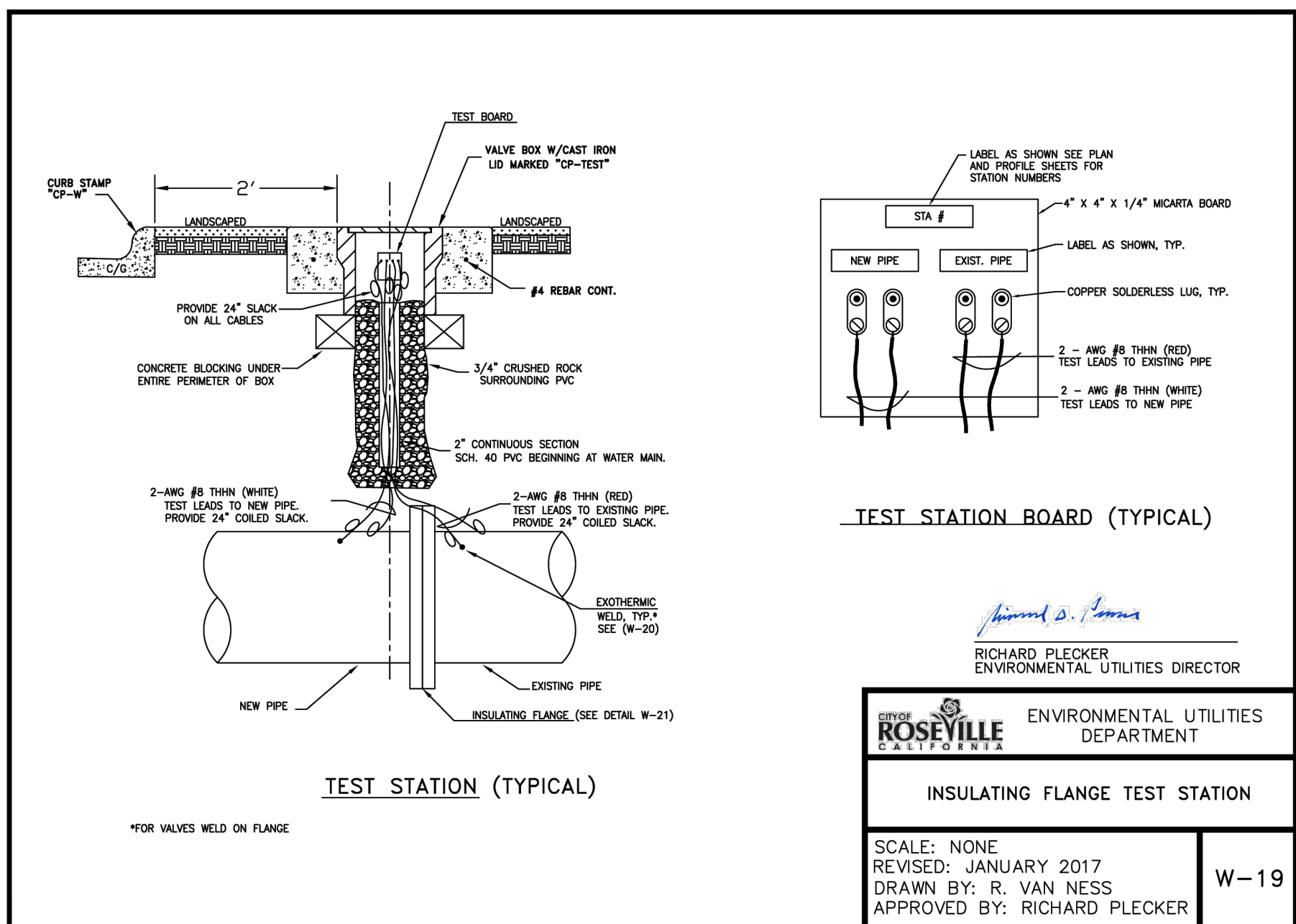
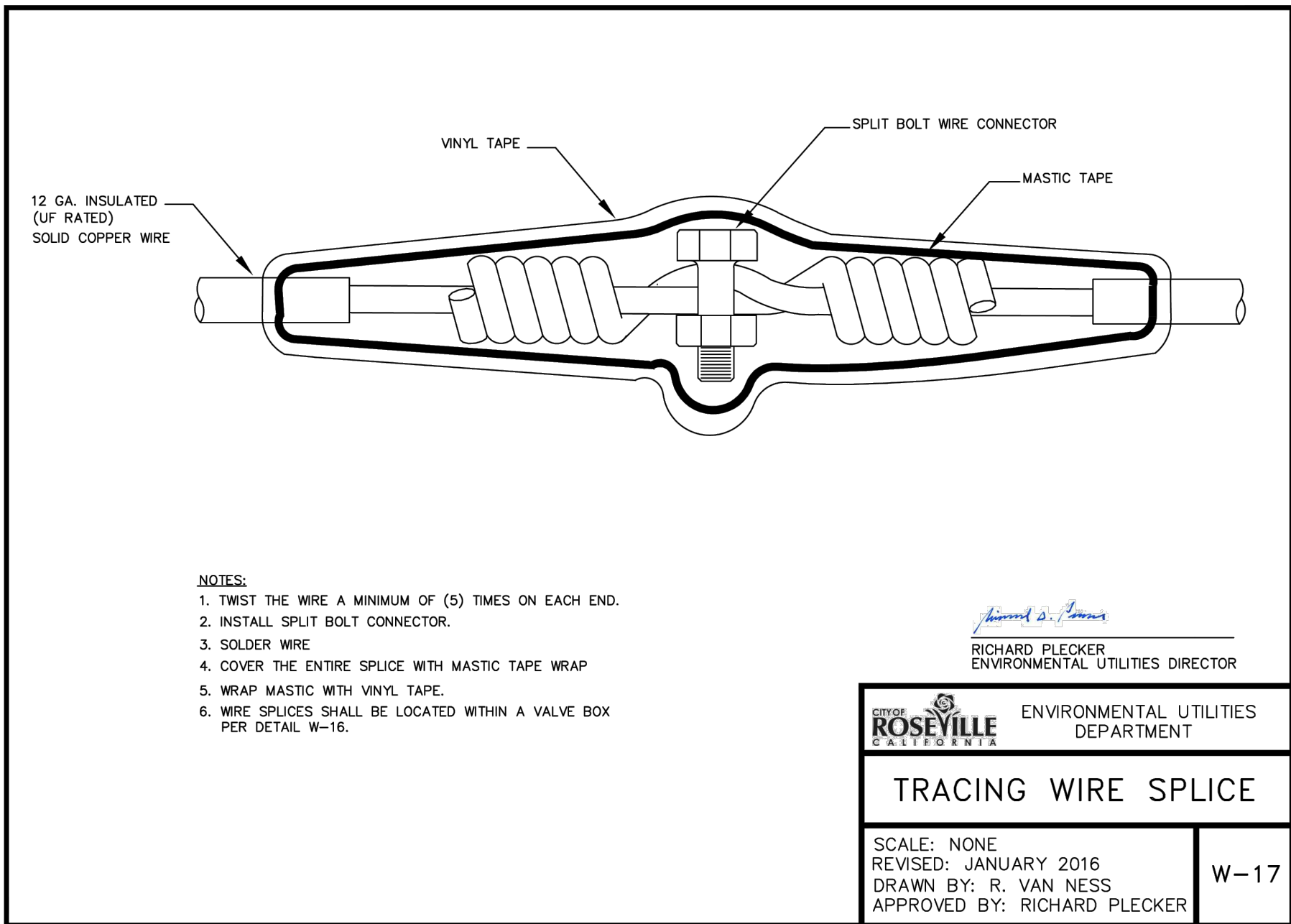
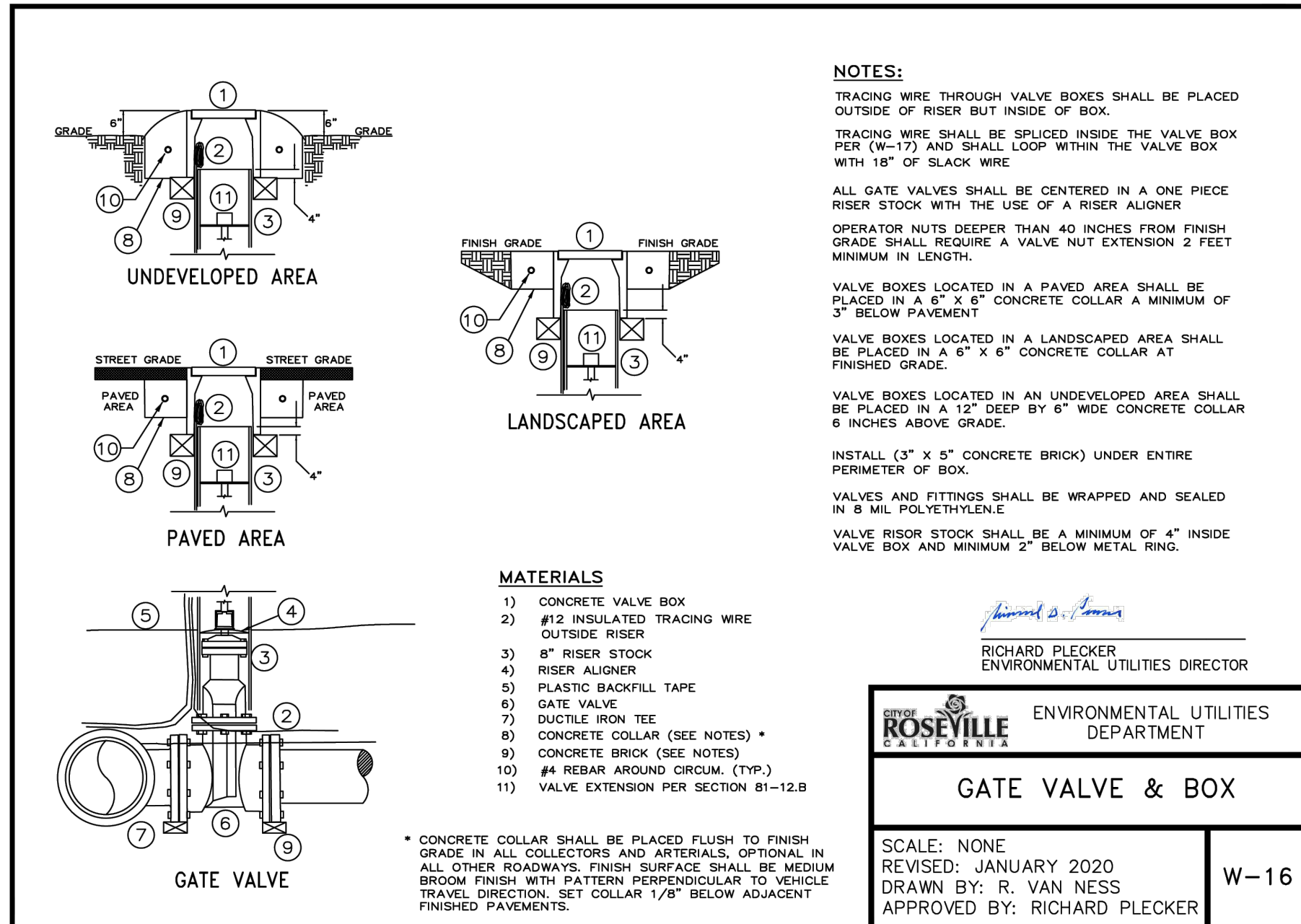
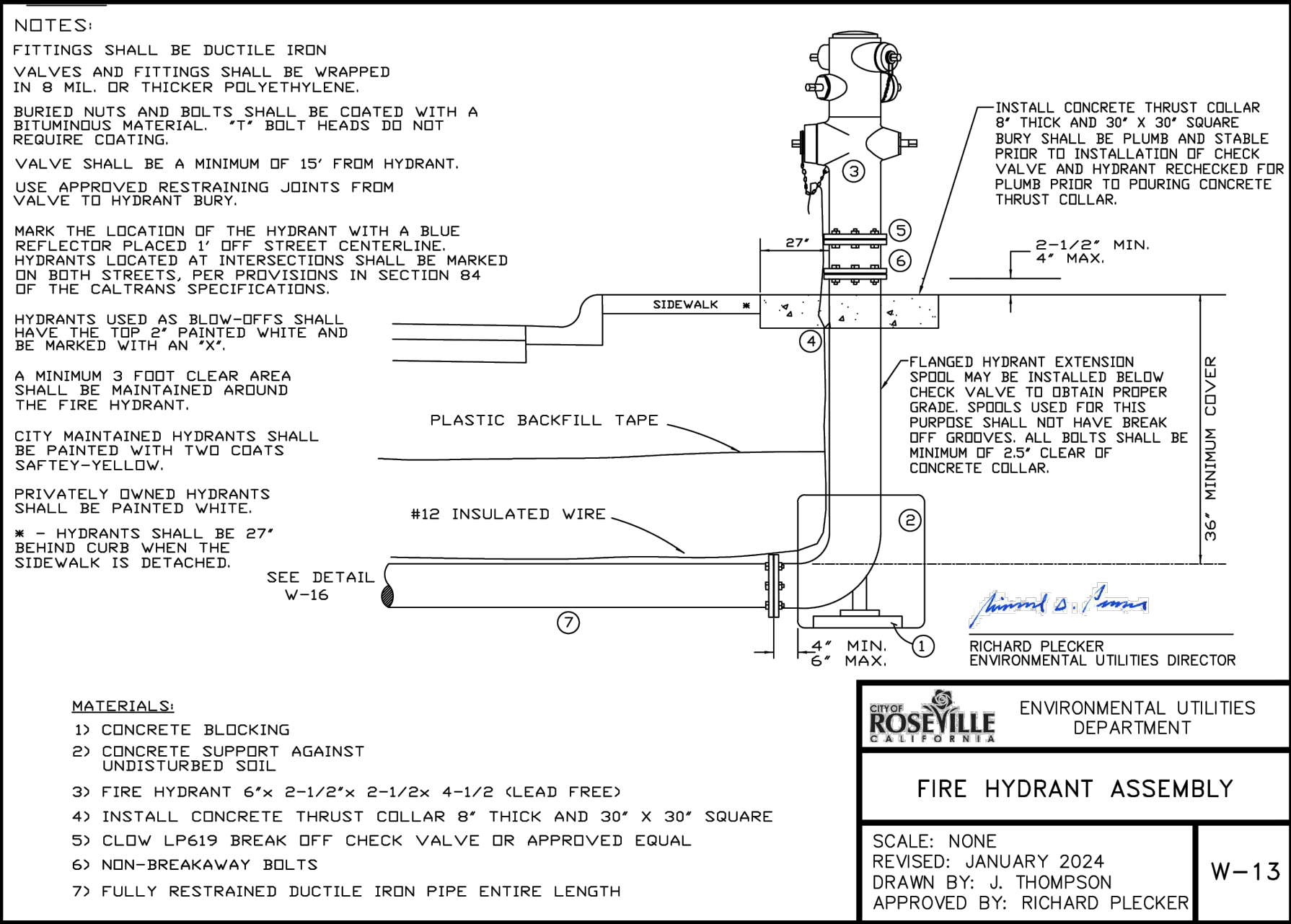
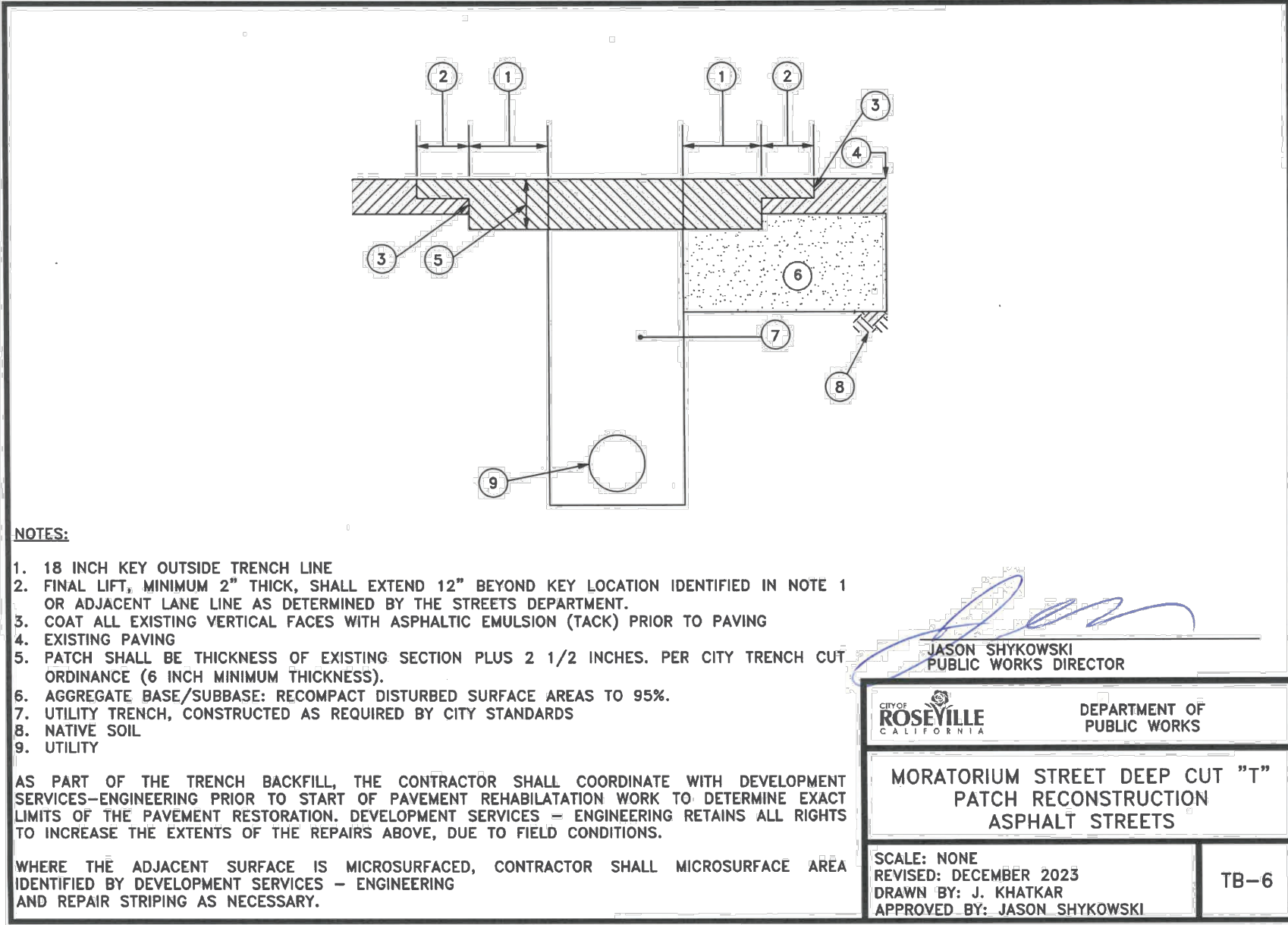
12/09/2025



CIRBY WAY 24-INCH MAIN REPLACEMENT

OVERALL SITE PLAN

DWG. NO.
C3
SHEET
8
OF 13



REV	DATE	BY	DESCRIPTION

SCALE:	WARNING 0 1/2 1
NTS	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED _____ DWH
DRAWN _____ RVL
CHECKED _____ JWD

DOMENICHELLI & ASSOCIATES

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El Dorado Hills, CA 95762

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Fax: (916) 933-4778

CITY OF ROSEVILLE CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750

12/09/2025

REGISTERED PROFESSIONAL ENGINEER
No. C 62011
DATE OF CAL. PERMIT

CIRBY WAY 24-INCH MAIN REPLACEMENT

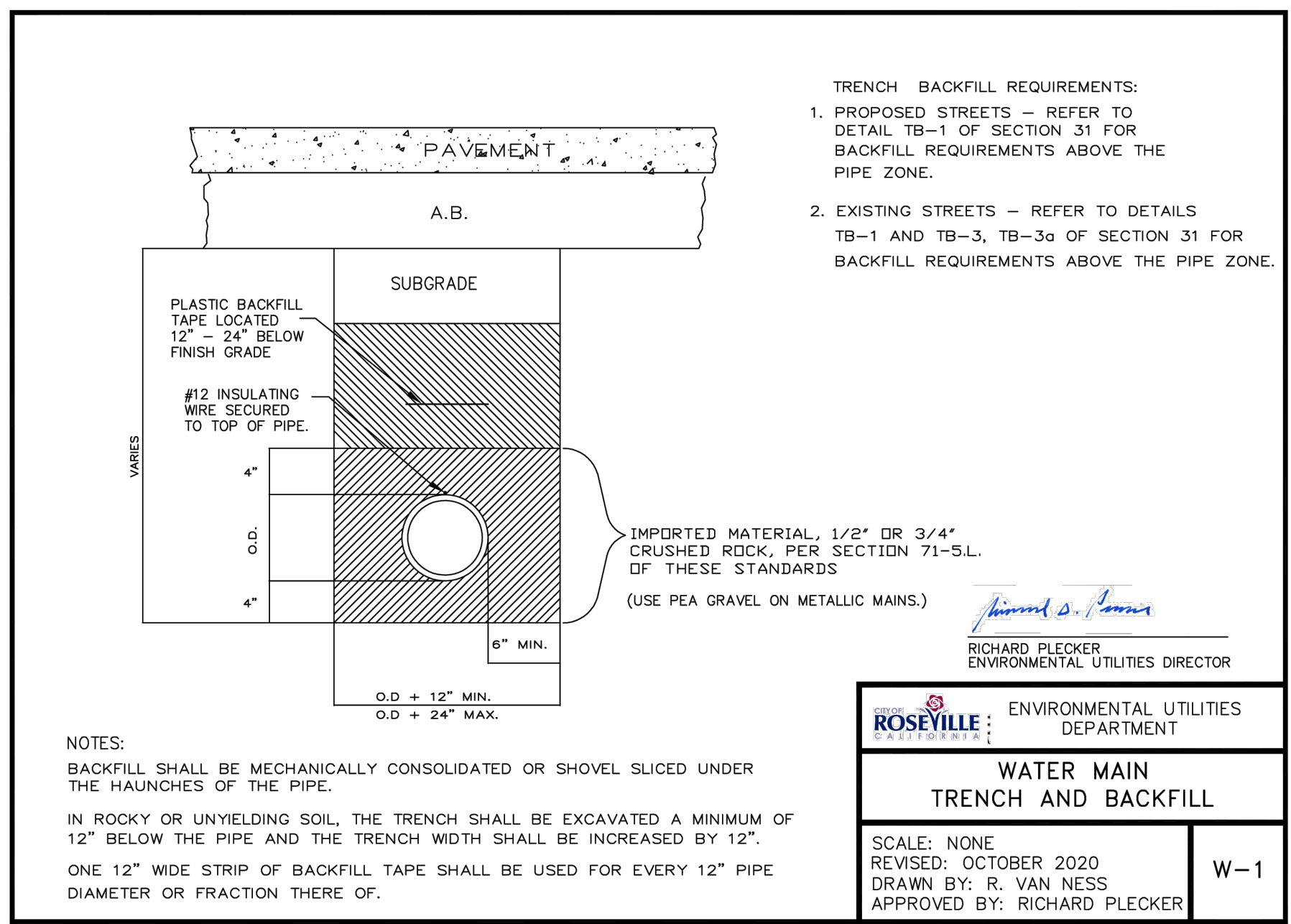
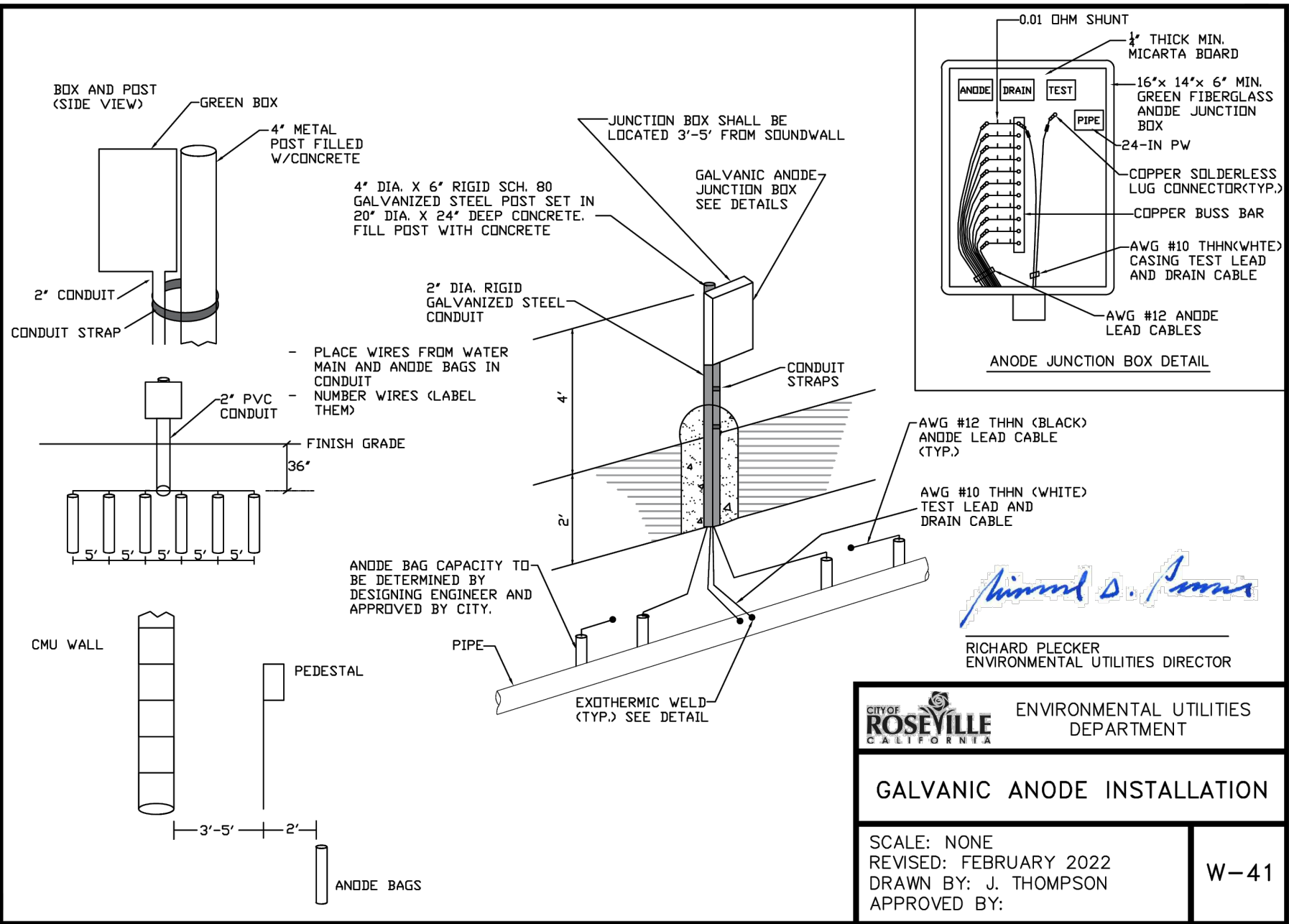
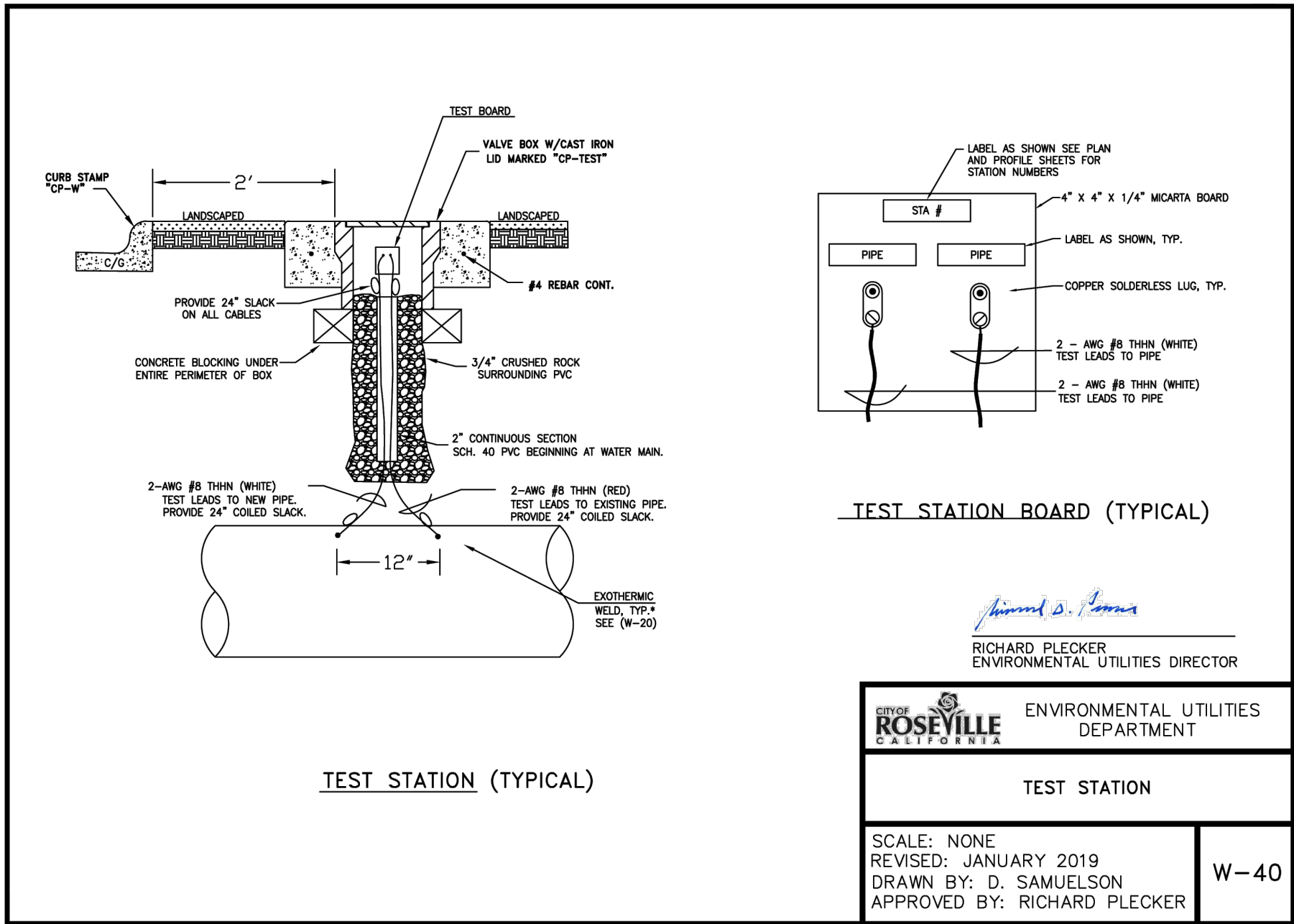
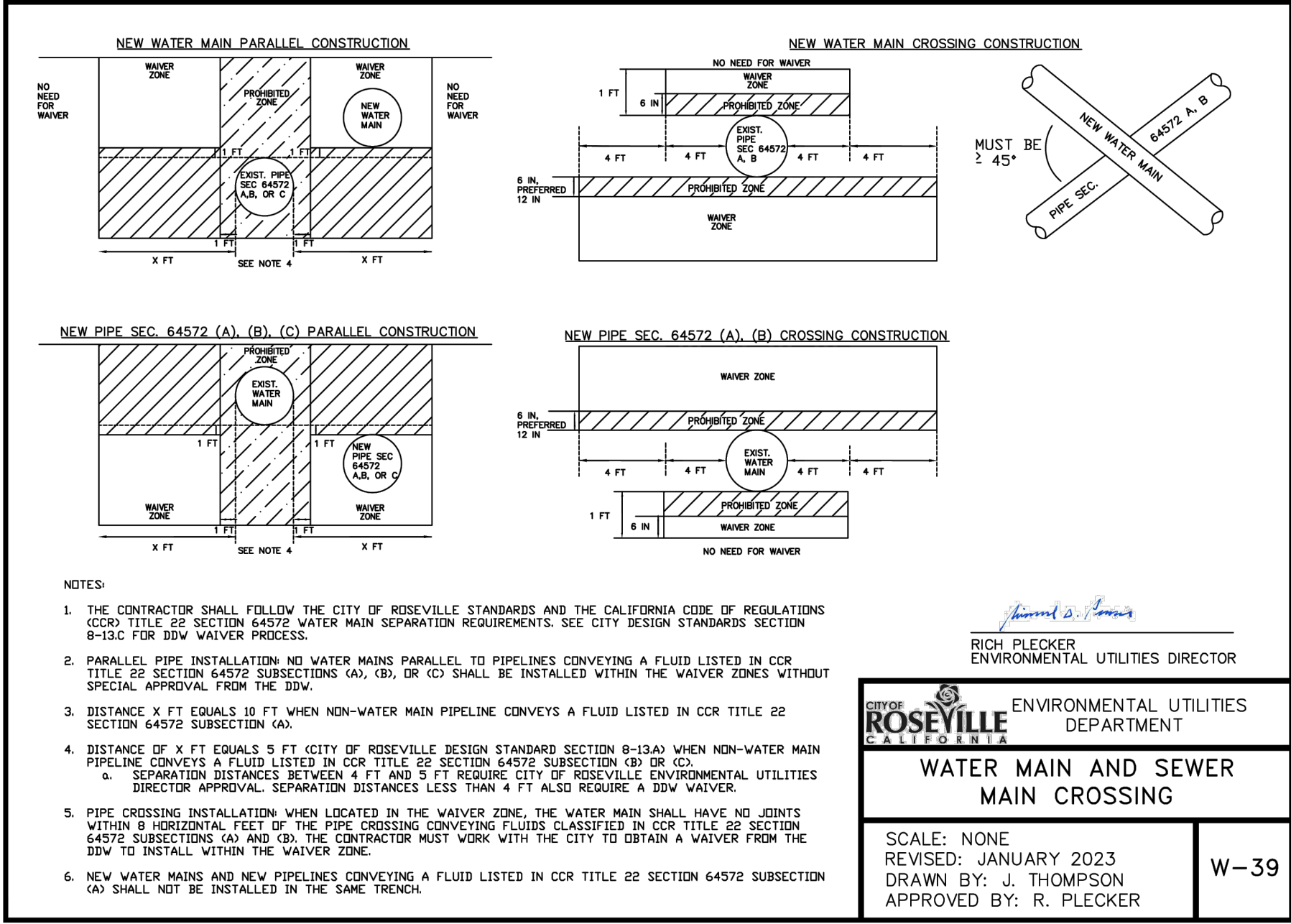
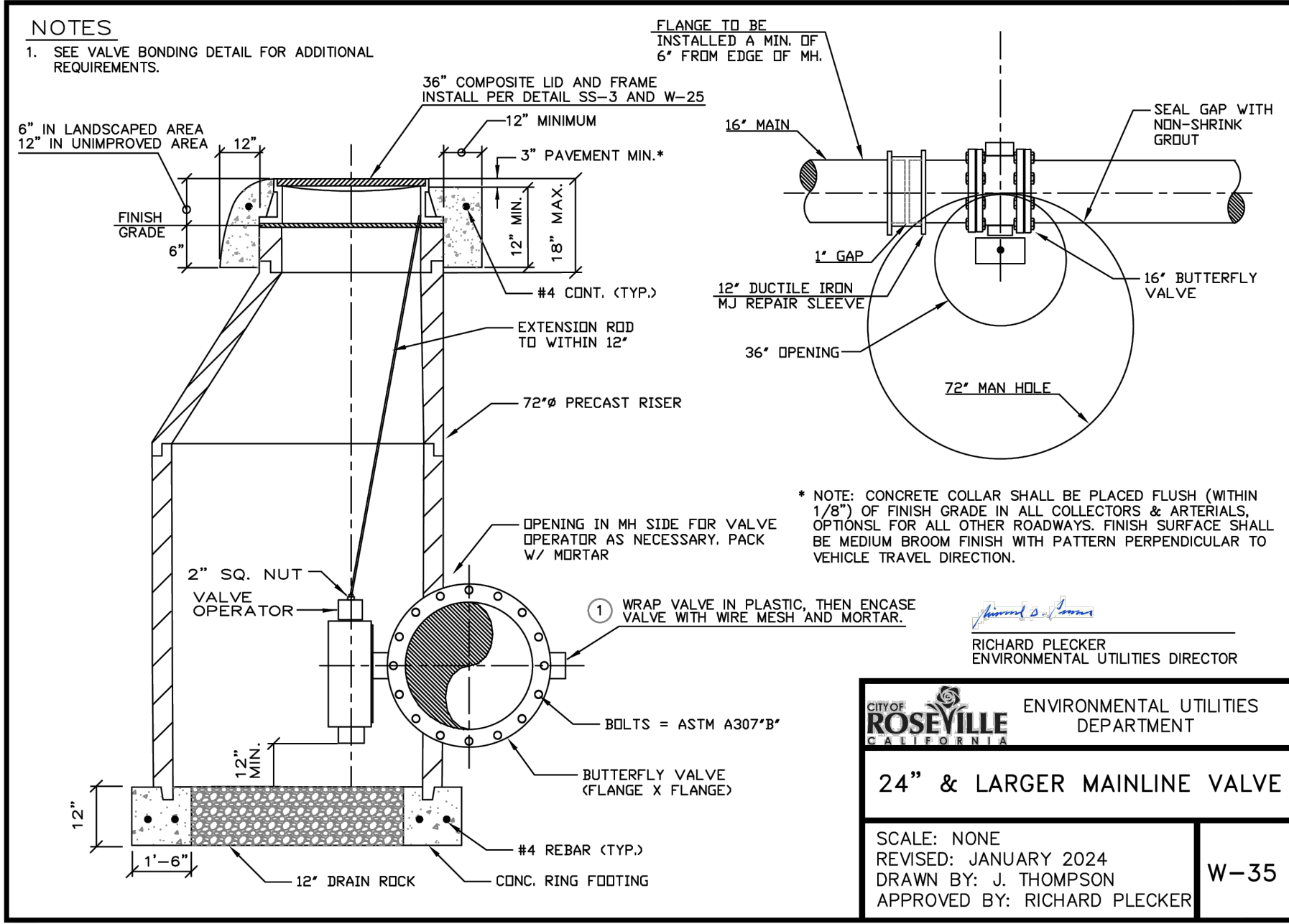
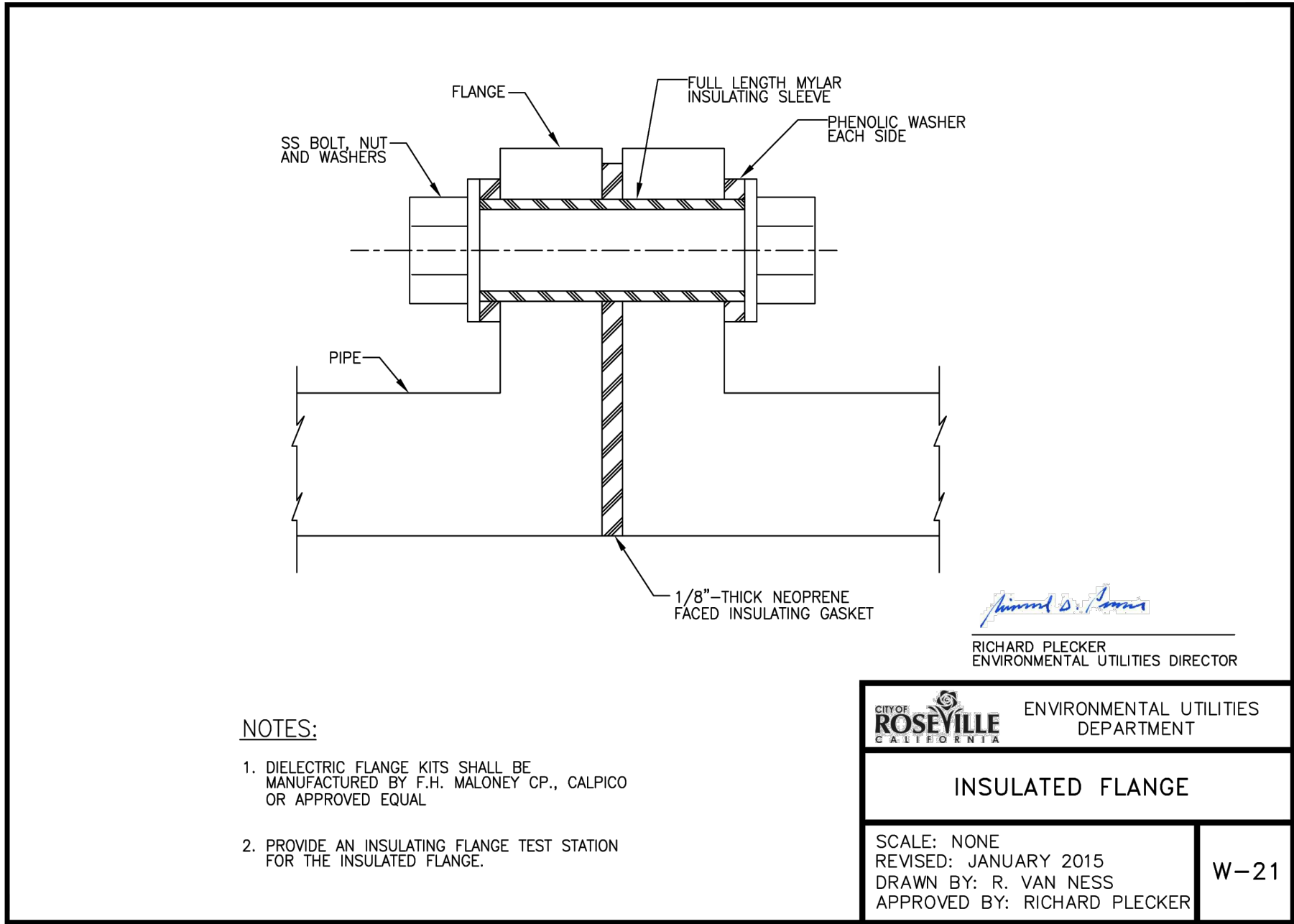
ROSEVILLE STANDARD DETAILS 1

DWG. NO. **D1**

SHEET **9**

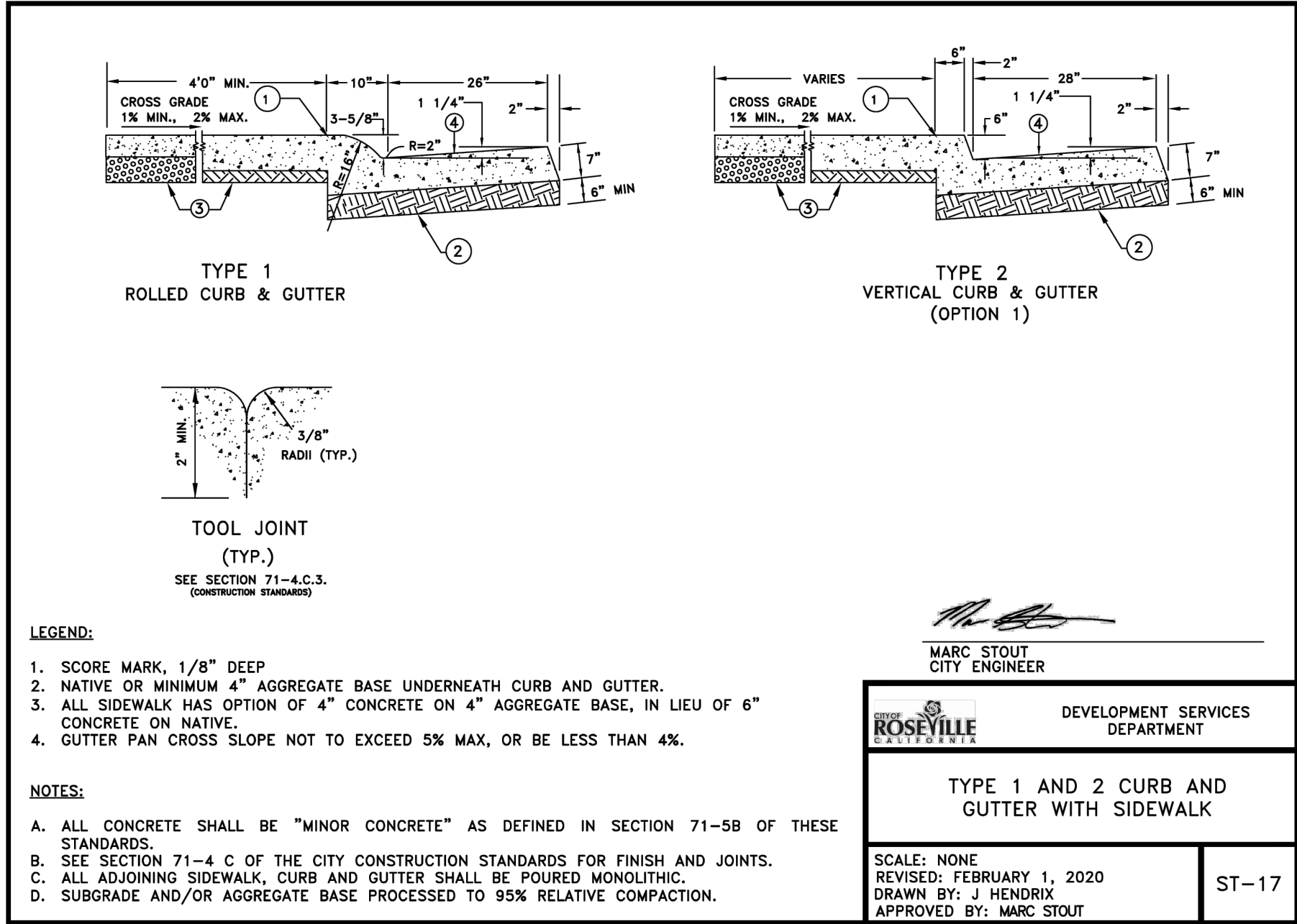
OF 13

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20251208, 151938



REV	DATE	BY	DESCRIPTION	SCALE:	WARNING	DESIGNED	DRAWN	CHECKED	DOMENICHELLI & ASSOCIATES	CITY OF ROSEVILLE CALIFORNIA	12/09/2025	CIRBY WAY 24-INCH MAIN REPLACEMENT	DWG. NO.
				NTS	0 1/2 1	_____DWH	_____RVL	_____JWD	5180 Golden Foothill Parkway Ste. 220 El Dorado Hills, CA 95762	2005 HILLTOP CIRCLE ROSEVILLE, CA 95747		ROSEVILLE STANDARD DETAILS 2	D2
					IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.				Ph: (916) 933-1997 Fax: (916) 933-4778	PHONE: 916-774-5750			SHEET 10
													OF 13

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REV	DATE	BY	DESCRIPTION

SCALE:

NTS

WARNING

01/21

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED _____ DWH

DRAWN _____ RVL

CHECKED _____ JWD

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

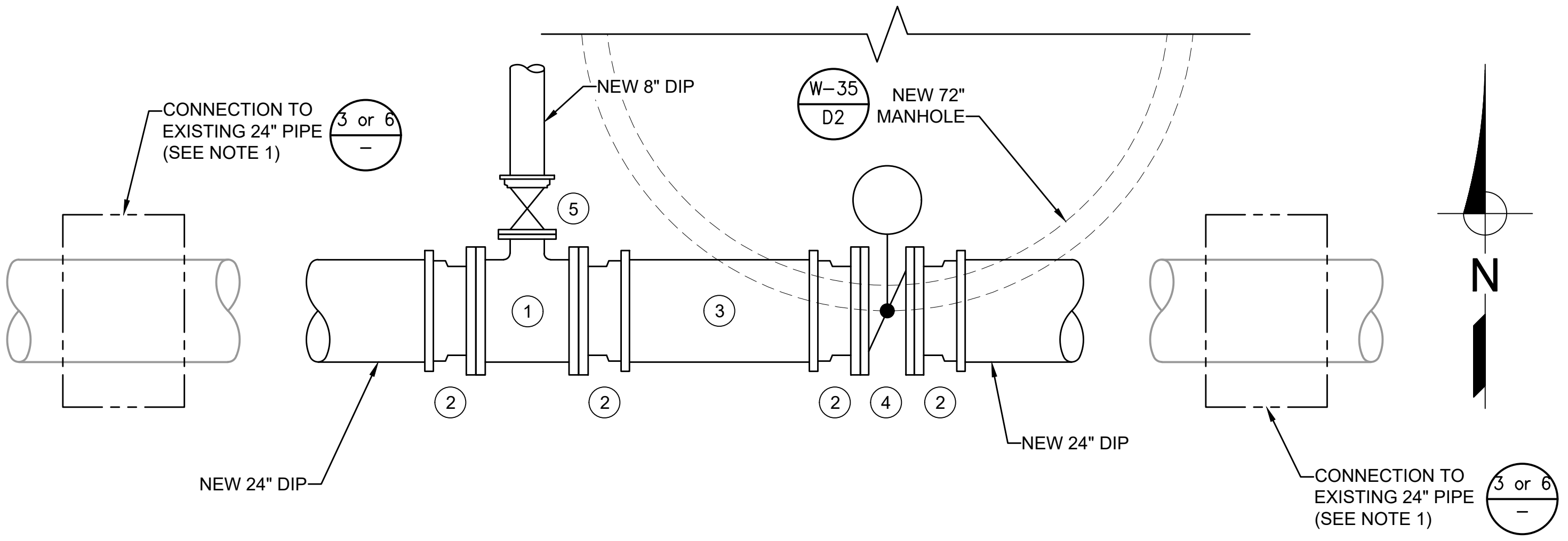
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Fax: (916) 933-4778

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ROSEVILLE
CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747
PHONE: 916-774-5750



CIRBY WAY 24-INCH MAIN REPLACEMENT	DWG. NO. D3
ROSEVILLE STANDARD DETAILS 3	SHEET 11 OF 13



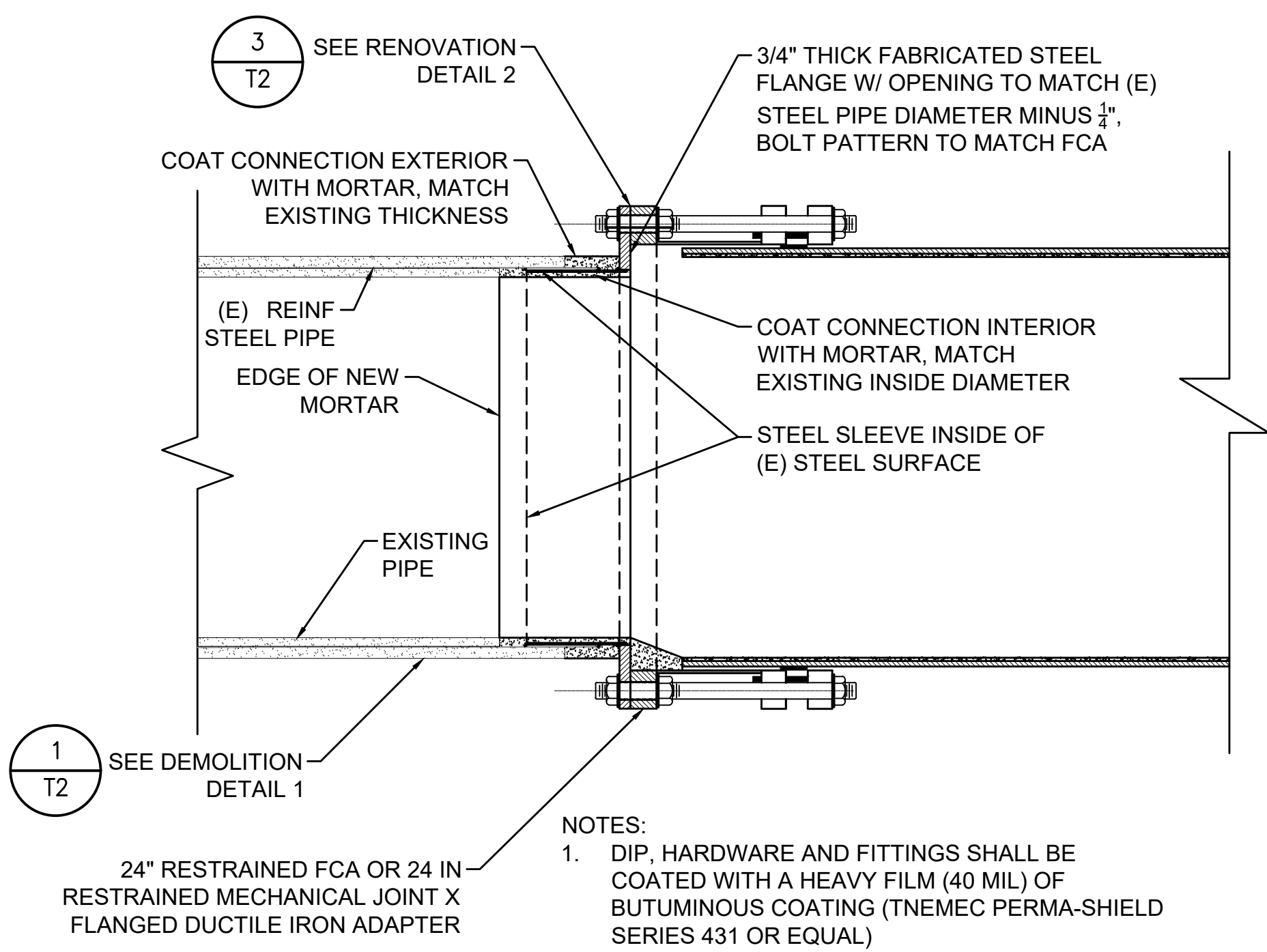
- PARTS LIST:**
- 24"x8" TEE
 - 24" FLGxMJ ADAPTER
 - 24" PE SPOOL (5' MINIMUM LENGTH)
 - 24" BFV
 - 8" FLGxMJ GV
- USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

1
C1

NOTES:
1. SEE NOTE 3 ON C1. DEPENDING ON PIPE MATERIAL FOUND, DETAIL 3 OR 6 MAY BE REQUIRED.

CIRBY WAY STA 1+00
NTS

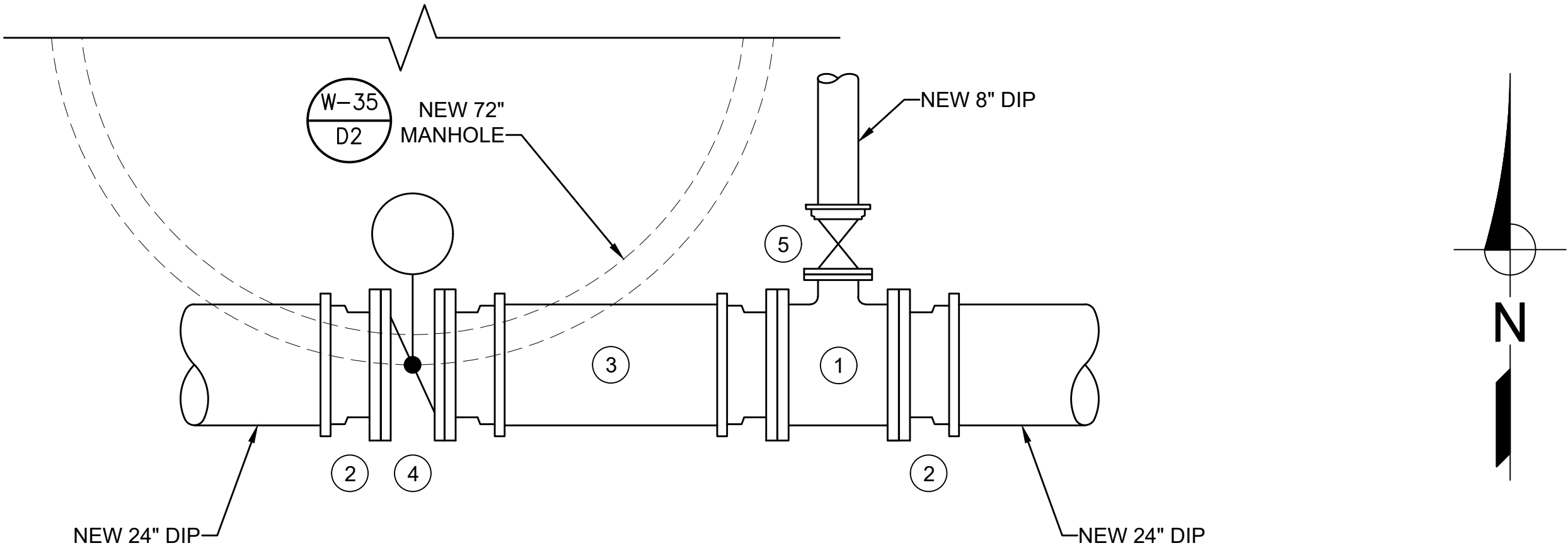


CONNECTION DETAIL

3
C1

CIRBY WAY STA 1+67 & 5+37
NTS

NOTES:
1. DETAIL NOT USED IF EXISTING PIPE IS DUCTILE IRON. PIPE MATERIAL TO BE CONFIRMED BY THE CONTRACTOR.

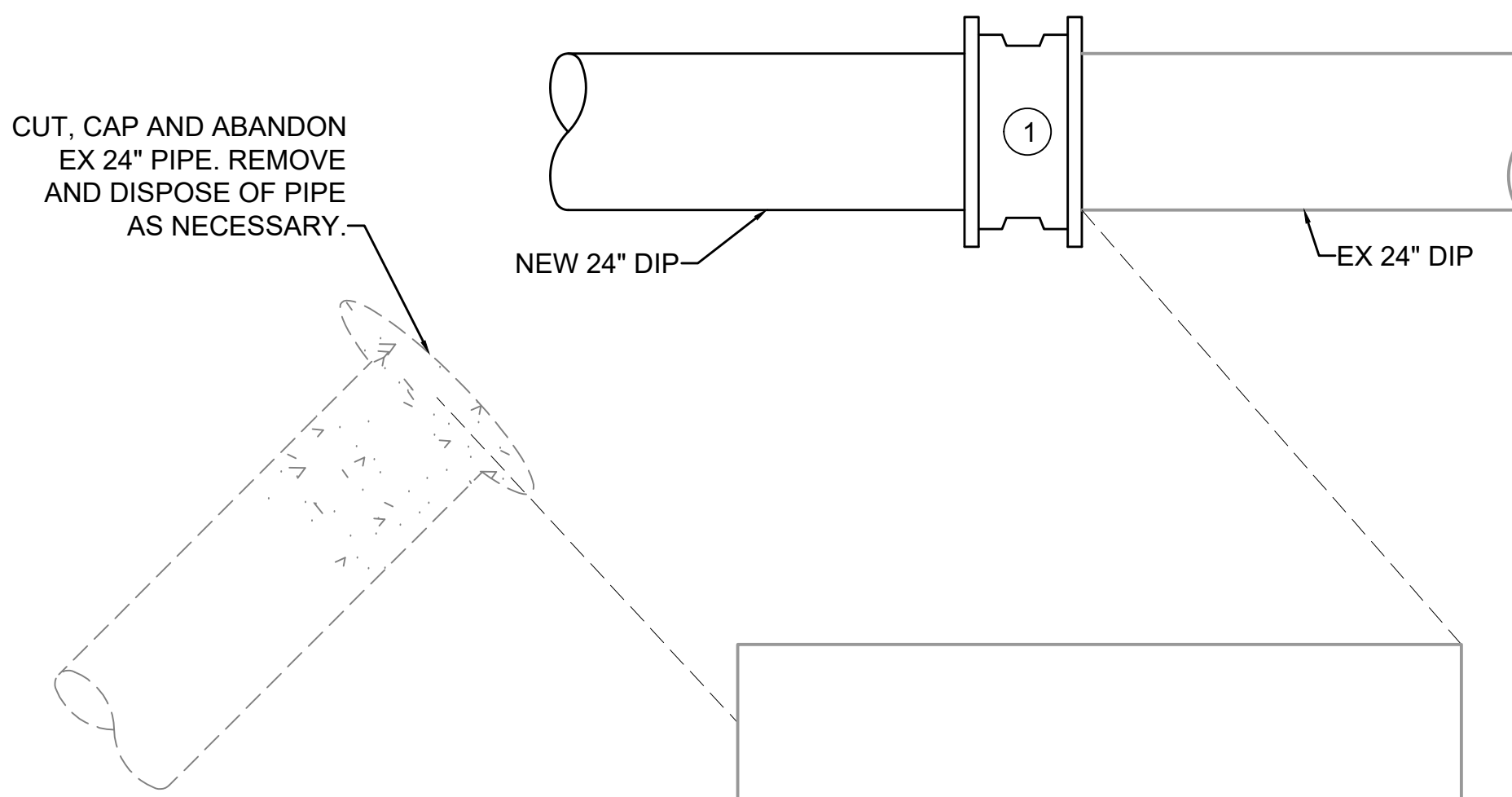


- PARTS LIST:**
- 24"x8" TEE
 - 24" FLGxMJ ADAPTER
 - 24" PE SPOOL (5' MIN LENGTH)
 - 24" BFV
 - 8" FLGxMJ GV
- USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

2
C1

CIRBY WAY STA 4+07
NTS



PARTS LIST:

- 24" MJ SLEEVE

USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

6
C1

CIRBY WAY STA 5+37
NTS

NOTES:
1. DETAIL NOT USED IF EXISTING PIPE IS CONCRETE LINED AND COATED STEEL. PIPE MATERIAL TO BE CONFIRMED BY THE CONTRACTOR.
2. EXISTING PIPE TO BE PLUGGED AND ABANDONED WITH EITHER PIPE MATERIAL.

REV	DATE	BY	DESCRIPTION

SCALE:
AS SHOWN

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED	DWH
DRAWN	RVL
CHECKED	JWD

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5180 Golden Foothill Parkway Ste. 220 El Dorado Hills, CA 95762
Ph: (916) 933-1997 Fax: (916) 933-4778

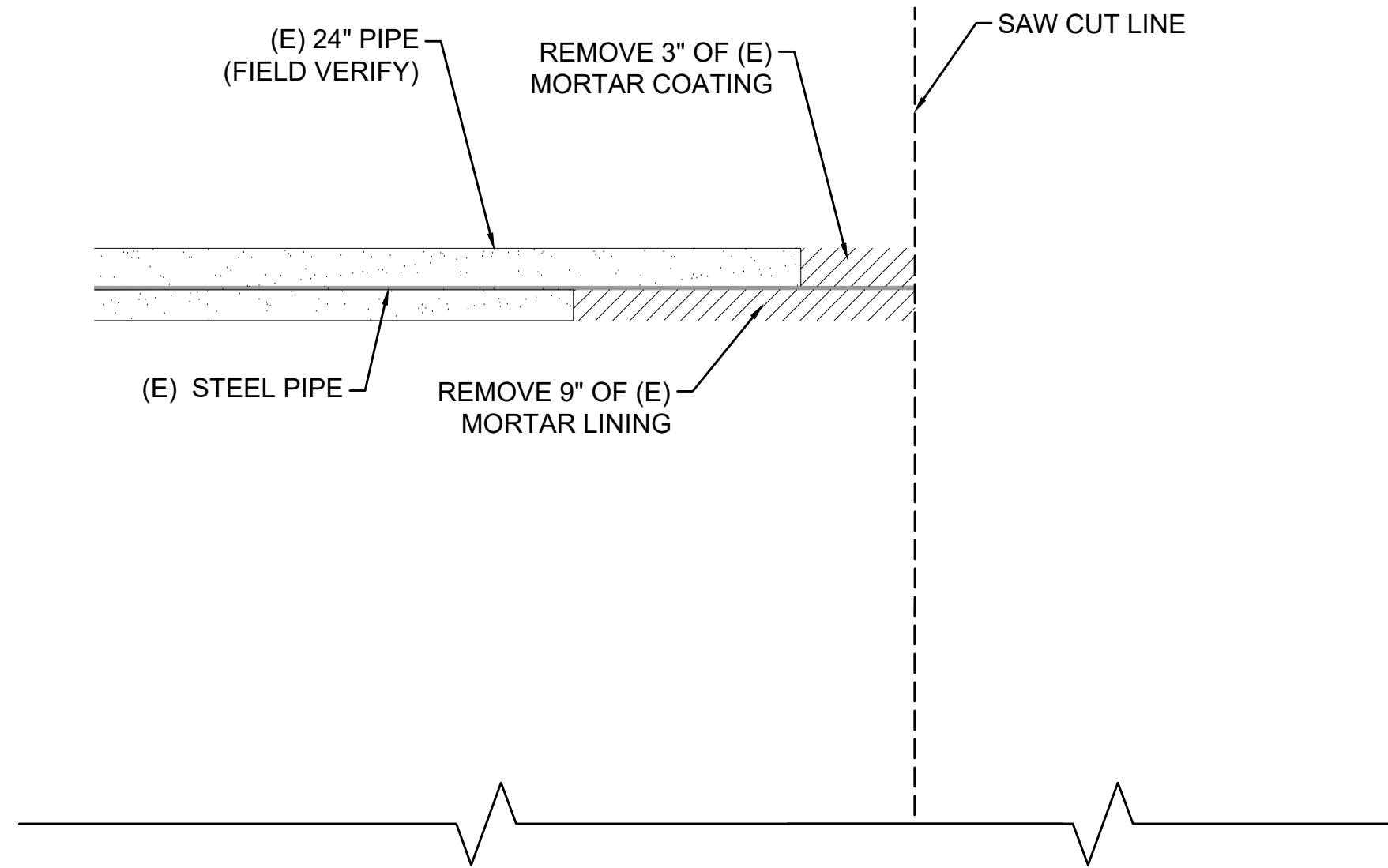
CITY OF ROSEVILLE CALIFORNIA
2005 HILLTOP CIRCLE ROSEVILLE, CA 95747 PHONE: 916-774-5750

12/09/2025
REGISTERED PROFESSIONAL ENGINEER DAVID W. HEISTER No. C 62011 CIVIL STATE OF CALIFORNIA

CIRBY WAY 24-INCH MAIN REPLACEMENT
TIE-IN DETAILS 1

DWG. NO. T1
SHEET 12
OF 13

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CONCRETE LINED AND COATED STEEL PIPE

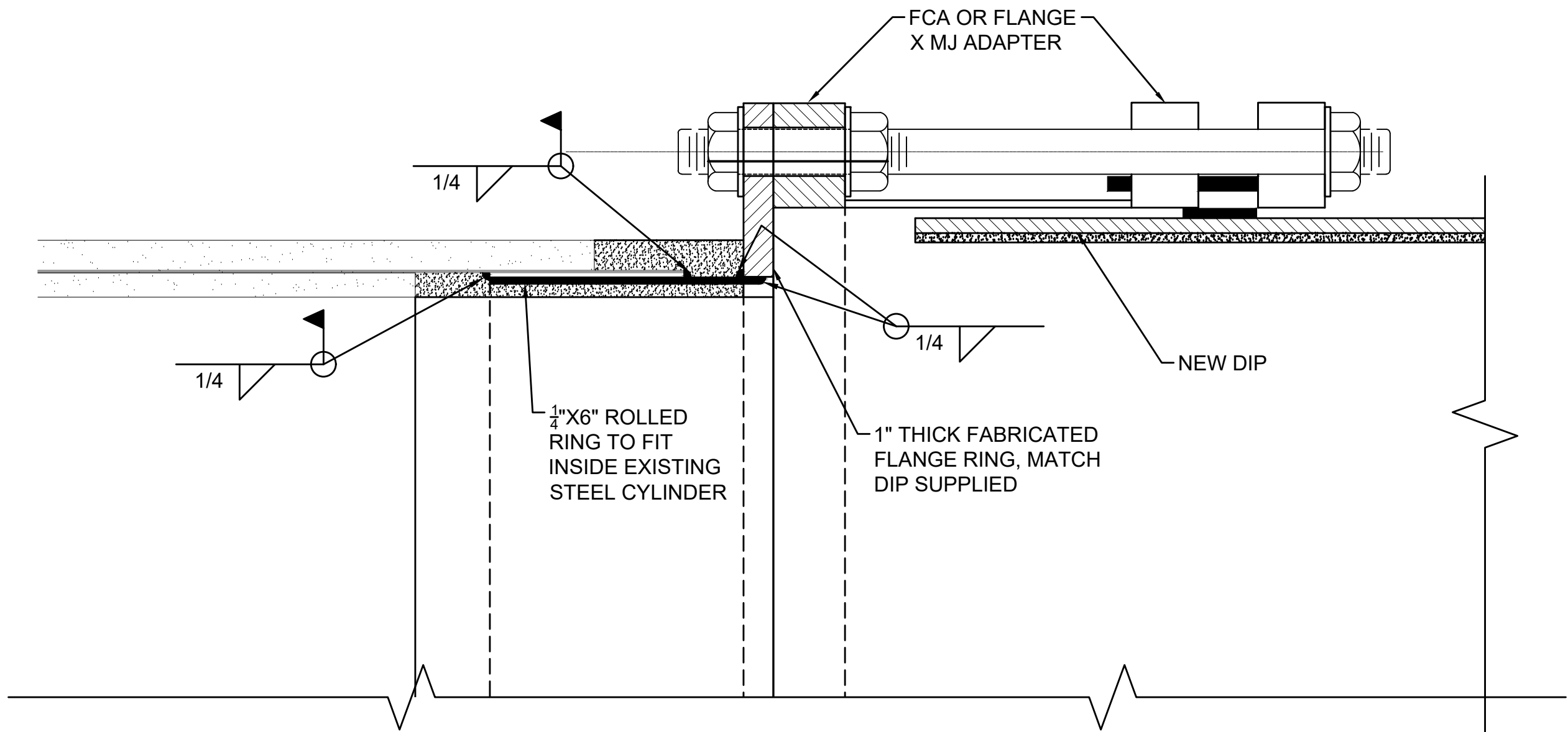
CONNECTION DETAIL

1
T1

DEMOLITION DETAIL 1

NTS

NOTES:
1. DETAIL WILL NOT BE USED IF
EXISTING PIPE IS DUCTILE IRON.
PIPE MATERIAL TO BE CONFIRMED
BY THE CONTRACTOR.



CONCRETE LINED AND COATED STEEL PIPE

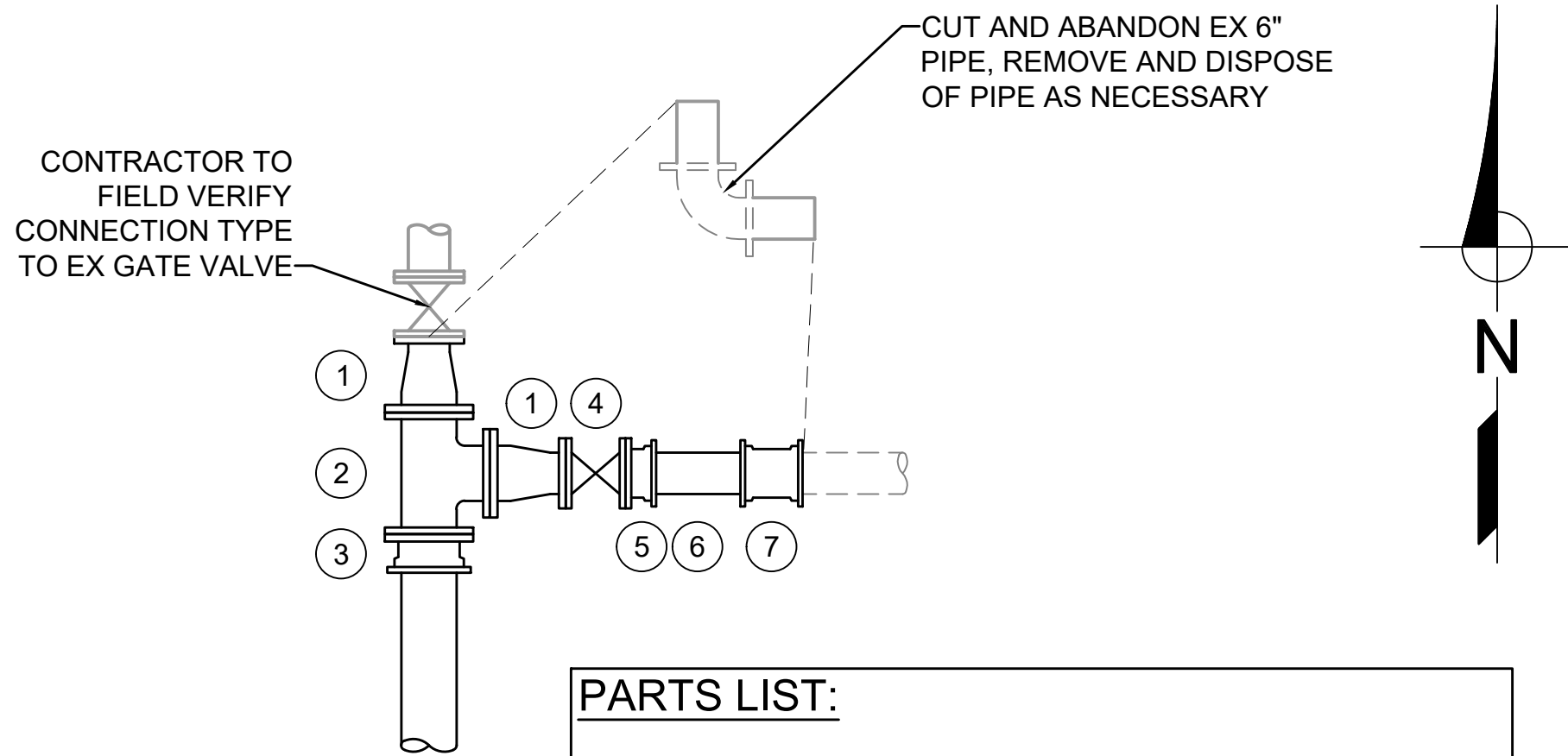
CONNECTION DETAIL

2
T1

RENOVATION DETAIL 1

NTS

NOTES:
1. DETAIL WILL NOT BE USED IF
EXISTING PIPE IS DUCTILE IRON.
PIPE MATERIAL TO BE CONFIRMED
BY THE CONTRACTOR.



PARTS LIST:

1. 8"x6" ECCENTRIC REDUCER (FLAT SIDE UP)
2. 8"x8" TEE
3. 8" FLGxMJ ADAPTER
4. 6" FLG GATE VALVE
5. 6" FLGxMJ ADAPTER
6. 6" PE SPOOL (FIELD DETERMINE LENGTH)
7. 6" MJ SLEEVE

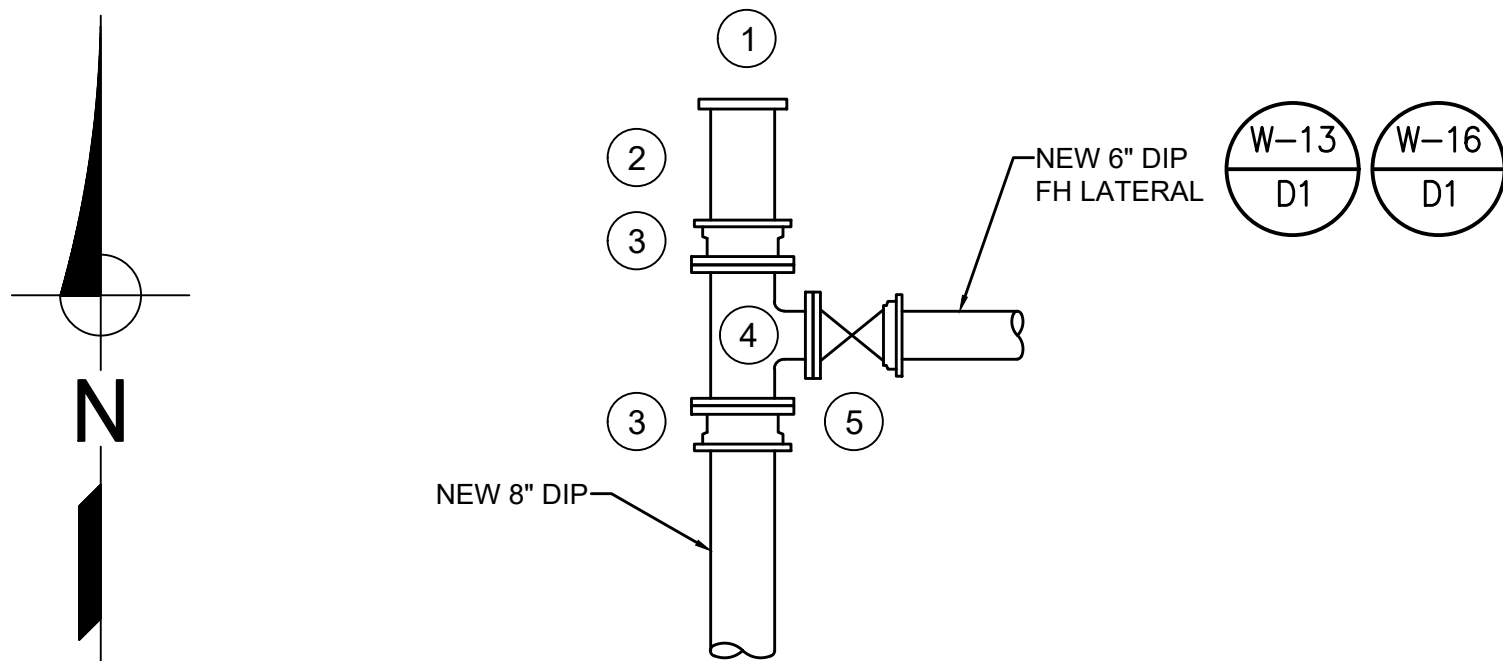
USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

3
C2

INGLIS WAY STA 1+42

NTS



PARTS LIST:

1. 8" MJ PLUG
2. 8" PE SPOOL (MIN. 4' LENGTH)
3. 8" FLGxMJ ADAPTER
4. 8"x6" FLGXFLG TEE
5. 6" FLGxMJ GATE VALVE

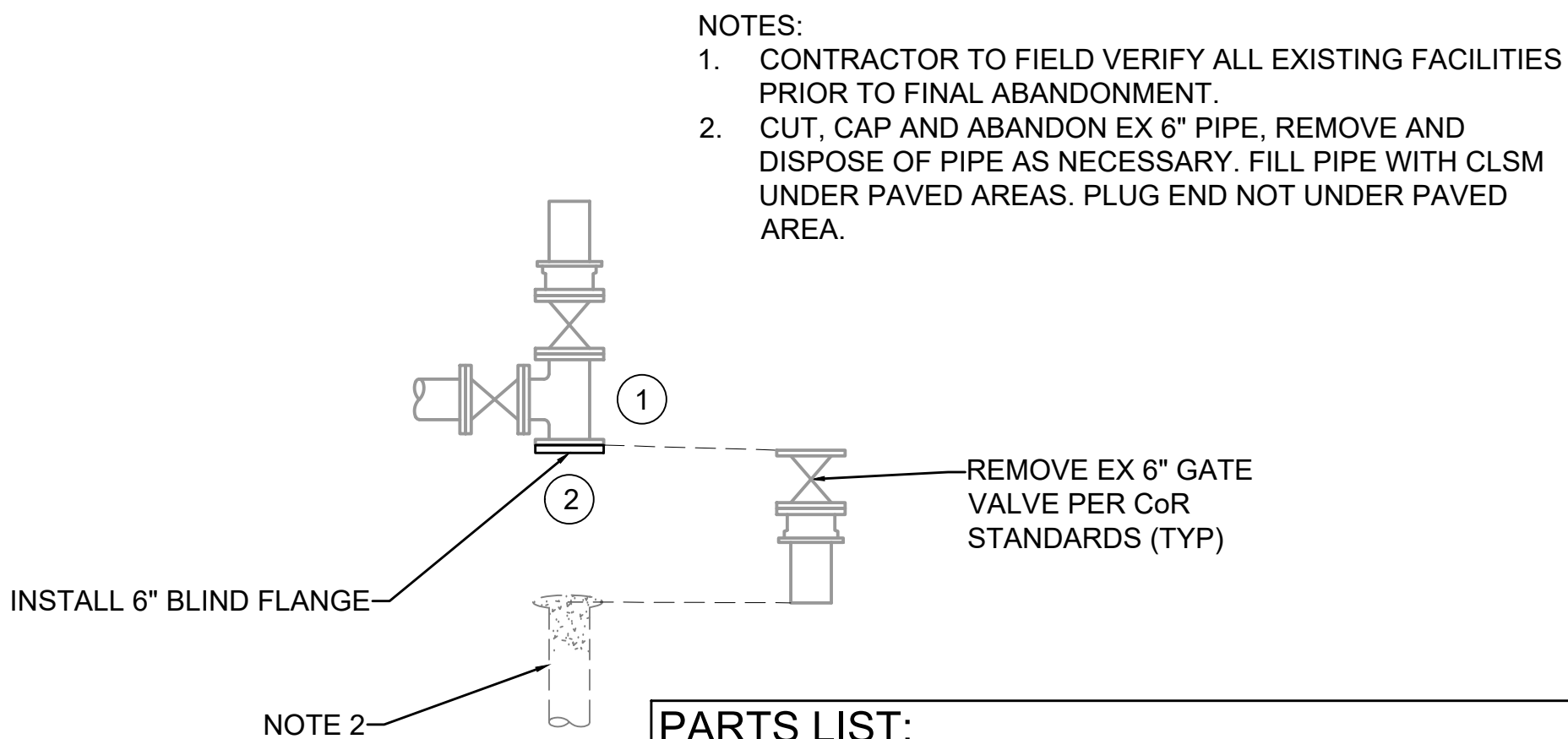
USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

4
C2

PROMENADE STUB OUT STA 1+34

NTS



PARTS LIST:

1. EXISTING 6" FLG TEE
2. 6" BLIND FLANGE

USE MEGALUG RESTRAINTS FOR ALL MJ FITTINGS

CONNECTION DETAIL

5
C3

ABANDONMENT TIE-IN

NTS

REV	DATE	BY	DESCRIPTION

SCALE:

AS SHOWN

WARNING
0 1/2 1

IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE.

DESIGNED ___ DWH

DRAWN ___ RVL

CHECKED ___ JWD

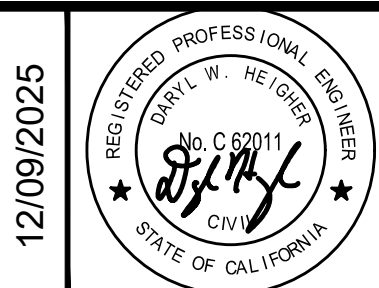
**DOMENICHELLI
& ASSOCIATES**

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

Ph: (916) 933-1997
Fax: (916) 933-4778

CITY OF
ROSEVILLE
CALIFORNIA

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750



CIRBY WAY 24-INCH MAIN REPLACEMENT

TIE-IN DETAILS 2

DWG. NO.

T2

SHEET

13

OF 13

20251119_145627 Z:\RSL\RSVL-011 CIRBY SINKHOLE REPAIR\05_BID-DRAWINGS (WORKING)\RSL011-TIE-INS.DWG



CONTRACT DOCUMENTS FOR

DESIGN-ASSIST CONSTRUCTION OF

CIRBY WAY 24-INCH MAIN REPLACEMENT

VOLUME 4 of 4:

TECHNICAL SPECIFICATIONS

RFP #08-158

INCLUDING:

Specifications for Construction

December 9, 2025



**TECHNICAL SPECIFICATIONS
CIRBY WAY 24-INCH
MAIN REPLACEMENT**

City of Roseville
311 Vernon Street
Roseville, CA 95678



December 2025

**Domenichelli & Associates, Inc.
5180 Golden Foothill Parkway
El Dorado Hills, CA 95762**

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TECHNICAL SPECIFICATIONS

Section Number	Title
01 14 00	Work Restrictions
01 33 00	Submittal Procedures
01 50 00	Temporary Facilities and Controls
02 00 00	Site Conditions
02 00 70	Construction Photography
02 05 50	Clearing and Grubbing
02 07 50	Protection, Testing, and Restoration of Existing Facilities
02 20 00	Earthwork
02 49 10	Landscape Repairs
03 30 00	Cast In Place Concrete
03 34 00.13	Controlled Low Strength Material
03 60 00	Grout
07 90 00	Sealants
09 90 00	Painting
31 23 33	Trench Excavation Backfill Compaction
31 39 19	Geopolymer Injection
32 01 17	Pavement Restoration
33 00 00	Pipe and Pipe Fittings
33 01 90	Demolition and Abandonment
33 11 13.13	Ductile Iron Piping
33 12 13	Water Connections and Tie-Ins
33 13 00	Disinfecting Water Mains
33 13 10	Water Piping System Testing
40 05 61	Gate Valves
40 05 64	Butterfly Valves

APPENDICES

Appendix Letter	Title
Appendix A	Cirby Way Sinkholes Geotechnical Evaluation

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SECTION 01 14 00
WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Requirements for sequencing and scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and City operations.
- B. Water projects:
 - 1. Conduct Work such that the Owner's ability to meet its customer's demands for treated drinking water shall not be impaired or reduced in terms of the required quantity or quality of treated water.
 - 2. Do not impair the operational capabilities of essential elements of the water transmission system below levels sufficient to meet demands for water throughout the contract time.

1.02 LIMIT OF CONSTRUCTION ACTIVITIES ON WORK SITE

- A. Traffic Control:
 - 1. During non-work hours, unless permitted otherwise by the City, in coordination with Public Works, the CONTRACTOR shall keep all lanes of traffic open and clear. All trenches shall be backfilled or covered with suitable steel plates and open to traffic.
- B. No equipment, construction material, or excavated material that will interfere with traffic shall be stored on streets, sidewalks, trails, swales, drainages, or roadways at any time.
- C. See Table 1 in 1.04 F for Working Hours.

1.03 SEQUENCE OF WORK

- A. The CONTRACTOR shall schedule and sequence their work to complete the Work by the specified completion date.
- B. The water distribution system at the work location is currently shutdown and not in use.
- C. The OWNER's water distribution, recycled water, sewer collection and storm drain systems must remain accessible and operational and Contractor shall provide temporary facilities required to keep the existing system continuously operational at all times, with scheduled shutdowns as necessary to complete the Work and with prior approval of Owner, as described herein.
- D. Re-vegetation of disturbed areas shall take place as quickly as possible as work completion and weather permit, or temporary measures shall be installed and maintained at the Contractors sole expense.

1.04 PROJECT CONSTRAINTS

- A. Maintenance of OWNER's Operations:

- B. Constraints listed herein involve limits on activities during construction. These limits relate to the critical nature of the existing water system and all other services provided by the City and its franchisees.
- C. Continuous operation of OWNER's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- D. Work Plan:
 - a. The CONTRACTOR shall submit a detailed Work Plan and time schedule for all construction activities that will make it necessary to remove a tank, pipeline, electrical circuit, equipment, structure, road or other are replaced by temporary, new, or upgraded facilities from service, including the critical outages identified herein.
 - b. The Work Plan shall, at a minimum, identify:
 - 1) The date and time when each activity will occur.
 - 2) What equipment will be present including standby equipment.
 - 3) What assistance will be required by OWNER's operating personnel.
 - 4) An emergency backup plan identifying what action will be taken if Work cannot be completed within the allotted time.
 - 5) What individual will be in charge of the activity and their contact information.
 - c. Submit Work Plan 10 working days prior to the scheduled activity.
- 2. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of OWNER's operations.
- 3. Shutdowns:
 - a. Coordinate proposed Work with OWNER and facility operations personnel (Water Distribution System Operators) before affecting unit shutdowns. The CONTRACTOR shall provide written confirmation of the shutdown date and time five working days prior to the actual shutdown.
 - b. Under no circumstances shall the CONTRACTOR cease Work at the end of a normal working day or at the end of a working week if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.
- 4. Do not close lines, open valves or gates, shut down equipment, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and approved by the OWNER. After approval, CONTRACTOR shall proceed in the manner, action, and timing as submitted and approved.
- 5. Do not proceed with Work affecting a facility's operation without obtaining OWNER's advance approval of the need for and duration of such Work.
- E. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other necessary items.
 - 3. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 - 4. Perform relocations to minimize downtime of existing facilities.
 - 5. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by OWNER.

F. Hours of Work and Overtime:

- a. Normal working hours at the Construction Site shall as shown on Table 1: Working Hours, no work during City observed holidays.
- b. Conduct Work outside normal working hours only after obtaining written consent and approval from the OWNER.
 - 1) Contractor shall request work-hour variations in writing, a minimum of 10 days prior to the start of the proposed work period.
 - 2) Contractor shall not rely on approval of work outside of normal working hours without prior consent of the OWNER. Approval shall be at the sole discretion of the OWNER.
- c. Contractor shall develop a Project Schedule assuming work during working hours shown in Table 1: Working Hours.

Table 1: Working Hours

Activity	Work Days	Work Hours	Estimated Duration	Lane Closure
Potholing (approx. 30)	Week days (day)	9am-3pm	TBD	Allowed to close the #1 west bound lane and center turn lane
	Saturday and Sunday	5pm-10pm	TBD	
Exploratory Excavation (if needed to locate transmission main)	Weekdays (day)	6am-2pm	TBD	May do setup starting at 5am. Close trenches at end of each work day.
Pipeline Construction North side of road	Weekdays (day)	6am-2pm	TBD	Allowed to close the #1 west bound lane and center turn lane, OR close the 2 westbound lanes leaving a portion of center lane open to allow for having 1 west bound and 2 east bound lanes open. May do setup starting at 5am. Close trenches at end of each work day.
	Saturday and Sunday	5pm-10pm	TBD	
Pipeline Construction Center of roadway alignment	Weekdays	7AM-7PM	TBD	Drop k-rail on each side of center lane. Traffic control can take bike lanes on both north and south side. Can leave open trench
	Saturday and Sunday	8AM-8PM	TBD	
Tie-ins	Weekdays (day)	6am-2pm	TBD	Same as for pipeline construction (not center of roadway alignment)
	Saturday and Sunday	5pm-10pm	TBD	
Pavement replacement	Saturday and Sunday	6am-8pm	TBD	May require full road closure

Must keep one (1) west bound and two (2) east bound traffic lanes open at all times.

2. All overtime Work by the CONTRACTOR necessary to conform to the requirements of this Section and related Sections shall be performed by the CONTRACTOR, at no additional cost to the OWNER and shall be performed in accordance with the Agreement. The CONTRACTOR shall make no claims for extra compensation as a result thereof.
3. Contractor shall reimburse the City for its demonstrable additional internal and external labor and direct costs for supervising, inspecting, and providing any other City services during work conducted outside the normal working hours listed in C.1., above. In determining what effort and services are required, it will be the City's sole determination what is required to accommodate the Contractor's operation outside the normal working hours.

G. Site Area:

1. See also Agreement section 5.5.1 Designated Areas.
2. Contractor shall avoid disturbing ground and minimize disturbance to area residents whenever possible.
3. Contractor to identify and arrange required area for staging, storage, officing, parking, etc.

1.05 CONSTRUCTION SEQUENCING CONSTRAINTS

A. Shutdown activities:

1. Scheduling:
 - a. Perform during listed working hours and for only specific construction sequencing constraints annotated in the project schedule and as agreed upon during Final Design.

B. Construction sequencing constraints will be developed by Design-Assist Team as necessary.

1.06 PROJECT STAFFING

- A. Project superintendent (Job Superintendent, serving as resident Superintendent and Contractor's authorized representative), employed by the Contractor, shall be on-site five days per week for eight hours a day whenever construction activities are taking place.
- B. When the Owner has turned the site over to the Contractor for construction, modification or temporary use, the Contractor is responsible for costs and procedures required to dewater and dispose of liquid, solids, etc. as required until the City has accepted the improvements for routine operation. Contractor shall provide adequate time in schedules for draining and cleanup.

1.07 STORMWATER MANAGEMENT

- A. CONTRACTOR responsible for stormwater management from the time the Contractor physically mobilizes to the site until the time the final stormwater BMPs are installed and Final completion has been approved by Owner.
- B. City's Stormwater Quality BMP Guidance Manual for Construction is available at the City's website.

1.08 OPERATIONS AND MAINTENANCE ACCESS

- A. Provide safe, continuous access to existing facilities for City personnel.
- B. Provide access on one-hour advance notice to facilities for maintenance personnel and associated maintenance equipment.

1.09 UTILITIES

- A. Provide advance notice to and utilize services of Underground Services Alert (U.S.A.) and appropriate local organizations for location and marking of underground utilities operated by utility agencies including the Owner.
- B. New utilities were designed using existing drawings.
 - 1. Field verification of utilities locations was not performed during design.
 - 2. Services crossed by or located near new utilities may require relocation and possible shutdowns.
 - 3. Pipes shall be installed as closely as possible to alignments indicated on the Drawings. Alignment deviations required due to pothole data shall be submitted to the Engineer for revision prior to construction. Contractor shall allow 14 calendar days for the Engineer to revise the construction documents.

1.10 WORK BY OTHERS

- A. Where proper execution of the Work depends upon work by others, inspect and promptly report discrepancies and defects.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for submittals to confirm compliance with Contract Documents.

1.02 GENERAL INSTRUCTIONS

- A. Contractor is responsible to determine and verify field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and check and coordinate each item with other applicable approved shop drawings and Contract Document requirements.
- B. Provide submittals:
1. That are specified or reasonably required for construction, operation, and maintenance of the Work.
 2. That demonstrate compliance with the Contract Documents.
- C. Where multiple submittals are required, provide a separate submittal for each specification section.
1. In order to expedite construction, the Contractor may make more than 1 submittal per specification section, but a single submittal may not cover more than 1 specification section:
 - a. The only exception to this requirement is when 1 specification section covers the requirements for a component of equipment specified in another section.
 - b. For example, circuit breakers are a component of switchgear. The switchgear submittal must also contain data for the associated circuit breakers, even though they are covered in a different specification section.
- D. Prepare submittals in the English language. Do not include information in other languages.
- E. Present measurements in customary American units (feet, inches, pounds, etc.).
- F. Must be clear and legible, and of sufficient size for presentation of information.
- G. Page size other than drawings:
1. Minimum page size will be 8 1/2 inches by 11 inches.
 2. Maximum page size will be 11 inches by 17 inches.
- H. Drawing sheet size:
1. Maximum sheets size: 22-inch by 34-inch.
 - a. Minimum plan scale: 1/8-inch equals 1 foot-0 inches.
 - b. Minimum font size: 1/8 inch minimum.
 2. 11-inch by 17-inch sheet:
 - a. Minimum plan scale: 1/8-inch equals 1 foot-0 inches.
 - b. Minimum font size: 1/8 inch minimum.
- I. If submittal is more than 80 pages, additionally provide hardcopy.

- J. Show dimensions, construction details, wiring diagrams, controls, manufacturers, catalog numbers, and all other pertinent details.
- K. Provide submittal information from only 1 manufacturer for a specified product. Submittals with multiple manufacturers for 1 product will be rejected without review.

1.03 SUBMITTAL ORGANIZATION

- A. Organize submittals in exactly the same order as the items are referenced, listed, and/or organized in the specification section.
- B. For submittals that cover multiple devices used in different areas under the same specification section, the submittal for the individual devices must list the area where the device is used.
- C. Bookmarks:
 - 1. Bookmarks shall match the table of contents.
 - 2. Bookmark each section (tab) and heading.
 - 3. Drawings: Bookmark at a minimum, each discipline, area designation, or appropriate division.
 - 4. At file opening, display all levels of bookmarks as expanded.
- D. Where applicable (i.e., except for drawings, figures, etc.) submittal content shall be electronically searchable utilizing the PDF file as submitted.
- E. Thumbnails optimized for fast web viewing.
- F. Sequentially number pages within the tabbed sections:
 - 1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- G. Attachments:
 - 1. Specification section: Include with each submittal a copy of the relevant specification section.
 - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (✓) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - 2. Drawings: Include with each submittal a copy of the relevant Drawing, including relevant addendum updates.
 - a. Indicate either compliance with a check (✓) or deviation with a consecutive number (1, 2, 3).
 - 1) Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - 2) Provide field dimensions and relationship to adjacent or critical features of the Work or materials.
- H. Contractor: Prepare submittal information in sufficient detail to show compliance with specified requirements.
 - 1. Determine and verify quantities, field dimensions, product dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.

3. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
- I. Contractor: Prepare "Or Equal" submittal information.
1. Provide standard submittal requirements.
 - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
 2. Provide reason the specified product is not being provided.
 3. Explain the benefits to the Owner for accepting the "Or Equal".
 4. Itemized comparison of the proposed "Or Equal" with product specified including a list of significant variations:
 - a. Design features.
 - b. Design dimensions.
 - c. Installation requirements.
 - d. Operations and maintenance requirements.
 - e. Availability of maintenance services and sources of replacement materials.
 5. Reference projects where the product has been successfully used:
 - a. Name and address of project.
 - b. Year of installation.
 - c. Year placed in operation.
 - d. Name of product installed.
 - e. Point of contact: Name and phone number.
 6. Define impacts:
 - a. Impacts to other contracts.
 - b. Impacts to other work or products.
 7. Contractor represents the following:
 - a. Contractor bears the burden of proof of the equivalency of the proposed "Or Equal".
 - b. Proposed "Or Equal" is equal or superior to the specified product.
 - c. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed "Or Equal", unless Owner requires a Special Warranty.
 - d. Contractor will coordinate installation of accepted "Or Equal" into the Work and will be responsible for the costs to make changes as required to the Work.
 - e. Contractor waives rights to claim additional costs caused by proposed "Or Equal" which may subsequently become apparent.
- J. Contractor: Prepare substitution submittal information.
1. Provide standard submittal requirements.
 - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
 2. Provide reason the specified product is not being provided.
 3. Explain the benefits to the Owner for accepting the substitution.
 4. Itemized comparison of the proposed substitution with product specified including a list of significant variations:
 - a. Design features.
 - b. Design dimensions.
 - c. Installation requirements.
 - d. Operations and maintenance requirements.
 - e. Availability of maintenance services and sources of replacement materials.

5. Reference projects where the product has been successfully used:
 - a. Name and address of project.
 - b. Year of installation.
 - c. Year placed in operation.
 - d. Name of product installed.
 - e. Point of contact: Name and phone number.
6. Define impacts:
 - a. Impacts to Contract Price.
 - 1) Required license fees or royalties.
 - 2) Do not include costs under separate contracts.
 - 3) Do not include Engineer's costs for redesign or revision of Contract Documents.
 - b. Impacts to Contract Time.
 - c. Impacts to Contract Scope.
 - d. Impacts to other contracts.
 - e. Impacts to other work or products.
7. Contractor represents the following:
 - a. Contractor shall pay associated costs for Engineer to evaluate the substitution.
 - b. Contractor bears the burden of proof of the equivalency of the proposed substitution.
 - c. Proposed substitution does not change the design intent and will have equal performance to the specified product.
 - d. Proposed substitution is equal or superior to the specified product.
 - e. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed substitution, unless Owner requires a Special Warranty.
 - f. Contractor will coordinate installation of accepted substitution into the Work and will be responsible for the costs to make changes as required to the Work.
 - g. Contractor waives rights to claim additional costs caused by proposed substitution which may subsequently become apparent.

1.04 SUBMITTAL METHOD AND FORMAT

A. Submittal identification numbering:

1. Number each submittal using the format defined below:

	Spec Section Number	Dash	Initial Submittal - Sequential Number	Decimal Point	Subsequent Submittal Revisions Sequential Number
<i>Example 1 Description</i>	<i>Cast-In-Place Concrete</i>		<i>8th initial submittal</i>		
	03 30 00	-	0008		
<i>Example 2 Description</i>	<i>Cast-In-Place Concrete</i>		<i>8th initial submittal</i>		<i>First revision to the 8th initial submittal</i>
	03 30 00	-	0008	.	1

- B. Deliver submittals via email to Engineer at DarylH@daengineering.net unless another mutually agreeable method is designated. If submittal is greater than 80 pages, and the Engineer requests it, the Contractor shall mail one (1) hard copy of the submittal to the Engineer at:

Attn: Daryl Heigher Domenichelli & Associates
5180 Golden Foothill Parkway, Suite 220
El Dorado Hills, CA 95762

C. Submittals in electronic media format:

1. General:
 - a. Provide all information in PC-compatible format using Windows® operating system as utilized by the Owner and Engineer.
2. Text:
 - a. Provide text documents and manufacturer's literature in Portable Document Format (PDF).
3. Graphics:
 - a. Provide graphic submittals (drawings, diagrams, figures, etc.) utilizing Portable Document Format (PDF).

- D. Submit the hardcopy submittal in the format provided in Attachment A - Contractor Submittal Transmittal Form.

1.05 SUBMITTAL PROCEDURE

A. Engineer: Review submittal and provide response:

1. Review description:
 - a. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.

- b. Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
 - c. Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
 - d. Engineer's review does not extend to:
 - 1) Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2) Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3) Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
 - a) Engineer can Approve or Not Approve any exception at their sole discretion.
2. Review timeframe:
- a. Except as may be provided in technical specifications, a submittal will be returned within 10 calendar days.
 - b. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
 - c. Engineer's acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
 - d. Critical submittals:
 - 1) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.
3. Schedule delays:
- a. No adjustment of Contract Times or Contract Price will be allowed due to Engineer's review of submittals, unless all of the following criteria are met:
 - 1) Engineer has failed to review and return first submission within the agreed upon time frame.
 - 2) Contractor demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return submittal within time indicated and accepted by Engineer.
4. Review response will be returned to Contractor with one of the following dispositions:
- a. Approved:
 - 1) No Exceptions:
 - a) There are no notations or comments on the submittal and the Contractor may release the equipment for production.
 - 2) Make Corrections Noted - See Comments:
 - a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
 - b) Resubmittal not required.
 - (i) Make Corrections Noted - Confirm:

- (a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
 - (b) Submit confirmation specifically addressing each notation or comment to the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
 - b. Not approved:
 - 1) Correct and resubmit:
 - a) Contractor may not proceed with the Work described in the submittal.
 - b) Contractor assumes responsibility for proceeding without approval.
 - c) Resubmittal of complete submittal package is required within 30 calendar days of the date of the Engineer's submittal review response.
 - 2) Rejected - See Remarks:
 - a) Contractor may not proceed with the Work described in the submittal.
 - b) The submittal does not meet the intent of the Contract Documents. Resubmittal of complete submittal package is required with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
 - c. Receipt acknowledged - Filed for record:
 - 1) This is used in acknowledging receipt of informational submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc.
 - d. Receipt acknowledged with comments - Resubmit:
 - 1) This is used in acknowledging receipt of informational submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc. Feedback regarding missing information, conflicting information, or other information that makes it incomplete can be made with comments.
- B. Contractor: Prepare resubmittal, if applicable:
 - 1. Clearly identify each correction or change made.
 - 2. Include a response in writing to each of the Engineer's comments or questions for submittal packages that are resubmitted in the order that the comments or questions were presented throughout the submittal and numbered consistent with the Engineer's numbering.
 - a. Acceptable responses to Engineer's comments are listed below:
 - 1) "Incorporated" Engineer's comment or change is accepted and appropriate changes are made.
 - 2) "Response" Engineer's comment not incorporated. Explain why comment is not accepted or requested change is not made. Explain how requirements will be satisfied in lieu of comment or change requested by Engineer.
 - 3. Reviews and resubmittals:
 - a. Contractor shall provide resubmittals which include responses to all submittal review comments separately and at a level of detail commensurate with each comment.
 - b. Contractor responses shall indicate how the Contractor resolved the issue pertaining to each review comment. Responses such as "acknowledged" or "noted" are not acceptable.

- c. Resubmittals which do not comply with this requirement may be rejected and returned without review.
 - 1) Contractor shall be allowed no extensions of any kind to any part of their contract due to the rejection of non-compliant submittals.
 - 2) Submittal review comments not addressed by the Contractor in resubmittals shall continue to apply whether restated or not in subsequent reviews until adequately addressed by the Contractor to the satisfaction of the reviewing and approving authority.
 - d. Any resubmittal that does not contain responses to the Engineer's previous comments shall be returned for Revision and Resubmittal. No further review by the Engineer will be performed until a response for previous comments has been received.
- 4. Resubmittal timeframe:
 - a. Contractor shall provide resubmittal within 15 days.
 - b. When a resubmittal cannot be returned within the specified period, Contractor shall notify Engineer in writing.
- 5. Review costs:
 - a. Costs incurred by Owner as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor.
 - b. Reimbursement to Owner will be made by deducting such costs from Contractor's subsequent progress payments.

1.06 PRODUCT DATA

- A. Edit submittals so that the submittal specifically applies to only the product furnished.
- B. Neatly cross out all extraneous text, options, models, etc. that do not apply to the product being furnished, so that the information remaining is only applicable to the product being furnished.

1.07 SHOP DRAWINGS

- A. Contractor to field verify elevation, coordinates, and pipe material for pipe tie-in to pipeline or structure prior to the preparation of shop drawings.
- B. Indicate project designated equipment tag numbers for submittal of devices, equipment, and assemblies.

1.08 SAMPLES

- A. Details:
 - 1. Submit labeled samples.
 - 2. Samples will not be returned.
 - 3. Provide number of sample submittals as below:
 - a. Total: 2 minimum.
 - 1) Owner: 1.
 - 2) Engineer: 1.
 - 3) Contractor: None.

PART 2 - NOT USED.

PART 3 - NOT USED.

END OF SECTION

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SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Furnishing, maintaining, and removing construction facilities and temporary controls, including temporary utilities, construction aids, barriers and enclosures, security, access roads, temporary controls, and removal after construction.

1.02 REFERENCE

A. Occupational Safety and Health Administration (OSHA).

1.03 SUBMITTALS

A. Submit as specified in Section 01 33 00 - Submittal Procedures.

1.04 TEMPORARY UTILITIES

A. Temporary electrical power:

1. Arrange with local utility to provide adequate temporary electrical service.
2. Provide and maintain adequate jobsite power distribution facilities conforming to applicable Laws and Regulations.
3. Provide, maintain, and pay for electric power for performance of the Work.

B. Temporary electrical lighting:

1. In work areas, provide temporary lighting sufficient to maintain lighting levels during working hours not less than lighting levels required by OSHA and state agency which administers OSHA regulations where Project is located.
2. When available, permanent lighting facilities may be used in lieu of temporary facilities:
 - a. Prior to Substantial Completion of the Work, replace bulbs, lamps, or tubes used by Contractor for lighting.

C. Temporary heating, cooling, and ventilating:

1. Heat and ventilate work areas to protect the Work from damage by freezing, high temperatures, weather, and to provide safe environment for workers.

D. Temporary water:

1. Pay for and construct facilities necessary to furnish potable water for human consumption and non-potable water for use during construction.
2. Temporary connections shall be properly protected with backflow devices per City Standards.
3. Remove temporary piping and connections and restore affected portions of the facility to original condition before Substantial Completion.
4. Pay for water used for construction prior to Substantial Completion.

E. Temporary sanitary facilities:

1. Provide suitable and adequate sanitary facilities that are in compliance with applicable Laws and Regulations.
 2. Existing facility use is not allowed.
 3. At completion of the Work, remove sanitary facilities and leave site in neat and sanitary condition.
- F. Temporary fire protection:
1. Provide sufficient number of fire extinguishers of type and capacity required to protect the Work and ancillary facilities.
- G. First aid:
1. Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.
- H. Utilities in existing facilities: As specified in Section 01 14 00 - Work Restrictions.
- I. Temporary piping:
1. Submit layout drawings showing proposed routing of piping, including proposed pipe support and pipe restraint locations.
 2. Submit product data for piping, fittings, appurtenances, restraints, supports, and other components of the temporary piping system.
 3. Submit information at least 28 days prior to when each temporary piping system is scheduled to be installed and allow 14 days for review and comment.

1.05 CONSTRUCTION AIDS

- A. Provide railings, kick plates, enclosures, safety devices, and controls required by Laws and Regulations and as required for adequate protection of life and property.
- B. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads.
- C. Design temporary supports with adequate safety factor to ensure adequate load bearing capability:
1. When requested, submit design calculations by professional registered engineer prior to application of loads.
 2. Submitted design calculations are for information and record purposes only.
- D. Accident prevention:
1. Exercise precautions throughout construction for protection of persons and property.
 2. Observe safety provisions of applicable Laws and Regulations.
 3. Guard machinery and equipment, and eliminate other hazards.
 4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
 5. Before commencing construction work, take necessary action to comply with provisions for safety and accident prevention.
- E. Barricades:
1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
 2. Provide barriers with flashing lights after dark.
 3. Keep barriers in place until excavations are entirely backfilled and compacted.

4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
- F. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers:
 1. Provide devices in accordance with minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- G. Hazards in public right-of-way:
 1. Comply with local jurisdiction standards and requirements for right-of-way barricades and other safety devices.
 2. Mark at reasonable intervals, trenches, and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours:
 - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
 3. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades:
 - a. During hours of darkness, provide warning lights at close intervals.
- H. Hazards in protected areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.
- I. Above grade protection: On multi-level structures, provide safety protection that meets requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- J. Protect existing structures, trees, shrubs, and other items to be preserved on Project site from injury, damage, or destruction by vehicles, equipment, worker or other agents with substantial barricades or other devices commensurate with hazards.
- K. Fences:
 1. Enclose site of the Work with fence adequate to protect the Work against acts of theft, violence, and vandalism.
 2. When entire or part of site is to be permanently fenced, permanent fence may be built to serve for both permanent and temporary protection of the work site, provided that damaged or defaced fencing is replaced prior to Substantial Completion.
 3. Protect temporary and permanent openings and close openings in existing fences to prevent intrusion by unauthorized persons.
 - a. Bear responsibility for protection of plant and material on site of the Work when openings in existing fences are not closed.
 4. During night hours, weekends, holidays, and other times when no work is performed at site, provide temporary closures or enlist services of security guards to protect temporary openings.
 5. Fence temporary openings when openings are no longer necessary.

1.06 SECURITY

- A. Make adequate provision for protection of the work area against fire, theft, and vandalism, and for protection of public against exposure to injury.

1.07 ACCESS ROADS

- A. General:

1. If required, build and maintain access roads to and on site of the Work to provide for delivery of material and for access to existing and operating plant facilities on site.
 2. Build and maintain dust free roads which are suitable for travel at 20 miles per hour.
- B. Off-site access roads:
1. Build and maintain graded earth roads.
 2. Build roads only in public right-of-way or easements obtained by Owner.
 3. Obtain rights-of-way or easements when electing to build along other alignment.
- C. On-site access roads:
1. Maintain access roads to storage areas and other areas to which frequent access is required.
 2. Maintain similar roads to existing facilities on site of the Work to provide access for maintenance and operation.
 3. Protect buried vulnerable utilities under temporary roads with steel plates, wood planking, or bridges.
 4. Maintain on-site access roads free of mud.
 5. Provide controls to prevent vehicles leaving the site from tracking mud off the site onto the public right-of-way.

1.08 TEMPORARY CONTROLS

- A. Dust control:
1. Prevent dust nuisance caused by operations, unpaved roads, excavation, backfilling, demolition, or other activities.
 2. Control dust by sprinkling with water, use of dust palliatives, modification of operations, or other means acceptable to agencies having jurisdiction.
- B. Noise control:
1. Comply with noise and work hours regulations by local jurisdiction. See Section 01 14 00 Work Restrictions for further information.
 2. In or near inhabited areas, particularly residential, perform operations in manner to minimize noise.
 3. In residential areas, take special measures to suppress noise during night hours.
- C. Mud control:
1. Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.

1.09 REMOVAL

- A. Remove temporary facilities and controls before inspection for Substantial Completion or when directed.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Remove underground installations to minimum depth of 24 inches and grade to match surrounding conditions.
- D. Restore existing facilities used during construction to specified or original condition.

PART 2 - PRODUCTS

2.01 NOT USED.

PART 3 - EXECUTION

3.01 NOT USED.

END OF SECTION

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SECTION 02 00 00
SITE CONDITIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Weather Conditions
 - 2. Elevation
 - 3. Naturally Occurring Asbestos

1.02 WEATHER CONDITIONS

- A. Below freezing conditions may exist during the winter months.
- B. 100 degree plus temperatures exist during the summer months.

1.03 ELEVATION

- A. Elevation at the site is approximately 150 feet.

1.04 NATURALLY OCCURRING ASBESTOS (NOA)

- A. This project is located outside a quarter mile buffer zone more likely to contain asbestos or fault line.
- B. Refer to Design-Assist Agreement, Section 5.6.5 – Asbestos Related Work, for additional requirements and responsibilities related to asbestos
- C. If while excavating the contractor sees any materials which appear to contain asbestos fibers, the Contractor is to stop excavation and report the findings to the City immediately.

END OF SECTION

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SECTION 02 00 70
CONSTRUCTION PHOTOGRAPHY

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Construction photography as required to document:
 - 1. Pre-construction conditions
 - 2. Construction activities
 - 3. Post-construction conditions.
- B. Photographs will be particularly useful in documenting the pre-construction conditions of private properties, landscaping, streets, existing facilities, etc.

1.02 RELATED REQUIREMENTS

- A. General Conditions

1.03 USE OF PHOTOGRAPHY

- A. Pre-Construction photography will be used in part to establish pre-construction conditions. Disputes with property owners will be settled through the use of construction photos that will document pre-construction conditions. In the event that the Contractor fails to adequately document pre-construction conditions, the Contractor will be obligated to restore disputed landscaping, yards improvements, etc. to the satisfaction of the property owner.
- B. Contractor shall provide a high-definition video of the work area prior to construction to document the condition of the roadways, driveways and other facilities along the construction corridor.

PART 2 - PRODUCTS

2.01 FORMAT

- A. Format of the photography shall be as follows:
 - 1. All photographs shall be in digital format (.jpg) with date stamp, delivered to the City on a USB device.
 - 2. Photographs shall be color photos and be taken with a high-quality camera rated at a minimum of 16 megapixels.
 - 3. Video shall be in digital format with date stamp on a USB device.

2.02 DATABASE

- A. The photos shall be described in a table, (MS-Excel) that will be used for indexing digital photographs. The table shall have the following fields: address, pre-construction photographs (will be multiple records), construction photographs (will be multiple records), post-construction photographs (will be multiple records).
- B. The Contractor shall populate the table fields indicated with links to the digital photos that correspond to each residence affected by the project as well as public rights-of-way as necessary.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION DOCUMENTATION

- A. Prior to construction, the Contractor will document the conditions of all surface features of the affected areas. This documentation shall be in the format as noted above.
- B. The Contractor is obligated to document the Pre-Construction conditions sufficiently to avoid disputes with property owners and the City regarding the quality of post-construction repairs.
- C. The photographer shall use signs in each photograph that clearly identify each photo by lot number for properties and street name and station number for road work.
- D. Pre-Construction video coverage shall include (at a minimum):
 - 1. The ground surface above all pipes to be placed.
 - 2. All driveways in the project vicinity which construction equipment may access.
 - 3. All curb, gutter and road shoulders, and other surface features in the project vicinity that construction equipment might damage.
- E. Submit one pre-construction video to the City prior to beginning construction. Video shall be labeled with the title, "Pre-Construction Video", the name of the project, name of the Contractor, and date(s) of videotaping. The video photographer should include enough narrative to let a viewer know the time, date, and location of each separate area shown.
- F. Pre-Construction photographs shall include a minimum of two photos from all residential properties that will be excavated. Photos should focus on areas that will be disturbed by the work.
- G. Prior to the beginning of construction, the Contractor shall submit a USB device to the Engineer containing the following information:
 - 1. Photography table with links to color photographs for each address. Only links to pre-construction photographs are required to be completed at this time.

3.02 CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall use construction photographs to document the progress of construction activities, unusual situations, repairs made to buried improvements, accidents, construction disputes, and any other conditions that may be useful in the future. The use of construction photographs should be for the Contractor's benefit to document work completed.
- B. The Contractor shall supply photographs each time a utility is exposed with location and details of the condition noted.

3.03 POST CONSTRUCTION DOCUMENTATION

- A. Provide Post-Construction photographs. Post-Construction photographs will include photos of the completed and repaired work areas. Photos will include enough detail to demonstrate that the Contractor has performed repair and clean-up work. At a minimum, each site that was photographed for a pre-construction photo shall be re-photographed for the post-construction documentation.
- B. Following completion of construction, the Contractor shall submit to the City a USB device with the following information:

1. Photography table with links to color photographs for each location. Links to pre-construction photographs, construction photographs, and post-construction photographs are all required to be completed at this time. This final submittal shall contain all photographs taken and is to replace all USB devices previously submitted to the City.
- C. Post-Construction video shall be made that documents the post-construction conditions of the project sites. Again, the video should include footage of all areas shown in the pre-construction video. Also, the video should include any sensitive areas as indicated by property owner's feedback and concerns.
- D. Submit one copy of each post-construction video to the Engineer immediately following completion of the work and prior to the final payment. Video shall be labeled with title, "Post-Construction Video", the name of the project, name of the Contractor, and date(s) of videotaping. The video photographer should include enough narrative to let a viewer know the time, date and location of each separate area shown.

END OF SECTION

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SECTION 02 05 50
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SUMMARY

- A. Site preparation includes all clearing and grubbing Work.

1.02 JOB CONDITIONS

- A. The Contractor shall determine the actual condition of the site as it affects the Work.
- B. In General, the work will include:
1. Clearing and Grubbing.
 2. The removal and disposal of any material, debris and appurtenances as required to complete the work.

1.03 QUALITY ASSURANCE

- A. General: All work shall be performed in accordance with the local building codes, State Industrial Safety Orders and requirements of the Occupational Safety and Health Act requirements.
- B. Protect existing trees and other vegetation to remain against damage.
1. Do not smother trees by stockpiling construction materials or excavated materials within drip line.
 2. Do not permit foot or vehicular traffic or parking of vehicles within drip line.
 3. Provide temporary protection as required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall notify the Owner's Representative when demolition is complete.

3.02 PERFORMANCE

- A. Clearing and Grubbing
1. The site of all open-cut excavations and areas to be cleared, shall be cleared and grubbed prior to excavation.
 - a. Unless otherwise specified, the Contractor shall remove obstructions such as brush, trees, logs, roots, root balls, heavy sod, vegetation, rock, stones larger than 6 inches in any dimension, broken or old concrete and pavement, debris, and structures.
 - b. Clearing and grubbing in areas of structural improvement such as concrete structures shall be cleared and grubbed as above except that obstructions larger than 2 inches in any dimension shall be removed.

3.03 SALVAGE

- A. None

3.04 REMOVED MATERIAL AND DEBRIS

- A. Where Contractor is directed on the Drawings to “Demolish” or “Remove” material or facilities it is understood that the material will be removed and disposed of offsite unless specifically stated otherwise or directed by the Owner’s Representative.
- B. All removed material and debris shall become the property of the Contractor and shall be removed from the site.
- C. Materials and debris generated by demolition activities shall not be allowed to accumulate. Debris shall be removed daily and disposed of in a lawful manner.

3.05 RESTORATION

- A. Restore adjacent structures and facilities damaged during construction to original or better condition.

END OF SECTION

SECTION 02 07 50

PROTECTION, TESTING, AND RESTORATION OF EXISTING FACILITIES

PART 1 - GENERAL REQUIREMENTS

1.01 SCOPE

- A. This section is intended to include requirements associated with protection, testing, and restoration of existing facilities such as underground utilities, sprinkler systems, utility poles, surface improvements, and survey markers.
- B. The Contractor shall provide all materials and equipment to accomplish the work described. Materials shall comply with the governing agency specifications.

1.02 NOTIFICATION OF UTILITIES

- A. Utility Owners and the City of Roseville are to be contacted by the Contractor prior to any excavation activities requesting locations on underground utilities and services on a street by street basis. Should any apparent interferences exist, the Engineer shall be immediately notified.
- B. Contractor shall utilize the services of Underground Service Alert (USA) and shall obtain a USA ticket and keep the ticket current during excavating. USA may be contacted at 1-800-227-2600.
- C. In the event that a conflicting utility is damaged, the utility owner shall be notified immediately and given the opportunity to specify repair materials and methods.

1.03 PROTECTION OF FACILITIES

- A. The Contractor shall take all necessary measures to avoid damage to existing surface and underground utility facilities in and near the site of the work. No error or omission on the drawings shall be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures. The Contractor shall indemnify the City of Roseville and hold it harmless from any and all claims, demands, or liability made or asserted by any person or entity on account of, or in connection with any damage to such surface or underground facilities caused by the Contractor or any of his agents or subcontractors.
- B. Exact locations and depths of all underground utilities shall be verified, by uncovering, prior to commencing any WORK activities. When such exploratory excavations show the underground utility locations as indicated in Contract Documents to be in error, the Contractor shall immediately notify the Engineer in writing.
- C. The drawings for the Work show the underground utilities on the site insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc., on or adjacent to the construction site.
- D. The Contractor shall make the necessary arrangements to have a PG&E inspector verify the crossing of PG&E facilities. This includes, but is not limited to, notifying a PG&E inspector if the existing gas line being crossed has pre-existing or failing condition (e.g. coating delamination). Prior to backfill, the Contractor shall get the PG&E inspector's authorization (e.g. written acknowledgement) that gas lines are in a satisfactory condition for backfill.

- E. Any excavation within 5-feet of existing overhead utility poles requires notification of Roseville Electric and coordinate a minimum of 2-weeks in advance of doing the work. Contact Joseph McKinney at (916) 241-6776.

1.04 INTERRUPTION TO UTILITIES

- A. Where utilities are to be relocated, Contractor shall make proper application to the owners of the conflicting utilities and notify Engineer of specified time and conditions of necessitated WORK.
- B. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other WORK.
- C. No additional compensation for any breaks or other delays associated with working around existing utility lines (gas, water, sewer, irrigation, etc.) will be made. The Contractor assumes the responsibility to protect such utilities in their current condition and location and if damaged shall not claim loss of production nor seek reimbursement should the Contractor cause damage to the utility.
- D. Contractor is responsible and assumes all liability to retain and protect all utility poles within or beyond the specified pay limit.
- E. Contractor is responsible and assumes all liability to protect all curb, gutter, and drain inlets within or beyond the specified pay limit.
- F. Contractor accepts responsibility for repair of utilities damaged during construction whether shown on the plans or not.

1.05 UNIDENTIFIED EXISTING UTILITIES

- A. If, in the performance of the work, an existing facility is encountered which is not shown on the drawings and is not apparent or inferable from visual inspection of the site, the Inspector shall be notified immediately. The City will determine whether the drawings or specifications shall be modified, or whether existing utility shall be relocated or whether the Contractor shall work around the existing utility. If appropriate, the determination of the City shall be incorporated in a Change Order for extra work pursuant to the General Conditions.

1.06 PROTECTION OF SURVEY AND STREET MARKERS

- A. Survey markers or other existing street markers shall not be destroyed, removed, or otherwise disturbed without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration by the Contractor.
- B. All survey markers or points disturbed, will be accurately restored by the Contractor after all WORK is complete. The Contractor is responsible to replace survey markers per the City of Roseville's Design and Construction Standards and obtain approval from the City prior to final closeout of the project.

1.07 PROTECTION OF TREES

- A. Any construction work within the dripline of any tree shall conform the following:
 - 1. No tree shall be removed without the expressed written permission of the City and the property owner.

2. Hand excavation may be required to avoid damage to roots 2 inches in diameter and larger. Cutting or breaking roots 2 inches in diameter or larger may require trimming of the tree to the satisfaction of the property owner or City of Roseville.

1.08 DECORATIVE HARDSCAPE

- A. The Contractor shall make their own observations of properties where decorative hardscape exists (e.g. stamped and/or colored concrete, pavers, rock, decorative curbing, decking) that may be impacted by the Contract work. Any decorative hardscape impacted shall be the Contractor's sole responsibility to repair or replace the in-kind or better at no additional cost to the City. The Contractor shall coordinate with the property owner and make any necessary repairs or replacements to the property owner's satisfaction. All costs for making such repairs or replacement shall be included in the Contract price.

PART 2 - PRODUCTS

2.01 REPLACEMENT IN KIND

- A. Unless indicated otherwise or specifically authorized by a utility owner, reconstruct utilities with new material of the same size, type, and quality as that removed.
- B. Unless indicated otherwise or specifically authorized in writing by the property owner, all repairs or replacement to landscape and hardscape on private property shall be of new material to in-kind or better materials.

PART 3 - EXECUTION

3.01 GENERAL

- A. Replace all improvements such as curbs and gutters, drain inlets, barricades, speed tables, traffic islands, signalization, fences, signs, etc. that are cut, removed, damaged, or otherwise disturbed by construction per the City of Roseville Design and Construction Standards.
- B. Where utilities are parallel to or cross the construction, but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner a minimum of 48 hours in advance of the crossing and coordinate the construction schedule with the utility owner's requirements.
- C. Determine the true location and depth of utilities and service connections that may be affected by or affect the work by potholing the utility. Determine the type, material, and condition of these utilities. All investigative results shall be provided to the engineer a minimum of 14-days in advance in order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in the work.

3.02 PROCEDURES

- A. Protect in place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified.
- B. Cut and Cap Ends: Cut abandoned utility lines and cap the ends. Legally dispose of cut pipe and other removed items.

- C. Tees or outlets cut and capped on existing waterlines remaining in service will be subjected to the same leak standards as new pipe. Contractor shall account for thrust and pressure in the existing line when cutting and capping outlets.
- D. Remove and Reconstruct:
 - 1. Where indicated in the drawings, or as required by the City's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary services for the disconnected utility.

3.03 COMPACTION

- A. Utilities Protected in Place:
 - 1. Contractor shall backfill and compact under and around the utility.
- B. Sewer Crossing Procedures:
 - 1. When crossing a sewer service, lateral or main the contractor shall protect the existing facility in place. Backfill material between the sewer service, lateral or main and the waterline shall be CLSM for 10ft each side of the pipe intersection unless specified otherwise in the plans. Any damaged sewer service, lateral or main shall be replaced per the City of Roseville's Design and Construction Standards at the Contractor's expense.
- C. Alternative Construction, Sand Slurry:
 - 1. Sand slurry consisting of one sack (94 pounds) of Portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for review and approval by the City's Representative prior to construction.

3.04 LAWN/LANDSCAPE REPLACEMENT

- A. Any lawns damaged by construction shall be replaced with nursery grown sod matching the existing grass type at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to pre-construction conditions. Seeding may be allowed on a case by case basis to achieve better match with existing grass, if adequate soil preparation is performed and watering arrangements are made with the owner.
- B. All landscaping, including plants, flowers, and/or other vegetation damaged by construction shall be replaced or repaired at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to pre-construction conditions.

3.05 YARD STRUCTURES/HARDSCAPE

- A. Any structures including driveways, fences, walkways, concrete, asphalt, pavers, decking, etc. damaged by construction shall be replaced or repaired at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair or replacement has been made to restore private property to pre-construction conditions.

3.06 PAVEMENT AND STRIPING

- A. All pavement and striping disturbed during the project shall be replaced in kind with the exception of minor residential streets, where striping can be replaced with standard

paint in lieu of thermoplastic striping. Pavement and striping within commercial areas shall be approved by the property owner.

- B. Approvals shall be provided to the City in the form of a letter signed by the owner.

3.07 PRIVATE UTILITIES

- A. All private utilities disturbed during the project such as irrigation systems, yard lighting systems, etc., shall be replaced or repaired at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to preconstruction conditions.

****END OF SECTION****

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SECTION 02 20 00 EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies earthwork activities consisting of excavation, filling, grading, and excess material control for non-trenching work.
- B. Trenching: See Section 31 23 33 - Trench Excavation Backfill Compaction
- C. Naturally Occurring Asbestos: See Section 02 00 00 - Site Conditions

1.02 REFERENCES

- A. The following documents are a part of this section insofar as they are specified and modified herein. In case of conflict between the requirements of this Section, and the following documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
California Test Method 217	Method of Test for Sand Equivalent
ASTM C136	Method of Test for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D420	Standard Recommended Practice for Investigating and Sampling Soil and Rock for Construction Purposes
ASTM D1556	Method of Test for Density of Soil in Place by the Sand-Cone Method
ASTM D1557	Method of Test for Moisture-Density Relations of Soils, Using 10 lb. (4.5 kg) Hammer and 18 in. (457 mm) Drop
ASTM D2049	Standard Test Method for Relative Density of Cohesionless Soils
ASTM D2922	Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3017	Method of Test for Moisture Content of Soil and Soil Aggregates in Place by Nuclear Methods (Shallow Depth)
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
Caltrans	Standard Specifications

1.03 DEFINITIONS

- A. Compaction: The degree of compaction is specified as percent of relative compaction. Relative compaction refers to the maximum relative densities of soil obtainable at optimum moisture content.

- B. Excavation Slope: Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.
- C. Embankment Slope: Embankment slope shall be defined as an inclined surface formed by placement of material above existing grade.

1.04 SYSTEM DESCRIPTION

- A. Refer to the project Geotechnical Evaluation Report for project specific information.

1.05 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder.
- B. Submit current technical data for each type of material specified to prove compliance with the specifications.
- C. Samples of fill materials to be used shall be submitted 20 days in advance of use. Samples shall consist of 1.0 cubic foot of each type of material proposed. This shall include onsite materials.

1.06 QUALITY ASSURANCE

- A. The contractor shall retain a qualified geotechnical engineer and testing laboratory to perform all required soils investigations and provide geotechnical data necessary for the Work. All costs for geotechnical data and reporting shall be borne by the Contractor. The Contractor's geotechnical work shall apply to the trench fill material and its compaction. The City will provide its own geotechnical study to determine an applicable pavement section for the contractor to use in the road replacement work.
- B. The Contractor will take samples and perform tests for compliance with the specifications, including but not limited to Atterberg limits, specific gravity, sand equivalent, R-value, durability, moisture content, gradation, compaction, and density tests during placement of backfill materials. The Contractor shall remove surface material at locations designated by the Owner's Representative and provide such assistance as necessary for sampling and testing.
- C. The Owner's Representative may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to verify compliance with these specifications. The Contractor will bear the costs for sampling, testing and retesting performed under this Paragraph.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. Drain Rock:
 - 1. Drain Rock material shall be clean crushed granular material, commonly known as coarse aggregate, conforming to CALTRANS Standard Specification Section 90-3.02.
 - 2. Contractor may propose 1-1/2 inch x 3/4 inch gradation or 1 inch x No. 4 gradation. However, once selected the same gradation must be used throughout the project.
 - 3. Drain Rock shall be composed of hard, durable, and sound pieces of rock having a specific gravity of not less than 2.65.

- B. Class 2 Aggregate Base: Class 2 Aggregate Base shall be ¾-inch maximum size free from organic or other deleterious substances, in conformance with CALTRANS Standard Specifications Section 26.

<u>U.S. Standard Sieve Size</u>	<u>Percent by Weight Passing</u>
1 inch	100
¾ inch	90 - 100
No. 4	35 - 60
No. 30	10 - 30
No. 200	2 - 9

<u>Test</u>	<u>Minimum Value</u>
Resistance (R Value)	78
Sand Equivalent	22
Durability Index	35

PART 3 - EXECUTION

3.01 GENERAL

A. Removal of Obstructions

1. The Contractor shall remove all brush, trees, logs, stumps, roots, heavy sods, heavy growth of grass, all decayed vegetative matter, fences, and all structures where the proper construction and completion of the Work require their removal. The Contractor shall also remove all rocks, stones, broken concrete and pavement, debris and all obstructions of whatsoever kind or character, whether natural or artificial, encountered in the Work.
2. Material that is removed as hereinbefore specified, and is not to be incorporated in the Work, shall be properly disposed of off the site.

B. Surplus Material

1. Unless otherwise specified, surplus excavated material shall be disposed of in accordance with applicable ordinances and environmental requirements.
2. No excavated material shall be deposited on private property unless written permission from the Owner thereof is secured by the Contractor. Before the City will accept the work as being completed, the Contractor shall file a written release signed by all property owners with whom the Contractor has entered into agreements for disposal of excess excavated material absolving the City from any liability connected therewith.
3. The Contractor shall satisfy himself that there is sufficient material available for the completion of the required earthwork before disposing of any material inside or outside the site. The Contractor shall replace shortage of material, caused by premature disposal of any material by the Contractor.
4. Material shall not be stockpiled to a depth greater than 5 feet above finished grade within 25 feet of any excavation or structure except for those areas designated to be pre-consolidated. For these areas, the depth of stockpiled material shall be as

specified. The Contractor shall maintain stability of the soil adjacent to any excavation.

C. Finish Grading

1. Finished grade will be as required for proper drainage, except where a local change in elevation is required to match sidewalks, curbs, manholes and catch basins. Allowance for topsoil and grass cover, and subbase and pavement thickness shall be made so that the specified thickness of topsoil can be applied to attain the finished grade.
2. When the Work is at an intermediate stage of completion, the lines and grades shall be as specified plus or minus 0.5 foot to provide adequate drainage.
3. If the soil is to be cultivated or straw is to be incorporated into the surface, rocks larger than 2-1/2 inches in maximum dimension, roots and other debris on the surface of the slope shall be removed and disposed of prior to cultivation or placement of straw.

D. Control of Erosion

1. The Contractor shall maintain earthwork surface true and smooth and protected from erosion. Where erosion occurs, the Contractor shall provide fill or shall excavate as necessary to return earthwork surfaces to the grade and finish specified.

3.02 FILL

- A. Fill material shall be placed in horizontal layers and compacted with power-operated tampers, rollers, idlers, or vibratory equipment. Material type, maximum layer depth, relative compaction, and general application are specified in the following table.

Material Type	Maximum Loose Layer Depth, Inches	Minimum Relative Compaction, Percent	General Application
Class 2 Aggregate Base	8	95	Slabs on grade
Class 2 Aggregate Base	8	95	Below structures except as shown on the Drawings
Class 2 Aggregate Base	6	90 95	Structural backfill adjacent to structures Upper 1 foot of structural backfill
Class 2 Aggregate Base	8	90 95	Roadway subgrade or embankment fill Upper 1 foot of roadway or embankment fill

3.03 EARTHWORK FOR STRUCTURES

A. Structure Excavation

1. The bottom shall not be more than 0.15 foot above or below the lines and grades specified. If the elevation or structure excavation is not specified, the excavation shall be not more than 0.15 foot above or below the elevation specified for fill

material below the structure. Slopes shall vary no more than 0.5 foot from specified grade unless the excavation is in rock where the maximum variation shall be 2 feet.

2. Unless otherwise specified, excavations shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services, and for inspection, except where concrete is specified to be placed directly against excavated surfaces.

B. Structural Fill and Backfill

1. Structural Fill and Backfill shall conform to the requirements of this Section or as shown on the Drawings. In the case of a conflict the more restrictive requirement shall govern.
2. After completion of construction below the elevation of the final grade, and prior to backfilling, forms shall be removed and the excavation shall be cleaned of debris.
3. Structure backfill shall not be placed until the subgrade portions of the structure have been inspected. No backfill material shall be deposited against concrete structures until the concrete has developed a compressive strength of not less than the specified 28 day concrete strength.
4. Backfill material shall be placed in uniform layers with uncompacted thickness of not more than 8 inches and shall be brought up uniformly on all sides of the structure. Each layer of backfill shall be compacted to a relative compaction of not less than 90 percent. The top 12 inches shall be compacted to at least 95 percent relative compaction. Where the backfill is under roadway or traffic area, the material within 12 inches below the roadbase shall be compacted to a relative compaction of not less than 95 percent. Compaction by means of water jetting or water ponding shall not be permitted.
5. Unless otherwise specified, backfill around and above pipelines within the excavation line of any structure shall be the same as that specified for structures.
6. Controlled Density Fill may be used for structural backfill as shown on the Drawings.

C. Drain Rock

1. Drain rock below and around structures shall be completely encased in filter fabric.
 - a. Seams shall be overlapped a minimum of 3 feet.
 - b. Repair all tears and cuts in fabric prior to backfill.
 - c. Take precautions to not damage fabric during backfill.
2. Drain rock to be placed under structures shall be compacted with 2 to 4 passes of a vibrating compactor into an even surface to minimize migration of finer material that may be placed on top of the rocks.

3.04 EXCAVATION AND BACKFILL FOR PIPELINES AND CONDUITS

A. Excavation

1. Unless otherwise specified or indicated, excavation for pipelines and conduits shall be open cut. Trenching machines are not recommended for this project. Their use will likely result in damage to existing facilities.
2. Where, in the opinion of the Owner's Representative, the undisturbed condition of the natural soils below the excavation grades indicated or specified is inadequate for the support of the planned pipeline, the Owner's Representative will direct the Contractor to over-excavate to adequate supporting soils and backfill the excavated space to the proper elevation.

3. Unless otherwise shown, trenches shall be excavated at least 6 inches below the final elevation of the barrel of the pipe.

B. Trench Width

1. The maximum and minimum allowable trench width shall be as shown in the City Standard Details or the contract drawings. The maximum width shall be inclusive of all sheeting, lagging and bracing.
2. Wherever the maximum allowable trench width is exceeded for any reason, the Contractor shall provide improved bedding and/or extra strength pipe, as directed by the Owner's Representative.
3. All pipelines shall have minimum of 6 inches bedding material below the barrel of the pipe. Bedding shall be placed and compacted as specified for initial trench backfill and shall be placed to provide uniform support for the pipe.
4. Where, in the opinion of the Owner's Representative, stabilization of the undisturbed foundation below the 6-inch bedding of the over-excavated depth as shown is required because of the soft, spongy or unstable condition, backfill selected by the Owner's Representative shall be placed in the trench bottom. Stabilization measures will be required per the City's Standard Details.

C. Initial Backfill

1. After the pipe has been properly laid and inspected, initial backfill shall be placed around the pipe to a depth over the pipe as shown in the Drawings. The backfill material shall be placed in horizontal layers and compacted by power-operated tampers, rollers, or vibratory equipment to the relative compaction in accordance with Fill Requirements. Jetting of bedding or initial backfill is not allowed.
2. Each layer shall be compacted to the specified relative compaction prior to placing subsequent layers. The thickness of the loose layer may be increased, at the City's discretion, when in-place compaction tests satisfactory to the Owner's Representative show that the specified relative compaction can be obtained. No further backfilling will be permitted until the Owner's Representative has accepted the initial backfill.

D. Subsequent Backfill

1. Above the level of initial backfill, the trench shall be filled with material as specified unless otherwise indicated on the Drawings. The backfill material shall be placed in horizontal layers and shall have a moisture content such that the required degree of compaction may be obtained. Each layer shall be compacted by power-operated tampers, rollers or other suitable equipment to the relative compaction as indicated in same table. Each layer shall be compacted to the specified relative compaction prior to placing subsequent layers.

3.05 SITE FILL

- A. Unless otherwise specified general site fill material shall be Select Fill or Engineered Fill compacted to a relative compaction of at least 90 percent. If the existing slope in an area to be filled is steeper than 5:1, the Contractor shall bench the area prior to filling.

END OF SECTION

SECTION 02 49 10
LANDSCAPE REPAIRS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, equipment, and materials necessary to perform the following work as indicated on the drawings and specified herein:
 - 1. Finish Grading
 - 2. Lawn and Grass Restoration
 - 3. Concrete and Hardscape Restoration
 - 4. Soil Preparation
 - 5. Clean Up
 - 6. Maintenance
 - 7. Guarantee

1.02 RELATED WORK AND REFERENCES

- A. Section 02 07 50 – Protection, Testing, and Restoration of Existing Facilities ASPA (American Sod Producers Association) -Guideline Specification for Sodding
- B. Latest Edition of the City of Roseville Design and Construction Standards

1.03 EXISTING CONDITIONS

- A. Contractor shall visit the site and become familiar with all conditions relative to landscaping, hardscape, elevations, soils, area of work, clearances, etc.; no extra payment will be allowed for work occasioned by improper appraisal of existing conditions. Contractor shall document existing conditions with photographs and video per the City of Roseville's Design and Construction Standards and Specification 02 00 70 – Construction Photography.
- B. Existing landscaping and hardscape shall be preserved wherever possible.

1.04 PROPERTY OWNER COORDINATION

- A. The Contractor is made aware that the City has not made any Right of Entry agreements with property owners within the project area. The Contractor shall be solely responsible for preparing and distributing project notifications and coordinating any activity on private property with the property owner. Contractor is required to provide copies of notification materials in advance for approval. Contractor must also inform the City when properties are provided notifications.

1.05 LANDSCAPING

- A. Contractor shall replace all damaged landscaping with plants similar in variety, size, and shape to the existing landscaping. In the event that like landscaping is not commercially available, the Contractor shall coordinate with the property owner for a replacement. In no case will the Contractor be required to replace landscaping to a higher value than the existing without additional considerations from the City.

1.06 HARDSCAPING

- A. Concrete, asphalt, pavers, and other hardscaping shall be sawcut as appropriate and replaced. Repairs shall be made to the City of Roseville's Design and Construction

Standards, contract specifications, and the Owner acceptance. Alternative methods of repair shall be approved by the property owner and the City Representative.

- B. Replacement of hardscaped surfaces shall match existing to the fullest extent possible including, but not limited to, exposed aggregate, stamped concrete, colored concrete, brick, stone, bark, wood, planter box, etc.
 - 1. Decorative hardscape repairs or replacements will require the Contractor to matching stamps, colors, paver types, and material type, etc.
- C. Contractor's personnel physically performing this replacement work shall have a minimum of five (5) years of experience in performing related hardscape work and shall demonstrate a high level of competence.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver Sod to the site on pallets within 24 hours of stripping.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 - MATERIALS

2.01 SOIL CONDITIONER

- A. Shall be treated bark, 1/4" size, Vita-Bark Nursery Mix, or equal.

2.02 GROWING MEDIA

- A. Topsoil: Natural, fertile, agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than six (6) percent organic matter, and corrected to pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, cough grass, noxious weeds, and foreign matter. Not exceeding twelve (12) inches in depth.
- B. Fertilizer: Use commercial fertilizer formulation required by soil analysis. Deliver fertilizer mixed as specified in standard size bags showing weight, analysis, name of manufacturer. Store in a weatherproof storage location in such a manner that it will be kept dry and its effectiveness will not be impaired.

2.03 HYDRO MULCH AND SEEDING

- A. Provide hydro-mulch and seeding (if approved in lieu of sod) for any lawn or landscape area disturbed.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION DOCUMENTATION

- A. Prior to construction, the Contractor will document the conditions of all surface features of the affected areas.

3.02 FINISH GRADING

- A. Drainage: make entire area within the impacted area smooth and even and ensure adequate drainage of all areas. There shall be no depressed areas where water is trapped creating wet or ponding areas. Should this be discovered by the City before or after completion of the landscape, the Contractor shall correct the problem at no expense to the City.

- B. Finish Grades: Ensure that finish grades shall be 1/2" below surface of paved areas.
- C. Scars: Eliminate any erosion or construction scars.
- D. Private Concrete and Pavers Areas: The Contractor shall prepare the subgrade under the existing concrete or paver area to match that of the existing condition. Compact subgrade to a minimum 90% relative compaction.

3.03 SOIL PREPARATION

- A. All areas to be seeded or shrub planting beds shall be cleared and weeded. Fertilizer shall be applied in accordance with the recommendations of the nursery supplying the plants.

3.04 PLANTINGS

- A. Trees: Plant, stake, fertilize and provide initial watering in accordance with supplying nursery recommendations.
- B. Shrubs: Plant, support, fertilize and provide initial watering in accordance with supplying nursery recommendations.
- C. Sod: Sod shall match the existing grass type and shall be planted, fertilized, and watered in accordance with supplying nursery recommendations.

3.05 WEED CONTROL

- A. Apply pre-emergent weed control to all shrub planting beds after completion of all planting. Follow manufacturer's direction. Do not allow any weed control in the seeded areas. After applying the pre-emergent weed control, do not over-water any areas to prevent the washing away of pre-emergent weed control.
- B. If the area has existing weed barrier fabric that is damaged, replace in kind.

3.06 MAINTENANCE

- A. Until the City's Acceptance of Project: The 2-month maintenance period will commence upon completion of the repairs and/or tree and shrub planting as verified by the City Representative as a result of an on-site visit. Completion of the maintenance period shall be verified by another on-site visit. The Contractor shall request both on-site visits, in writing, five days in advance. If landscaping or maintenance is unacceptable, the maintenance period shall continue until final acceptance of the job by the City Representative.
- B. Replacements: All dead plant materials and all plants not in a vigorous growing condition at the end of the maintenance period shall be replaced as weather conditions permit. Plants used for replacement shall be of the same variety and size (where possible) as those originally planted and shall be planted as specified.
- C. Maintenance: Maintenance shall include all watering, reseeding, spraying, pruning, and weeding necessary to keep the planting areas neat and attractive throughout the maintenance period.
- D. The Contractor is not expected to engage in long term maintenance of the new plantings. However, he shall maintain the plantings until the completion of the 2- month maintenance period referenced in Section 3.06 or as noted below. While the Contractor is maintaining the plantings, the following conditions shall be met.
 - 1. Water all plants and grass as needed to promote growth and health to re-establish new plantings. Water grass sufficient to moisten soil 3-5 inches deep. Contractor

shall continue watering activities until receiving final project acceptance from the City Representative.

2. Replant damaged areas.
3. Roll when necessary to remove minor depressions or irregularities.
4. Control growth of weeds. When using herbicides, apply in accordance with manufacturer's recommendations. Remedy damage resulting from negligent or improper use of herbicides. Only use herbicides with the permission of the property owner. If the property owner does not allow the use of herbicides, Contractor will not be liable for weed control.

E. Sprinkler Systems

1. With cooperation of the owner, contractor shall operate existing sprinkler system prior to any construction that may affect the system.
2. With cooperation of the owner, ensure sprinkler system settings are adequate to ensure adequate watering of the newly placed plantings.
3. Contractor shall submit a report of findings to the inspector of the system pre-construction condition and post-construction condition. The irrigation system shall not be in worse condition than originally reported.
4. Contractor shall be responsible for watering as necessary to re-establish plantings where no functioning irrigation systems exist.

3.07 CONCRETE AND PAVERS

- A. The Contractor shall coordinate with property owner regarding the extent of the repairs and how the Contractor intends to make the repairs. The Contractor shall demonstrate to the property owner's satisfaction what the repair will look like (e.g. color, texture and pattern, shape) and must get written agreement of the property owners' satisfaction of the repair or replacement. The Contractor shall submit the written agreements to the City Representative as a condition of acceptance.

3.08 POST CONSTRUCTION DOCUMENTATION

- A. Produce Post-Construction photographs and video per the City of Roseville's Design and Construction Standards and Section 02 00 70 – Construction Photography.

****END OF SECTION****

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. Description of Work: Provide concrete work, complete in-place in accordance with the Contract Documents, including formwork, placement and finishing.
- B. Curb, gutter and sidewalk concrete shall be per City Standards. Sidewalks shall be replaced starting and stopping at existing scored joints.

1.02 REFERENCE DOCUMENTS

- A. Standard Specifications: Whenever the words "Standard Specifications" are referred to in this Specification, the reference is to the State of California, Department of Transportation (CAL-TRANS), Standard Specifications Latest Edition. Standard Specifications paragraphs regarding measurement and payment are excluded.

1.03 SUBMITTALS

- A. Submit all items specified in this Paragraph:
 - 1. Cement Certification
 - 2. Aggregate Certification
 - 3. Curing Method and Curing Material Proposed
 - 4. Admixtures (if any)
 - 5. Mix Design
 - 6. Current (within the last 6 months) break data

1.04 QUALITY ASSURANCE

- A. All concrete for the project shall be controlled concrete of specified strengths, of uniform color, and free from defects liable to adversely affect strength or durability of the structure or its components.
- B. Workmanship: Materials and methods used for the production and placement of concrete shall be such as to assure the specified quality and shall conform to applicable requirements of the Building Code for Reinforced Concrete (ACI 318 and ACI 614) of the American Concrete Institute, except as otherwise specified in this Section.
- C. Defective Concrete Surfaces shall be repaired or replaced as directed at no additional expense to the City.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type II, low alkali. All cement used shall be of one manufacturer.
- B. Water: Clean and free from deleterious amounts of acids, alkalis, salts and organic matter.
- C. Sand: Clean, washed river sand.

- D. Air Entraining Agents shall be used where specified hereinafter.
 - 1. Approved agents are Sika AER, Master Buildings MBAE-10, Darex AERA and Protex AEA.
 - 2. For concrete exposed to freeze/thaw cycles, de-icing chemicals or other chemicals, entrained air content shall be between 5 and 7 percent by volume.
- E. Admixtures: Except for air entraining agents and water-reducing admixtures, no other admixtures shall be used without written approval from the Engineer.
 - 1. Calcium chloride will not be permitted for use in concrete under any circumstances.
- F. Concrete Mixing
 - 1. Ready-Mixed Concrete: ASTM C94 except as otherwise specified herein.
 - 2. Temperature of concrete shall be 80 degrees Fahrenheit maximum at time of placing.

2.02 MIX DESIGN

- A. Cement Content shall contain not less than six 94 lb sacks of Portland cement per cubic yard.
- B. Aggregate Size: 3/4"
- C. Maximum Slump: 4" for all concrete as determined by ASTM C143.
- D. Contractor may substitute fly ash for up to 15 percent of cement at a rate of 1.5 lbs fly ash for each 1 lb of cement.
- E. Water cement ratio:
 - 1. Shall not exceed 0.40 for water containment structures.
 - 2. Shall not exceed 0.50 for other structures.
- F. Volume ratio of fine to total aggregates:

Coarse Aggregate <u>Size</u>	Minimum <u>Ratio</u>	Maximum Ratio
3/8"	0.45	0.50
1/2"	0.40	0.50
3/4"	0.35	0.50
1"	0.30	0.46
1-1/2"	0.25	0.42

- G. Initial set:
 - 1. 5-1/2 hours $\pm$ 1 hr after water and cement are added to the aggregates as determined by ASTM C403.
 - 2. Adjust retarder quantities to compensate for temperature and job condition variations.
- H. Admixtures:
 - 1. Content, batching method, and time of introduction in accordance with the manufacturer's recommendations for compliance with this specification.
 - 2. Include a water reducing admixture.
 - 3. Calcium chloride is not permitted.

4. Superplasticizer may be required. A separate submittal and approval are required. Slump tests shall be taken at the batch plant prior to addition, if a superplasticizer is used.
- I. Strength: Minimum compressive strength as determined by ASTM C39 for concrete structures:

<u>Age</u>	<u>Concrete Structures Minimum Strength</u>	<u>Thrust Block Minimum Strength</u>
7 days	2,500 psi	2,000 psi
28 days	3,000 psi	3,600 psi

- J. Consistency:
 1. Suitable for the placement conditions.
 2. Slump uniform.
 3. Aggregate floating uniformly throughout the concrete mass.
 4. Flow sluggishly when vibrated or spaded.

2.03 FORM MATERIALS

- A. Adequacy of the form, bracing, and shoring shall be the sole responsibility of the Contractor. The design shall meet the requirements of ACI 301.
- B. Forms shall be mortar tight.
- C. Lumber: Straight; uniform width and thickness; and free from knots, offsets, holes, dents, and other surface defects.
- D. Form coating: Industrial lubricants "Nox-crete Form Coating," W. R. Meadows "Durogard," PRECO "Reebol Form Cote," or equal.

2.04 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A615, Grade 60.
- B. All reinforcing bars shall be stored so as to prevent contact with the earth.
- C. Insert Anchor: RedHead as manufactured by ITT Phillips Drill Division.

2.05 SEALANT

- A. Sealant to seal expansion joints and crack control joints shall be as follows:
 1. W.R. Meadows #164 Polymer Sealing Compound or Sof-Seal or equal.

PART 3 - EXECUTION

3.01 ACCEPTANCE AT SITE:

- A. Prepare a delivery ticket for each load of ready-mixed concrete.
- B. Truck operator shall hand ticket to City Representative at the time of delivery.
- C. Ticket to show actual:
 1. Quantity delivered in cubic yards
 2. Actual amount of each material in batch.

- a. Cement - lbs
- b. Water – lbs
- c. Water-Cement Ratio
- d. Coarse aggregate
- e. Fine aggregate
- f. Additives
- 3. Outdoor temperature in the shade.
- 4. Time at which cement was added.
- 5. Truck, project, and mix design identification number.
- 6. Time water was added to the load.
- D. Failure to provide the delivery ticket will be cause to reject the load.
- E. Time Limits:
 - 1. Mix designs including retarder: Failure to arrive at jobsite within 90 minutes after the addition of water will be cause to reject the load.
 - 2. Mix designs not including retarder: Failure to arrive at jobsite within 60 minutes after the addition of water will be cause to reject the load.

3.02 FORMS

- A. Build and erect forms to conform to the required shapes, patterns, lines, grades and dimensions indicated. Forms shall be substantial and tight to prevent leakage of mortar and shall be properly braced and tied together to maintain position and shape. Provide chamfered corners where indicated.
- B. Concrete work out of alignment, level or plumb, will be cause for rejection of the whole work affected, and if so, rejected such work shall be removed and replaced at no increase in cost to the City.
- C. Conform to ACI 347 as modified herein.
- D. Surfaces exposed to view.
 - 1. Prefabricated plywood panel forms, job-built plywood forms, or forms lined with plywood or fiberboard.
 - 2. Laid out in a regular and uniform pattern with long dimensions vertical and joints aligned.
 - 3. Produce finished surfaces free from offsets, ridges, waves, and concave or convex areas.
 - 4. Maximum deviation from a true plane: 1/8-inch in 6 feet.
- E. Plywood or lined forms are not required for surface (buried by backfill) not normally submerged or not normally exposed to view.
- F. Other types of forms may be used:
 - 1. For surfaces not restricted to plywood or lined forms.
 - 2. As backing for form lining.
- G. Provide forms above all extended footings.
- H. When placing concrete against gravel or crushed rock not containing 25 percent minimum material passing a No. 4 sieve:
 - 1. Provide polyethylene film to protect concrete from water loss.
 - 2. Lap joints 4 inches.

- I. Size and space walers, studs, internal ties and other form supports so proper working stresses are not exceeded.
- J. Form concrete column supported beams and slabs so column forms may be removed without disturbing beam and slab form supports.
- K. Where the top of a wall will be exposed to weathering, stop form on at least one side at true line and grade.
- L. Other locations to be finished to a specified elevation, slope, or contour, bring form to true line and grade and provide a wooden guide strip at the proper location in the forms for finishing the top surface with a screed or template.
- M. At horizontal construction joints in walls, stop the forms on one side not more than 2 feet above the joint.
- N. Provide temporary opening at the bottom of columns and wall forms and wherever necessary for cleaning and inspection.
- O. Install form ties on exposed surfaces in uniformly spaced vertical and horizontal rows.
- P. Provide chamfer strips.
 - 1. To bevel salient edges and corners.
 - 2. To bevel salient edges of equipment bases.
 - 3. 3/4-inch bevel.
- Q. Do not remove or disturb until concrete has attained sufficient strength to safely support all dead and live loads.
- R. Leave shoring beneath beams and suspended slabs in place and reinforce as required by construction equipment and materials.
- S. Remove forms carefully to prevent surface gouging, corner or edge breakage and other damage.

3.03 REINFORCEMENT FABRICATION

- A. Steel reinforcement shall not be bent or straightened in a manner that will injure the material. Bars with kinks or bends not shown on the Drawings shall not be used. Heating of the bars for bending or flame cutting will not be permitted.

3.04 REINFORCEMENT PLACEMENT

- A. Placement: All reinforcement shall be accurately formed and set in place, lapped, spliced, space rigidly and securely held in place, tied with the specified wire at all splices and crossing points.
- B. Cleaning: Reinforcing steel, at the time the concrete is placed around it, shall be cleaned of rust, scale, mill scale or other coatings that will destroy or reduce bond.
- C. Except at contact splices, minimum clear distance between bars, is to be the greater of:
 - 1. Nominal diameter of bars.
 - 2. 1.5 times maximum size of coarse aggregate.
 - 3. 1-1/2 inch in columns.
 - 4. 1-inch in beams.
 - 5. 2 inches in other locations.

- D. Where beam reinforcement is placed in 2 layers, place bars in upper layer directly above bars in lower layer.
- E. Do not install reinforcement for beams and slabs that are supported by concrete columns until after the concrete for the column has been placed.
- F. Fabricate in accordance with ACI 315 and ACI 318 except as specified or indicated on Drawings.
- G. Splices:
 - 1. As indicated on the Drawings.
 - 2. Do not weld or tack weld reinforcing steel except where specifically indicated on Drawings.
 - 3. Remove and replace steel upon which any unauthorized welding has been performed.
 - 4. When splicing bars in tie beams subject to tensile loading, splice no more than half the bars within a length of 40 bar diameter and hook each spliced bar end 180 degrees.
- H. Do not bend or re-bend reinforcing steel at job site. Bending of steel in locations not shown on Drawings shall be cause for rejection of work.

3.05 EMBEDMENTS:

- A. Accurately position and securely anchor in forms all anchor bolts, casting, steel shapes, conduit, sleeves, masonry anchorages, and other materials to be embedded in concrete.
- B. Anchor bolts:
 - 1. Provide sufficient threads on anchor bolts to permit a nut on the concrete side of the form or template.
 - 2. Install a second nut on the other side of the form or template.
 - 3. Adjust the nuts to hold the bolt rigidly in the proper position.
- C. Clean embedments before installation.
- D. Clean concrete spatter and other foreign substances from surfaces not in contact with concrete.

3.06 EXPANSION JOINTS

- A. Provide expansion joints of the size and location as shown on the Drawings or as specified. Expansion joint filler shall be installed 1/2-inch below surface of concrete where applicable and sealed with sealant unless otherwise noted.

3.07 CONCRETE PLACEMENT

- A. Surrounding Conditions: Before any concrete is placed, the following items of work shall have been completed in the area of placing.
 - 1. Reinforcing steel shall have been placed, tied and supported.
 - 2. Embedded work of all trades shall be in place in the forms and adequately tied and braced.
 - 3. The entire area of deposit shall have been cleaned of wood chips, sawdust, dirt, debris, hardened concrete and other foreign matter.
 - 4. Concrete surfaces to which fresh concrete is to be bonded shall be saw-cut and broken away. Surfaces shall be brush cleaned to remove all dust and foreign

matter and to expose the aggregate, and then coated with the bonding adhesive herein specified.

- B. Conveying concrete from mixer to forms shall be as rapid as possible but shall in no case be longer than one hour from when the cement was added to the aggregate.
- C. Placing Concrete:
 - 1. Before starting new pour on or against concrete that has hardened, the hardened concrete shall be roughened and thoroughly cleaned of foreign matter and any laitance.
 - 2. No adjustment of steel reinforcement will be permitted during the placement of concrete.
 - 3. The concrete shall be scheduled so that placing is a continuous operation for the completion of each section between predetermined construction joints. Location of construction joints shall be as indicated on the Drawings or if not shown on the drawings, per ACI standards as interpreted by the Engineer.

3.08 CRACK CONTROL JOINTS

- A. Construction joints:
 - 1. Locations:
 - a. As indicated on the Drawings, and if not shown, joint spacing shall not exceed ACI recommendations as interpreted by the Engineer.
- B. Expansion and contraction joints:
 - 1. Contraction joints:
 - a. Provide as indicated on Drawings.
 - 2. Expansion material:
 - a. Provide as indicated on Drawings.

3.09 CONCRETE FINISHES

- A. All Concrete Work: except as otherwise specified, shall be of a quality that will present a finished appearance upon the stripping of the forms. Only a minimum of patching and finishing should be necessary as required to fill holes left by form ties and to remove any fins or minor irregularities left by the joints in the forms.
- B. Finishing surfaces:
 - 1. Finish per City of Roseville Standards.

3.10 CONCRETE CURING

- A. Carefully and thoroughly cure all newly placed concrete.
- B. Concrete Slabs: Apply the specified liquid curing compound and hardener according to manufacturer's written directions. Apply at maximum rate of 300 square feet per gallon for smooth surfaces and 200 square feet per gallon for rough surfaces.
- C. Protect concrete from moisture loss for at least seven (7) days after placement.

3.11 MISCELLANEOUS WORK

- A. Patchwork: Where concrete requires patching, filling, or tying into, concrete shall be mixed, placed and finished in the same manner as specified for new concrete. Surfaces to which new concrete must bond shall be thoroughly cleaned and coated

with concrete adhesive. Carefully rod or vibrate concrete to eliminate air pockets and ensure concrete is filling holes full. Use low slump concrete to minimize shrinkage.

3.12 CLEANING AND PROTECTION

- A. Clean all surfaces and leave in satisfactory condition.
- B. Protect concrete surfaces from damage by tools, equipment, materials and workmen. No traffic, shoring or other loading will be permitted on concrete until it has hardened sufficiently to prevent injury to finish and strength. In any case, all concrete shall be cured a minimum of seven days before the removal of shoring or allowing any loading, including backfill.

END OF SECTION

SECTION 03 34 00.13
CONTROLLED LOW STRENGTH MATERIAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Controlled Low Strength Material (CLSM) as backfill material in specific locations.
- B. CLSM to be used only where called for in the drawings or where approved by the City or its representative.

1.02 DEFINITION

- A. Controlled Low Strength Material (CLSM): A highly flowable, lean concrete mix consisting of a mixture of cement, fly ash, densely graded mineral aggregates, water and admixtures. Characteristics include:
 - 1. Capable of freely flowing to fill excavations and voids without compaction or other additional effort.
 - 2. Used in trenches, backfill adjacent to structures where clearance is limited, pipe abandonment and in other areas specifically identified on the Drawings or specified.
 - 3. Low permeability to prevent migration of adjacent fines into the set mix.
 - 4. Easily excavated after curing with minimum risk of damage to buried utility.

1.03 SUBMITTALS

- A. Mix Design: Identify name and/or number of the mix design. Provide proportions and gradations of materials proposed for CLSM.
- B. Certified test results for compressive strength.
- C. Anchoring procedures and materials for flotation prevention.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement:
 - 1. Conforming to ASTM C150,
 - 2. Type II or III with total alkali content not more than 0.8 percent.
- B. Water: Clean, potable water.
- C. Fly Ash
 - 1. Mix Designs used for Pipe Bedding and Trench Backfill: Class C in conformance with ASTM C 618.
 - 2. Mix Designs used for Backfill of Excavations: Class F in conformance with ASTM C 618

D. Aggregate Materials

1. Densely graded rock conforming to the following gradation:

Sieve Size	Percentage Passing
1"	100
No. 8	50-100
No. 200	0-5

2.02 DESIGN REQUIREMENTS

- A. Minimum Cement Content: 50 pounds per cubic yard.

- B. Use fly ash to improve flow-ability of the fresh CLSM and to regulate the strength.

1. Do not use more than 300 pounds per cubic yard.

- C. Unit Weight Requirements

1. Density of CLSM when used as backfill of excavations:

- a. Between 100 pounds per cubic foot and 130 pounds per cubic foot in the as-placed condition as determined by ASTM D 6023.

- D. Compressive Strength Requirements

1. Mix Designs used for Pipe Bedding and Trench Backfill:

- a. Compressive strength at 28 days between 50 psi and 100 psi as determined in accordance with ASTM D 4832.

2.03 CONSISTENCY AND MIXING

- A. Consistency: Similar to that of a thick liquid so that it flows readily and fills spaces and voids around pipes and structures.

- B. Slump: Between 6 inches and 8 inches when tested in accordance with ASTM C143.

- C. Uniform consistency and appearance.

- D. Mixing Method and Time: As required to produce a uniform mixture of cement, fly ash, aggregate, admixtures, and water.

2.04 MEASUREMENT OF MATERIALS

- A. Use weighing equipment to determine the amount of cement, fly ash, and aggregate entering into each patch. Where batches are proportioned to contain an integral number of conventional sacks of cement, the cement is delivered at the mixer in the original unbroken sacks, the weight of the cement contained in each sack may be taken without weighing as 94 lbs.

- B. Use a suitable water meter or other acceptable method of measuring the quantity of water entering the mixer.

PART 3 - EXECUTION

3.01 PLACEMENT

- A. Thoroughly settle and consolidate CLSM as the material is placed in excavations. Fill the entire depth of the layer that is being consolidated, into a dense, homogeneous mass, filling all spaces and voids and bringing only a slight excess of water to the exposed surface. Place and consolidate CLSM by means that will not cause segregation of the mix.

- B. Do not place CLSM under the following conditions:
 - 1. When the air temperature is below 40 degrees Fahrenheit.
 - 2. When the excavation contains water or when the bottom or walls of the excavation are frozen or contain frozen material.
- C. Flotation Prevention
 - 1. Prevent flotation during CLSM placement by one or more of the following methods:
 - a. Placing CLSM in two or more lifts, with each lift reaching an initial set before the succeeding lift is placed.
 - b. Use of soil screw anchors, at a maximum 10 foot spacing.
 - c. Use of concrete "swamp" anchors at a maximum 10 foot spacing.
- D. The maximum vertical deflection in the pipe shall not exceed 0.01 feet. At no portion of a stick of pipe or continuous section of pipeline, shall a negative downstream slope be allowed unless specifically shown on the design profile.

3.02 PROTECTION OF CLSM

- A. Protect CLSM from equipment, traffic, and backfilling operations until the surface has achieved an initial set and has hardened enough to develop a minimum penetration number of 650 when tested in accordance with ASTM C 403.
- B. If the trench backfill is not to be placed over the CLSM within eight hours after CLSM placement, place a 6-inch layer of moist backfill over the CLSM.

END OF SECTION

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SECTION 03 60 00

GROUT

PART 1 - GENERAL

1.01 SUMMARY

- A. The work of this Section includes providing grout other than that required for masonry work.
- B. The following types of grout are included in the work of this Section:
 - 1. Non-Shrink Grout: This type of grout shall be used wherever grout is required, unless another type is specifically indicated.
 - 2. Cement Grout
 - 3. Epoxy Grout
- C. Related Sections

Section	Title
03300	Cast-in-Place Concrete

- D. Except as otherwise indicated, the current versions of the following apply to the work of this Section:

Reference	Title
CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
ASTM C109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing
ASTM C827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM D696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

1.02 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder.
 - 1. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement, and appropriate uses for each type of non-shrink and epoxy grouts proposed for use in the work.
 - 2. Certified test results verifying the compressive strength, shrinkage, and expansion properties.

1.03 QUALITY CONTROL

- A. Field Tests
 - 1. When a product is used without documentation, compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the Engineer to insure continued compliance with these specifications.

2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.
 3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the Owner's representative. A set of three specimens will be made for testing at 7 days, and each earlier time-period as appropriate.
- B. The cost of all laboratory tests on grout will be borne by the Owner, but the Contractor shall assist the Owner's representative in obtaining specimens for testing. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The Contractor shall supply all materials necessary for fabricating the test specimens.

PART 2 - PRODUCTS

2.01 CEMENT GROUT

- A. Cement grout mix design shall satisfy the same requirement as structural concrete, except that cement grout has no large aggregate requirement when the grout thickness is less than 3".

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout indicated herein shall be that recommended by the manufacturer for the particular application.
2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.

B. Application

1. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout indicated herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
2. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

2.03 CURING MATERIALS

- A. Curing materials shall be as indicated in Section 03 30 00 – Cast-in-Place Concrete for cement grout and as recommended by the manufacturer of prepackaged grouts.

2.04 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application.
- B. Unless otherwise noted on contract drawings, grout for base plates and equipment leveling shall have flowable, semi-flowable, and dry pack viscosities.
 - 1. Flowable and semi-flowable consistencies require formwork.
 - 2. Dry pack consistency is such that the grout is plastic and moldable, but will not flow.

2.05 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement is not an acceptable method of measurement.

PART 3 - EXECUTION

3.01 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as required. The finish of the grout surface shall be troweled smooth unless noted otherwise.
- B. Where pre-packaged product is used, the manufacturer's representative shall provide on-site technical assistance upon request.
- C. Base concrete or masonry must have attained its design strength before grout is placed. When bonding to an existing cementitious material is expected, waterblasting or sandblasting to roughen the substrate is required.

3.02 GROUTING PROCEDURES

- A. Base Plate Grouting
 - 1. For base plates, the original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a grout thickness not exceeding 2x the anchor bolt diameter.
 - 2. After the base plate has been set in position at the proper elevation and double nutted on the anchor bolts, the space between the bottom of the plate and the original pour of concrete shall be filled with non-shrink-type grout. The grout shall be placed so there are no voids between the bottom of the base plate and the concrete.
- B. Topping Grout
 - 1. All mechanical, electrical, and finish work shall be completed prior to placement of topping or concrete fill. The base slab shall be given a roughened textured surface by sandblasting or waterblasting to ensure bonding to the base slab.
 - 2. The minimum thickness of grout topping and concrete fill shall be one inch. Where the finished surface of concrete fill is to form an intersecting angle of less than 45 degrees with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3-1/2-inches wide by 1-1/2-inches deep.

3. The base slab shall be thoroughly cleaned and wetted prior to placing topping and fill. No topping concrete shall be placed until the slab is complete free from standing pools or ponds of water. The topping and fill shall be compacted by rolling or tamping, brought to established grade, and floated. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement.
4. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping and fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement or mixture of dry cement and sand shall be applied to the surface.

END OF SECTION

SECTION 07 90 00

SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included
 - 1. Clean and prepare joint surfaces.
 - 2. Sealant and backing materials.

1.02 REFERENCES

<u>Reference</u>	<u>Title</u>
ASTM C834	Specification for Latex Sealing Compounds
ASTM C920	Standard Specifications for Elastomeric Sealers
ASTM D1056	Flexible Cellular Materials Sponge or Expanded Rubber

1.03 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder.
- B. Product Data and Samples
 - 1. Submit manufacturer's written surface preparation and installation instructions.
 - 2. Submit samples of sealant colors.

1.04 WARRANTY

- A. Provide one-year warranty in accordance with manufacturer's standard warranty.
Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed below are approved with regards to their specific products.

2.02 MATERIALS

- A. Two-Part Urethane: ASTM C920, Type M, Self-Leveling, Class 25.
 - 1. Bostik Construction Products: Chem-Calk 550.
 - 2. Pecora Corporation: Urexpan NR-200.
 - 3. Sonneborn Building Products: Isolastic SL-2, Paving joint sealant.
 - 4. Sika Corporation: Sikaflex 2c SL.
- B. Two-Part Urethane: ASTM C920, Type M, Non-Sag.
 - 1. Bostik Construction Products: Chem-Calk 500.
 - 2. Pecora Corporation: Dynatrol II.
 - 3. Sonneborn Building Products: Sonolastic NP-2.
 - 4. Sika Corporation: Sikaflex 2c NS
- C. One-Part Urethane: ASTM C920, Type S, Non-Sag, Class 25.

1. Bostik Construction Products: Chem-Calk 900.
 2. Pecora Corporation: Dynatrol I-XL.
 3. Sonneborn Building Products: Sonolastic NP-1.
 4. Sika Corporation: Sikaflex 1a
- D. One-Part Silicone: ASTM C920, Type S, Non-Sag, Class 25.
1. Dow-Corning Corporation: 795.
 2. General Electric Company: SCS 1000.
 3. Pecora Corporation: 895
 4. Sonneborn Building Products: Omniseal 50.
 5. Sika Corporation: Sika Sil C-995.
- E. Latex-Acrylic Sealant: ASTM C834, Non-Sag, Class 25.
1. Pecora Corporation: AC-20.
 2. Schnee and Morehead, Inc.: S-M 8200.
 3. Sonneborn Building Products: Sonolac.
 4. W.R. Meadows, Inc.: Esaply.
- F. Immersed Service Sealant:
1. Sika Corporation: Sikaflex 2C.
 2. Polymeric Systems, Inc.: PSI 270.
 3. Pacific Polymers International: Elasto-Thane 227 R

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Filler: ASTM D1056; round, closed cell foam rod; oversized 30 to 50 percent; Grey Flex manufactured by Emseal.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify joint dimensions, physical and environmental conditions are acceptable to receive work of this Section.
- B. Beginning of installation means acceptance.

3.02 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width / depth ratios.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- E. Use bond breaker where required.

3.03 INSTALLATION

- A. Perform work in accordance with ASTM C834 for latex compounds and C920 for elastomeric sealants.
- B. Install sealant in accordance with manufacturer's written instructions. Apply primer where recommended by manufacturer.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints as indicated.
- E. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

3.04 SCHEDULE

- A. This schedule reflects sealant materials specified in 2.02 of this Section. This schedule denotes sealant generic type and use or location.

Sealant	Use or Location	Joint Tooling
Two-part Urethane: Self Leveling.	Horizontal concrete joints	Flat, 1/8" to 1/4" below finished concrete surface
Two-part urethane non-sag	CMU and Concrete vertical joints	Concave
Latex-Acrylic	Wood joints and trim to be painted	Flush to concave
Immersed service	Submerged or partially submerged conditions	Concave

END OF SECTION

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SECTION 09 90 00
PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Touch up field painting of ductile iron pipe, including surface preparation, finish coats, priming, protection of surfaces and related work.
 - a. Surfaces shall have at least two (2) layers of coating at the conclusion of field painting, unless otherwise specified.
 - b. Painting shall include painting of all galvanized surfaces.
 - c. All coatings in contact with the potable water stream shall be NSF-61 certified for use with potable water.
- B. Ductile iron pipe is specified to be supplied with a bituminous coating. Touch up any damage sustained during shipping or installation pipe.
- C. Ensure the selected coating system is compatible with the factory applied coating.

1.02 QUALITY ASSURANCE

- A. Field samples:
 - 1. Sampling of material:
 - a. Provide test samples at random from sealed containers stored on site.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping:
 - 1. Deliver paint to the job site in original unopened containers with labels intact, and include:
 - a. Manufacturers name.
 - b. Type of paint.
 - c. Manufacturers stock number.
 - d. Color.
 - e. Instructions for reducing, where applicable.
 - 2. Storage and protection:
 - a. Store only acceptable project materials on project site.
 - b. Store in a suitable location inside and protect from freezing.
 - c. Restrict storage to paint materials and related equipment.
 - d. Comply with health and fire regulations.
 - e. Remove immediately any materials delivered open or subject to improper storage.

1.04 SITE CONDITIONS

- A. Site requirements:
 - 1. See section 02 00 00.
- B. Paint application requirements:
 - 1. Do not apply paint when:
 - a. Air temperature is below 50 degrees F.

- b. Surfaces of metals, such as surfaces of a pipe containing cold water, have a temperature below 50 degrees F.
 - c. Metal temperature and atmospheric conditions cause condensation on surface of metal.
- 2. Comply with manufacturers recommendations for environmental conditions under which coatings and coating systems can be applied.
- 3. Do not apply finish in areas where dust is being generated.
- 4. Apply paint when air and surface temperature are within those recommended by manufacturer for coating being applied.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Repair factory coating with materials supplied by the manufacturer or that are certified to be compatible with the factory coating.

2.02 SOURCE QUALITY CONTROL

- A. Verification of performance:
 - 1. Use product of single manufacturer for coating systems for each type of surface.
 - 2. Use paint compatible with shop coating or primer for field coating of shop painted or primed surfaces, including verification of compatibility of paints used for Owner furnished equipment.
 - 3. Use only mercury-free, fumeproof paint for intermediate and finish coats.
 - 4. Use only lead-free paint.
 - 5. Use paint that does not discolor in a humid atmosphere.
 - 6. Use only chromate-free primers.
 - 7. Provide tie coats when recommended by the manufacturer.
 - 8. Consistency and viscosity:
 - a. Factory mix paint to proper consistency and viscosity for hot weather application without thinning.
 - b. Thin paint only as necessary to obtain recommended coverage at lower application temperatures.
 - c. Do not reduce wet film thickness of applied paint by addition of paint thinner, or for any other reason, below that represented by the recommended coverage rate.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protection:
 - 1. Use drop cloths, masking tape, or other effective methods to protect surfaces from spraying, spattering, or spilling of paint.
 - 2. Remove paint deposited on surfaces which are not being painted at that time.
 - 3. Exposed concrete or masonry not specified to be painted which is damaged by paint shall be painted in entirety with two (2) coats of paint as directed by Owner.
 - 4. Repair all damage caused by painting to other items of work.
 - 5. Surface clean bituminous paints spilled or dropped and spot paint with aluminum paint prior to specified paint.
 - 6. Paint used in successive field coats shall be by same manufacturer.

7. Field coats shall not damage shop applied undercoats.
- B. Surface preparation:
 1. General surfaces:
 - a. Surfaces to be painted shall:
 - 1) Be dry, free of dirt, dust, sand, grit, mud, oil, grease, rust, loose mill scale, or other objectionable substances.
 - 2) Meet recommendations of paint manufacturer for surface preparation.
 - 3) Be free of oil and grease by use of solvents or detergents before mechanical cleaning is started.
 - 4) Be free of cracks, pits, projections, or other imperfections which would prevent formation of a smooth, unbroken paint film.
 - 5) Perform cleaning and painting operations in a manner which will prevent dust or other contaminants from settling on freshly painted surfaces.
 - 6) Remove gloss and dull the surface of previously painted surfaces for proper adhesion of top coats.
 - b. Touch-up paint and repair of previously painted surfaces.
 - 1) Clean, sand, or wire brush such surfaces in a manner that edges of adjacent paint are feathered or otherwise smoothed.
 - 2) Touch-up and repair of painted surfaces shall not be noticeable when completed.
 - 3) Completely remove paint made brittle or otherwise damaged by heat of welding and repair as stated above.
 2. Abrasive blasting procedures:
 - a. Not allowed
 3. Mixing and tinting:
 - a. Deliver paints and enamels ready-mixed to job site.
 - b. Mix only in mixing pails, suitable sized, non-ferrous or oxide metal pans.
 - c. Use tinting colors recommended by manufacturer for specific type of finish.
 - d. Do not add any adulterants or unauthorized thinners.
 - e. Thoroughly mix each time paint withdrawn from container.
 - f. Keep containers closed tightly except while paint is withdrawn.
 - g. All paint factory mixed.
 - h. Thinning only permitted to obtain recommended coverage at lower application temperatures.
 - i. Do not thin paint below recommended coverage rate.

3.02 APPLICATION

- A. General requirements:
 1. Do not apply initial coating until moisture content of surface is within moisture limitations of paint manufacturer.
 2. Apply paint with suitable brushes, rollers.
 - a. Rate of application shall not exceed that as recommended by paint manufacturer for the surface involved.
 - b. Keep brushes and rollers clean, dry, free from contaminants and suitable for the finish required.
 3. Comply with recommendation of product manufacturer for drying time between succeeding coats.
 4. Vary slightly the color of successive coats.

5. Sand the painted surface and capture dust between each coat to remove defects visible from a distance of 5 feet.
6. Finish coats shall be smooth, free of brush marks, streaks, laps or pile up of paints, and skipped or missed areas.
7. Inspection:
 - a. Do not apply additional coats until completed coat has been inspected by the Owner.
 - b. Only inspected coats of paint will be considered in determining number of coats applied.
8. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
9. Leave all parts of moldings and ornaments clean and true to details with no undue amount of paint in corners or depressions.
10. Apply primer on all Work before glazing.
11. Refinish whole area where portion of finish has been damaged or is not acceptable.
12. Application temperatures: Ambient, substrate and material temperatures must be within manufacturers minimum and maximum range per product data sheet.
13. Relative humidity: per manufacturer.
14. Apply paint in a neat manner with finished surfaces free of runs, sags, ridges, laps, and brush marks.
15. Do not apply successive coats until the re-coating conditions of the manufacturer are met:
 - a. Apply each coat in a manner that will produce an even film of uniform and proper thickness.
 - b. Do not apply any coat at a rate of coverage per gallon which is greater than maximum rate recommended by manufacturer.
 - c. Avoid paint films showing sags, checks, blisters, teardrops, or fat edges:
 - 1) Remove paint containing such defects and repaint.
16. Priming:
 - a. Provide a brush coat of primer to edges, corners, crevices, welds, bolts, and nuts before specified spot or touch-up painting of metal surfaces.
 - b. Give special attention to filling crevices.
 - c. Cover prime coats with a tie coat if recommended by manufacturer of finish coating.
17. Repaint abraded and otherwise damaged portions of shop applied paint.
18. Welded seams and other uncoated surfaces:
 - a. Use specified primer on:
 - 1) Welded seams and other uncoated surfaces.
 - 2) Field installed bolts, nuts, and washers.
 - 3) Surfaces where paint has been damaged by heat.
 - b. Do not apply finish coats to patch, spot, or touch-up painting until such paint meet the manufacturer's conditions for recoating.

B. Rate of application:

1. Coverage not greater than value recommended by manufacturer.
2. Do not use paint thinner as means of extending coverage of paint.

C. Special, paint the following items:

<u>Item</u>	<u>Color</u>
1. Miscellaneous metal	Light Gray
2. Exposed Piping	Light Gray

3.03 FIELD QUALITY CONTROL

- A. Mixing and thinning:
- B. Thoroughly mix paint each time any is withdrawn from container.
- C. Keep paint containers tightly closed except when withdrawing paint.
- D. Thin only as necessary to obtain recommended coverage at lower application temperatures.
- E. Wet film thickness of applied paint shall not be reduced:
 - 1. By addition of paint thinner or otherwise.
 - 2. Below that represented by the recommended coverage rate.

3.04 CLEANING

- A. Touch up and restore finish where damaged.
- B. Remove spilled, splashed, or splattered paint from all surfaces.
- C. Do not mar surface finish of item being cleaned.
- D. Leave storage space clean and in condition required for equivalent spaces in project.

3.05 SCHEDULES

- A. All new construction plus existing construction specifically listed or damaged by construction.
- B. Surfaces not to be painted:
 - 1. Except as otherwise required or directed, do not paint the following surfaces:
 - a. Stainless steel.
 - b. Flexible rubber and plastics.
 - c. Concrete floors
 - d. Finished aluminum products.

END OF SECTION

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SECTION 31 23 33
TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 SCOPE

- A. This section governs the work for trench excavation, backfill and compaction for underground pipeline work.

1.02 REFERENCES

- A. The following documents are a part of this section insofar as they are specified and modified herein. In case of conflict between the requirements of this Section, and the following documents, the requirements of this section shall prevail.

Reference	Title
California Test Method 217	Method of Test for Sand Equivalent
ASTM C136	Method of Test for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D420	Standard Recommended Practice for Investigating and Sampling Soil and Rock for Construction Purposes
ASTM D1556	Method of Test for Density of Soil in Place by the Sand-Cone Method
ASTM D1557	Method of Test for Moisture-Density Relations of Soils, Using 10 lb. (4.5 kg) Hammer and 18 in. (457 mm) Drop
ASTM D2049	Standard Test Method for Relative Density of Cohesionless Soils
ASTM D2922	Standard Test Method for Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3017	Method of Test for Moisture Content of Soil and Soil Aggregates in Place by Nuclear Methods (Shallow Depth)
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
Caltrans	Standard Specifications, Latest edition

1.03 DEFINITIONS

- A. Compaction: The degree of compaction is specified as percent of relative compaction. The relative compactions refer to the maximum relative densities of soil obtainable at optimum moisture content.
- B. Excavation Slope: Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.
- C. Embankment Slope: Embankment slope shall be defined as an inclined surface formed by placement of material above existing grade.

1.04 SUBMITTALS

- A. Upon request, the following items shall be submitted and approved by the City.

1. Test results showing gradation, durability and sand equivalent of pipe zone material.
2. Permit and notification form for excavations 5 feet or more in depth as required by Cal-OSHA, including trench excavation or shoring plans. The Contractor shall be solely responsible for trench safety and protection of workers and the public at the construction site.
3. Controlled Low Strength Material (CLSM) mix. See Specifications Section 03 34 00.13 for additional requirements.

1.05 TESTING

- A. Testing frequency and location shall be approved by the City.
- B. All soils testing will be done by a testing laboratory of the Owner's choice and expense except as otherwise noted.
- C. The Owner's Representative will take samples and perform tests for compliance with the specifications including Atterburg limits, specific gravity, sand equivalent, R-value, durability, moisture content, gradation, compaction, and density tests during placement of backfill materials to check compliance with these specifications.
- D. The Contractor shall remove surface material at locations designated by the Owner's Representative and provide such assistance as necessary for sampling and testing.
- E. The Owner's Representative may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications.
- F. The Owner will bear the costs for sampling and testing specified in this Paragraph. The Contractor shall pay costs associated with retesting due to the Contractor's failure to comply with the specifications.
- G. No material may be used on this Project until the City has received certified test results and approved the use of the material.

1.06 POTHOLING

- A. The Contractor shall pothole all known utility crossings within the proposed alignment prior to the installation of any new mainline or service laterals. The Contractor will be required to pothole all utility crossings a minimum of two weeks in advance of any work. Document materials, actual depth and location of found utilities versus the signed plans.
- B. Contractor to provide a marked-up drawing, two weeks in advance of any work occurring, highlighting any differences in elevation or location of existing utilities. Costs associated with any utility conflicts resulting from inadequate potholing effort shall be the responsibility of the Contractor.
- C. The Contractor shall, prior to any pipeline installation, mark with white paint the proposed alignment of the new pipeline, the limits of pavement removal, and the depth of all utilities crossing the proposed alignment.

PART 2 - MATERIALS

2.01 TRENCH EXCAVATION

- A. The Contractor shall perform a thorough investigation of the site. The Contractor shall complete all excavations regardless of the type of materials encountered. The

Contractor shall make his own estimate of the kind and extent of the various materials which will be encountered in the excavation.

2.02 PIPE TRENCH FILL

- A. Material for the pipe trench fill shall conform to the following:
 - 1. Materials shall be as shown in the City of Roseville Standard Details.
 - 2. Native Backfill Material:
 - a. Native Backfill is only allowed for trenching in dirt areas as 6-inches of topsoil.
 - b. Native Backfill shall not contain concrete, rock, or other lumpy material in excess of 6-inches in any dimension.
 - c. Material of perishable, organic matter, spongy or otherwise improper nature shall not be used.

PART 3 - EXECUTION

3.01 EXCAVATION.

- A. Excavation for pipelines, fittings, and appurtenances shall be open trench to the depth and in the direction necessary for the proper installation of the same as shown on the contract drawings or as otherwise approved by the Engineer. Excavation shall only proceed when the necessary materials have been delivered to the site.
- B. The Contractor shall bear all costs of disposing of roots and all other waste materials from the excavation. Material shall be disposed of in such a manner as to meet all requirements of the state, county, and local regulations regarding health, safety, and public welfare. Material shall be disposed of off the construction site in an approved location at the Contractor's expense.
- C. The Contractor shall remove obstructions within the trench area or adjacent thereto, such as abandoned concrete structures, logs, and debris of all types, without additional compensation. The Engineer may, if requested, make changes in the trench alignment to avoid major obstructions, if such alignment can be made without adversely affecting the intended function of the facility.
- D. Existing Pavement Removal
 - 1. Pavement to be removed shall be removed and replaced in the manner prescribed by the Agency issuing the encroachment permit.
 - 2. Existing pavement to be removed in connection with construction shall be neatly saw cut prior to removal.
 - 3. Grading and Stockpiling
 - a. The Contractor shall control grading in a manner to prevent water running into excavations. Obstruction of surface drainage shall be avoided and means shall be provided whereby storm and wastewater can be uninterrupted in existing gutters, other surface drains or temporary drains.
 - b. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and kept shaped so as to cause the least possible interference with public travel.
 - c. Free access must be provided to all fire hydrants, water valves, meters and private drives.
- E. Line and Grade - The Contractor shall excavate the trench to the lines and grades shown on the plans. Any deviations shall first be approved by the Engineer.

- F. The trench shall be excavated to a minimum depth of 6 inches below the bottom of the pipe. The sides of the trench shall be excavated and maintained as nearly vertical as is practical.
- G. Trench Support - The trench shall be adequately supported and the safety of workers provided for as required by the standard of the appropriate regulatory agency.
 - 1. All shoring for open excavations shall conform to the State of California, Department of Industrial Relations, and Division of Industrial Safety "Construction Safety Orders."
 - 2. The Contractor shall be responsible for adequately shored and braced excavations so that the earth will not slide, move or settle, and so that all existing improvements of any kind will be fully protected from damage.
 - 3. No shoring once installed, shall be removed until the trench has been approved for backfill operations. Removal of shoring shall only be accomplished during backfill operations and in such a manner as to prevent any movement of the ground or damage to the pipe or other structures.
 - 4. The Contractor shall obtain all permits for any excavations over five feet in depth into which a person is required to descend or any excavation less than five feet in depth in soils where hazardous ground movement may be expected and into which a person is required to descend.
 - 5. Excavated material shall not be placed closer than two feet from the top edge of the trench. Heavy equipment should not be used or placed near the sides of the trench unless the trench is adequately braced.
- H. Use of Explosives – Blasting by any means shall not be allowed as part of this project.
- I. Preservation of Trees
 - 1. Excavation within the dripline of any tree shall conform to the following and to encroachment permits. Trees shall not be removed outside of fill or excavated areas, except as authorized by the City.
 - 2. Tree roots larger than 2 inches in diameter encountered within the trench section, shall be inspected by the City's Inspector.
 - 3. For damaged or severed root systems, trees shall be trimmed to compensate for the decreased root system. Trimming shall be done to the satisfaction of the Inspector. All roots shall be neatly cut with saw or sharp cutter.
 - 4. Only trees marked for removal shall be removed.
- J. Dewatering
 - 1. The Contractor shall provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. Said methods may include well points, sump pumps, suitable rock or gravel placed below the required bedding for drainage and pumping purposes, temporary pipelines and other means, all subject to the approval of the Engineer.
 - 2. Dewatering for the structures and pipelines shall commence when groundwater is first encountered and shall continue until the backfill at the pipe zone has been completed.
 - 3. The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. No water shall be drained into work built or

under construction without prior consent of the Engineer. Water shall be disposed in such a manner as not to be a menace to public health.

4. The Contractor shall be responsible to obtain all required Local and State Permits and comply with all applicable regulatory requirements. The Contractor shall provide the City with a dewatering plan clearly showing compliance prior to any dewatering activities.

K. Correction of Faulty Grades

1. Any over-excavation carried below the grade as specified or shown, shall be rectified by backfilling with approved sand and/or graded gravel, and shall be compacted to provide a firm and unyielding subgrade and/or foundation, as directed by the Engineer.

L. Structure Protection

1. Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his expense and subject to the approval of the Engineer. Any structure that has been disturbed shall be restored upon completion of the work.

M. Protection of Property and Surface Structures

1. Trees, shrubbery, fences, and poles and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the Engineer.

N. Trench Width and Grade

1. The width of the trench within the pipe zone shall be such that the clear space between the barrel of the pipe and the trench wall shall not exceed the amount shown in the City of Roseville Standard Details.
2. Trench widths in excess of those specified must have prior written approval.
3. Maximum Length of Open Trench
 - a. Unless otherwise specified or directed by the City or the encroachment permit, the maximum length of open trench shall be 100 feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater.
 - b. The distance is the collective length of any location, including open excavation, pipe laying and appurtenant construction and backfill which has not been temporarily resurfaced. Failure by the Contractor to comply with the limitations specified herein may result in an order to halt progress of the work until compliance has been achieved. The Contractor shall provide proper barricades for excavated areas.

3.02 TRENCH FOUNDATION

- A. The trench bottom shall be graded to provide a smooth, firm and stable foundation at every point throughout the length of the pipe. Should large gravel and cobbles be encountered at the trench bottom or pipe subgrade, they shall be removed from beneath the pipe and replaced with trench backfill material, which is Class II Aggregate Base which shall be compacted to provide uniform support and a firm foundation.

B. Foundations in Poor Soil

1. If excessively wet, soft, spongy, unstable or similarly unsuitable material is encountered at the surface upon which the bedding material is to be placed, the unsuitable material shall be removed to a depth as determined in the field by the Engineer.
2. The Contractor's attention is called to Section 3.01 J, regarding his responsibilities in maintaining adequate dewatering procedures to ensure that an otherwise stable foundation will not be rendered unfit due to accumulation of water.

3.03 BACKFILL AND COMPACTION

- A. Backfill shall be completed within the shortest possible time so that the construction area or street can be opened to traffic. If for any reason construction of the pipeline or appurtenances thereto is delayed, the City may require that the trench be backfilled and such areas or streets opened to traffic. All road closures of any duration shall comply with the requirements of the encroachment permit.
- B. Pipe Zone
 1. After completion of the trench excavation and proper preparation of the foundation, 6 inches of bedding material shall be placed on the trench bottom for support under the pipe.
 2. Bell holes shall be dug to provide adequate clearance between the pipe bell and the bedding material.
 3. All pipe shall be installed in such a manner as to ensure full support of the pipe barrel over its entire length.
 4. After the pipe is adjusted for line and grade and the joint is made, the remainder of the pipe bedding shall be placed to the limits as shown on the Drawings.
 5. All bedding material shall be compacted to a minimum of 90 percent as measured by Test Method California 231, prior to placement of subsequent backfill. 95 percent compaction shall be provided where noted in the drawings or these specifications.
- C. The pipe bedding backfill shall be brought to optimum moisture content and shall be placed by hand in layers not exceeding 3 inches in thickness to the centerline (springline) of the pipe and each layer shall be solidly tamped with the proper tools so as not to injure, damage, or disturb the pipe. Backfilling shall be carried on simultaneously on each side of the pipe to assure proper protection of the pipe.
- D. Each lift shall be "walked in" and supplemented by slicing with a shovel to ensure that all voids around the pipe have been completely filled. Mechanical compaction such as "pogo sticks" or "wackers", as approved, shall be used for compaction of pipe zone.
- E. When backfill is placed mechanically, the backfill material shall be pushed onto the slope of the backfill previously placed and allowed to slide down into the trench. The Contractor shall not push backfill into the trench in such a way as to permit free fall of the material until at least 18 inches of cover is provided over the top of the pipe. Under no circumstances shall sharp, heavy pieces of materials be allowed to be dropped directly onto the pipe or the tamped material around the pipe. Backfill shall be placed in layers not exceeding 8 inches and compacted by an approved method.
- F. Heavy duty compacting equipment having an overall weight in excess of 125 pounds shall not be used until backfill has been completed to a depth of 2 feet over the top of the pipe.

- G. If hydro-hammer is used for compaction of overlying materials, at least 4 feet of backfill must be placed over the top of pipe prior to its use. This is required to ensure the pipe is not damaged.
- H. Final Backfill
 - 1. Final backfill placed in trenches below roadways or below shoulders of roadways, shall be compacted to a density of not less than 95% or as directed by the encroachment permit.
 - 2. Backfill outside of roadways shall be compacted to 90%.
- I. Backfill shall be placed in layers not exceeding 8 inches, compacted and brought up to the subgrade of the roadway.

3.04 EXCESS EXCAVATED MATERIAL

- A. The Contractor shall make the necessary arrangements for and shall remove and dispose of all excess excavated material. It is the intent of these specifications that all surplus material not required for backfill or fill shall be disposed of by the Contractor outside the limits of the public right-of-way and/or easements at no liability to the City.
- B. No excavated material shall be deposited on private property unless written permission from the owner thereof is secured by the Contractor. Before the City will accept the work as being completed, the Contractor shall file a written release signed by all property owners with whom he has entered into agreements for disposal of excess excavated material absolving the City from any liability connected therewith.

3.05 RESTORATION OF DAMAGED SURFACES AND PROPERTY

- A. If any pavement, trees, shrubbery, fences, poles or other property and surface structures have been damaged, removed, or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances, or the specific direction of the City, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor.

3.06 FINAL CLEAN-UP

- A. After backfill has been completed, the right-of-way shall be dressed smooth and left in a neat and presentable condition to the satisfaction of the City.

END OF SECTION

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SECTION 31 39 19
EXPANDING GEOPOLYMER GROUND INJECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section outlines a performance-based specification for expanding geopolymer injection to stabilize pavements and fill existing voids.
- B. Contractor is responsible for selecting materials, equipment, and injection location and methods necessary to achieve specified performance outcomes.

1.02 PERFORMANCE OBJECTIVES

- A. Subgrade support beneath pavements and slabs shall be restored to levels required to prevent ongoing settlement.
- B. Voids beneath pavements or slabs shall be fully filled with expanding geopolymer.
- C. Existing gravity utilities shall be monitored during injection with CCTV before and after injection, and ensure that there is no uplift of pavement. No movement shall be allowed.
- D. Grade elevation shall not change by more than ± 0.2 in unless directed otherwise by the Engineer.
- E. Contractor to provide lateral containment on the slopes either side of the roadway down to Cirby Creek.
- F. Treated subgrade shall achieve increased stiffness as verified by field testing.
- G. All work shall prevent reoccurrence of settlement under anticipated loading conditions.

1.03 SUBMITTALS

- A. Contractor shall submit a minimum of 5 references of successfully executed soil stabilization projects of similar scope to the one proposed.
- B. Contractor shall submit a Work Plan describing:
 - 1. Selected geopolymer material and properties.
 - 2. Proposed injection strategy and layout.
 - 3. Monitoring and verification methods.
- C. Contractor shall maintain daily records of injection points, materials used, and monitored slab movements.

1.04 QUALIFICATIONS

- A. Contractor performing geopolymer injection shall have a minimum of 7 years specialized experience in pavement or slab stabilization using polymer injection technologies.

1.05 QUALITY ASSURANCE

- A. The City has provided a geotechnical evaluation performed for the design of this project for the Contractors reference.

- B. The Contractor shall perform his own geotechnical study for the design and performance of the geopolymer injection work to meet the Performance Objectives in Section 1.02.

PART 2 - PRODUCTS

2.01 GEOPOLYMER MATERIAL

- A. Two-component expanding geopolymer capable of volumetric expansion and curing to a stable, non-degradable solid.
- B. Performance Requirements:
 - 1. Unconfined compressive strength: 150 – 250 psi
- C. Material shall be insensitive to groundwater and non-toxic upon cure.

PART 3 - EXECUTION

3.01 PERFORMANCE-BASED INSTALLATION REQUIREMENTS

- A. Contractor shall determine injection point spacing, depth, and sequencing necessary to achieve required performance outcomes.
- B. Contractor shall monitor vertical movement of slabs and paving continuously during injection.
- C. Contractor shall adjust injection method based on observed field response.

3.02 VERIFICATION TESTING

- A. Contractor shall perform verification testing to confirm improvement in subgrade support.
- B. Acceptable verification test methods include:
 - 1. Standard Penetration Test (SPT)
 - 2. Cone penetration Test (CPT)
 - 3. Dynamic Cone Penetrometer (DCP)
- C. Minimum Test Frequency: One test per 500ft² or one test for smaller treatment areas.
- D. Tests shall demonstrate increased stiffness consistent with preventing future settlement.

3.03 COMPLETION AND RESTORATION

- A. Contractor shall remove or cut injection tubes and restore disturbed surfaces to match existing finishes.
- B. Contractor shall submit as-built documentation showing injection locations and verification test results.

SECTION 32 01 17
PAVEMENT RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work in this section includes reconstruction of all curbs, gutters, sidewalks, mow strips, driveways, road shoulders, pavement and similar items damaged or removed as a result of the work. Reconstruction shall match the original materials and dimensions subject to the minimum requirements of the Contract Documents. All work shall match the appearance of the existing improvements. All valve boxes, rings, manholes, and similar structures shall be adjusted as necessary to match the final grades.
- B. Work covered in this section shall be completed in accordance with the City of Roseville Construction Standards and these Technical Specifications. Where discrepancies or conflicts exist between this specification and the specifications listed above, or the approved Encroachment Permit, the more stringent condition shall apply.

1.02 REFERENCE DOCUMENTS

- A. Reference Specifications: Whenever the words "Standard Specifications" are referred to in the Specifications, the reference is to the State of California, Department of Transportation (CALTRANS), Standard Specifications (latest edition). Standard Specifications paragraphs concerning measurement and payment are excluded.
- B. City of Roseville Construction Standards, Sections 84 & 85

1.03 SUBMITTALS

- A. Certification from the material supplier that the materials supplied for this project meet the Specifications.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Concrete shall meet the requirements of Section 03 30 00 Cast-In-Place Concrete.

2.02 AGGREGATE BASE

- A. Aggregate base shall meet the requirements of Section 26 of the 2022 Standard Specifications for Class II Aggregate Base, and approved Encroachment Permit.

2.03 ASPHALT CONCRETE PAVEMENT

- A. Asphalt Concrete Pavement shall meet the requirements of Section 39 of the 2022 Standard Specifications for HMA (Type A), and approved Encroachment Permit.
- B. The grade of asphalt binder for Type A HMA must be PG 64-10.
- C. The final lift of HMA shall conform to the ½" gradation requirements.

2.04 TYPE II SLURRY SEAL

- A. Aggregate for slurry seal shall be Type II in accordance with the Standard Specifications.

2.05 TRAFFIC STRIPES AND PAVEMENT MARKINGS

- A. Long line traffic stripes and pavement markings meet the requirements for thermoplastic traffic stripes and pavement markings be per the Standard Specifications. Pavement makers shall be per the Standard Specifications.

2.06 SUBGRADE ENHANCEMENT GEOSYNTHETIC

- A. Subgrade enhancement geosynthetic shall be Tensar NX 750 geogrid or approved equal.

PART 3 - EXECUTION FOR WATER LINE WORK

3.01 PAVEMENT CUTTING

- A. After backfilling trenches or excavations and prior to paving, sawcut existing pavement parallel to the trench or excavation, using a concrete saw, to a minimum depth equal to or greater than one-half the pavement thickness.
- B. Any pavement damaged outside these lines shall be re-cut and restored at the expense of the Contractor. Should voids develop under existing pavement during construction, those affected areas shall be sawcut in straight orthogonal lines and replaced after the voids have been filled.

3.02 TEMPORARY PAVEMENT

- A. Temporary resurfacing consisting of not less than 2 inches of hot mix asphalt concrete shall be placed and maintained wherever an excavation is made through an existing pavement section. The temporary resurfacing shall be maintained to provide for the safety and convenience of the public.
- B. Temporary pavement shall be placed as soon as the condition of the trench backfill is considered by the Agency Representative to be suitable to receive resurfacing. Temporary resurfacing shall be removed prior to permanent resurfacing. Temporary pavement shall have temporary pavement delineation conforming to Standard Specifications Section 12-6.

3.03 CONCRETE RESTORATION

- A. Restore all concrete items within City of Roseville right-of-way per City Construction Standards and City Encroachment Permit.
- B. Replace curb, gutter, and sidewalk between the expansion joints at all locations where trenching across them.
- C. Sidewalk repair shall be per City Standard Drawing ST-17.
- D. Restore all other concrete items to the same dimensions and thickness as the original items. Place concrete in accordance with the requirements of Section 03 30 00 Cast-In-Place Concrete. Upper 6 inches of subgrade shall be compacted to a minimum 95 percent relative density prior to placement of concrete. Surface finish shall match existing surrounding surface.

3.04 ASPHALT CONCRETE RESTORATION

- A. Shall conform to City Construction Standards and Encroachment Permit and Details on the approved plans, whichever is more stringent.

3.05 TYPE II SLURRY SEAL

- A. Slurry seal shall be Type II installed in accordance with Caltrans specifications latest edition.

3.06 TRAFFIC STRIPES, PAVEMENT MARKERS AND PAVEMENT MARKINGS

- A. Restore traffic stripes and pavement markings per the Standard Specifications and Encroachment Permit.
- B. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes markings and markers. Include limits and transitions with control points to re-establish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days prior to obliterating the stripes, markings, and markers.
- C. High pressure water blasting shall be used to remove longline traffic stripes and pavement markings.

3.07 IN-TRACT PAVEMENT RESTORATION

- A. All pavement surfaces on private property disturbed by the Contractor shall be restored in-kind to original or better condition. This shall include, but not limited to asphalt, concrete, pavers, gravel or any other improved surface treatment within driveways, walkways or other pathways.

PART 4 - EXECUTION FOR ROADWAY REPAIR

4.01 PAVEMENT CUTTING

- A. After backfilling trenches or excavations and prior to paving, sawcut existing pavement parallel to the trench or excavation, using a concrete saw, to a minimum depth equal to or greater than one-half the pavement thickness.
- B. Any pavement damaged outside these lines shall be re-cut and restored at the expense of the Contractor. Should voids develop under existing pavement during construction, those affected areas shall be sawcut in straight orthogonal lines and replaced after the voids have been mitigated.

4.02 ROADWAY REPAIR

- A. Shall conform to City Construction Standards and Encroachment Permit and Details on the approved plans, whichever is more stringent.
- B. Subgrade enhancement geosynthetic shall be placed per the manufacture's guidelines including a minimum overlap for adjacent sections.

4.03 TRAFFIC STRIPES PAVEMENT MARKERS AND PAVEMENT MARKINGS

- A. Restore traffic stripes and pavement markings per the Standard Specifications and Encroachment Permit.
- B. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes markings and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days prior to obliterating the stripes, markings, and markers.

- C. High pressure water blasting shall be used to remove longline traffic stripes and pavement markings.

END OF SECTION

SECTION 33 00 00
PIPE AND PIPE FITTINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Piping not covered in specific sections of the specifications.
2. Provide piping complete with all fittings, gaskets, jointing materials, supports, saddles, anchors, and necessary appurtenances.
3. Miscellaneous accessories and items.
4. For ductile iron pipe and fittings, See Section 33 11 13.13 - Ductile Iron Piping

1.02 REFERENCES

A. Referenced standards:

1. ANSI/AWWA C600: Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.
2. ANSI/AWWA C602: Standard for Cement-Mortar Lining of Water Pipelines 4 inches and Larger - in Place.
3. ANSI/AWWA C651: Standard for Disinfecting Water Mains.
4. AWWA M11: Steel Pipe - A Guide for Design and Installation Manual.
5. ASTM A53: Standard Specifications for Pipe – Steel, Black Iron, Hot-Dipped, Zinc Coated, Welded and Seamless.
6. ASTM A307: Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi tensile strength.
7. ASTM D297: Standard Test Methods for Rubber Products - Chemical Analysis.
8. ASTM D395: Standard Test Methods for Rubber Property - Compression Set.
9. ASTM D412: Standard Test Methods for Rubber Properties in Tension.
10. ASTM D2240: Standard Test Methods for Rubber Properties - Durometer Hardness.
11. ASTM D1330: Rubber Flange Gaskets Grade I.
12. ANSI B.16.18-84: Cast Copper Alloy Solder-Joint Pressure Fittings.
13. ANSI B16.22-86: Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
14. ASTM B447-88: Standard Specification for Welded Copper Tube.
15. ASTM B642-88: Welded Copper Alloy USNS No. C21000 Water Tube.
16. ASTM D2751-83a: Material Standard for ABS Sewer Pipe and Fittings.
17. ASTM D2661-85a: Material Standard for ABS Drain, Waste Vent Pipe and Fittings.
18. ANSI/AWWA C900: Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches for Water Distribution.
19. ANSI/AWWA C907: Standard for Polyvinyl Chloride (PVC) Pressure Fittings for Water - 4 inches through 8 inches.
20. AWWA M23: PVC Pipe Design and Installation Manual.
21. ASTM D2241-88: Standard Specifications for Polyvinyl Chloride (PVC) Pressure Rated Pipe (SDR Series).

B. Requirements of regulatory agencies:

1. In accordance with all municipal codes and ordinances, laws and regulations of the State.
2. In case of apparent conflict, State and City requirements will govern over these specifications.
3. In absence of State and City regulations, National Plumbing Code applies.

1.03 SUBMITTALS

A. Product Data and Shop Drawings:

1. Sufficient data to verify compliance with the specifications.
2. Shop Drawing showing dimensions, sizes, location.
3. Detailed Shop Drawings for all pipe 4-inch size and larger.
4. Schematic Shop Drawings for all pipe under 4 inches in size.
5. Product Data: Describe materials, pipe, fittings, and gaskets.
6. Manufacturer's published installation instructions.
7. Solvent Cement:
 - a. Product Data.
 - b. Copies of solvent cement manufacturer's report and certification in accordance with ASTM D 2564 for PVC piping, and ASTM F 493 for CPVC piping.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Packing and shipping:

1. To ensure undamaged condition.
2. Use wide bearing area slings and wide padded skids.
3. Do not use bare cables, chains, hooks, metal bars, or narrow skids.
4. Support on padded saddles not less than 12 inches wide.
5. Laterally support ends of pipe, fittings, and specials to maintain shape.
6. Separate materials so they do not bear against each other.
7. Securely fasten load to prevent movement in transit.

B. Acceptance at site:

1. Reject products with dents, kinks, abrupt changes of curvature or other injuries.
2. Reject any products dropped from truck or crane.
3. Replace or recondition at Contractor's expense rejected items.
4. Reconditioning subject to Engineer's acceptance.
5. Replace coatings as originally specified on reconditioned pipe.

1.05 PROJECT/SITE CONDITIONS

- A. Environmental requirements: See Specification Section 02 00 00

PART 2 - PRODUCTS

2.01 MATERIALS

A. Iron-pipe-size brass pipe: Service line repair

1. Pipe: ASTM B43, red brass, regular weight, or FS WW-P-351, Class regular weight.
2. Fittings: ANSI B16.15, 125 lb.
3. Unions: FS WW-U-516, Composition B.

B. PVC, NON-PRESSURE PIPE

1. SDR 26, Drain repair
 - a. Pipe shall meet the requirements of ASTM D2241, ASTM D3034 and ASTM F679.
 - b. Fittings and Joints
 - 1) Push-on:
 - a) ASTM D3034
 - b) Gaskets: ASTM F477
- C. Schedule 80 PVC, for sprinkler system repair
 1. Pipe shall meet the requirements of ASTM D1785.
 2. Fittings and Joints:
 - a. Socket type:
 - 1) Schedule 80: ASTM D2467
 - 2) Solvent weld cement for socket type connections: ASTM D2564.
- D. Pipe accessories:
 1. Watertight and dust-tight pipe sleeves: O-Z Electrical Manufacturing Company, Incorporated; Thru-wall and Floor Seals, or equal.
 2. Modular, rubber, sealing elements: Thunder Line Corporation, "Link Seal," or equal.
 3. Thread tape: Teflon; John Crane "Thread Tape," Garlock Plasti-Thread," Hoke "EZ Seal," or equal.
 4. Protective coatings:
 - a. Tape wrap: FS HH-T-30 Coal Tar Base; Protecto Wrap "200," Tapecoat "CT," or equal.
 - b. Coal tar coating: MIL-C-18480; Kop Coat "Bitumastic No. 50," Tnemec "46H-413 Tneme-Tar," or equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General:
 1. Install where indicated on Drawings.
 2. Provide unions where required for equipment removal, indicated on the Drawing or specified.
 3. Do not install piping to obstruct openings and passageways.
 4. Cut pipe to measurement taken at the site, not from the Drawings.
 5. Provide taps for pressure-gauge connections with a nipple, snubber, and gauge cock where indicated on Drawings.
 6. Slope drain piping a minimum of 1/4 inch per foot.
- B. Joints:
 1. Make pipe joints carefully and neatly.
 2. Threaded:
 - a. ANSI B2.1, NPT fully and cleanly cut with sharp dies.
 - b. No more than three (3) threads exposed after installation.
 - c. Ream pipe ends after threading to remove burrs.
 - d. Apply thread tape to joints in all plastic and stainless steel piping.
 - e. Apply thread tape or joint compound to joints in other piping.
 3. Compression:

- a. Cut pipe ends squarely, remove burrs.
 - b. Scratches or grooves in tubing are not allowed.
- 4. Flared:
 - a. Cut tubing ends squarely; remove burrs.
 - b. Scratches or grooves in flared ends are not allowed.
- 5. Bell and spigot:
 - a. Install as recommended by manufacturer.
 - b. 12 inches and smaller outlets, where minimum line is at least twice the diameter of the branch; tee or a tapping saddle is acceptable.
 - c. Mark the centerline of each flange and mechanical joint piece on ductile iron pipe.
 - d. Finish machine pipe ends and flange faces flat and perpendicular to pipe centerline in a single operation on ductile iron pipe.
- 6. Flanged: Tighten bolts sufficiently to slightly compress gasket in accordance with manufacturer's instructions, but not so tight as to distort flanges.
- C. Protective coating:
 - 1. Tape-wrap buried steel pipe, including joints.
 - 2. Half-lap tape wrapping, minimum 20 mils thickness.
 - 3. Install polyethylene encasement on ductile iron pipe.
 - 4. Apply one (1) coat of coal tar paint to joints in buried steel piping.
 - 5. Paint exposed threads of submerged piping with zinc-rich paint.

3.02 FIELD QUALITY CONTROL

- A. Test each line at the Contractor's expense in the presence and to the satisfaction of Engineer.
 - 1. Test per Section 33 13 10 - Water Piping System Testing.
- B. Provide all testing equipment, materials, tools, appliances and devices, and labor.
- C. Leaks:
 - 1. Make all joints and seams watertight and free of leaks.
 - 2. Inspect all exposed shop- and field-welded seams.
 - 3. Mark leaks clearly.
 - 4. Repair all visible leaks on exposed piping.
 - 5. Do not remove marks until leak is corrected.
 - 6. Repair at Contractor's expense leaks discovered within one (1) year after final acceptance by Owner.

3.03 CLEANING

- A. General:
 - 1. The inside of all pipe, valves, and fittings shall be smooth, clean, and free from blisters, loose mill scale, sand, and dirt when erected.
 - 2. Flush and disinfect all lines prior to tie-in per City Standards.

END OF SECTION

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SECTION 33 01 90
DEMOLITION AND ABANDONMENT

PART 1 - GENERAL

1.01 SCOPE

- A. The work of this section includes the removal or abandonment in place of pipelines and related items, and disposal of salvage items contained herein and as shown on the plans.
- B. Demolition must be scheduled to allow all existing services and utilities to remain in continuous operation as long as possible. No interruption in operation will be permitted without authorization from the Owner's Representative. Contractor shall provide any temporary means and facilities required to keep the required services in operation when the normal means requires interruption.

1.02 HISTORICAL AND ARCHAEOLOGICAL

- A. If during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affected the find and shall notify the City Representative. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City Representative that Contractor may proceed. Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents.

1.03 CONCRETE GROUT

- A. Controlled Low Strength Material (CLSM) will be used to fill entire abandoned pipe under paved areas.
- B. CLSM will be used to fill the first two feet of abandoned pipe under non-paved areas.

1.04 OTHER MATERIALS

- A. All other materials not specifically described but required for the proper completion of the work of this section shall be as selected by the Contractor subject to the approval of the engineer. Portions of existing pipelines that will remain in service (pressurized) after an existing portion of pipe is abandoned and/or disconnected shall be mechanically capped with a mechanical device submitted by the Contractor and approved by the City.
- B. Depending on the Contractor's sequencing thrust blocks may be required at existing valves or new end caps if the existing pipeline is to remain in service (pressurized). Contractor shall coordinate with the City to determine if thrust blocks are necessary.

PART 2 - EXECUTION

2.01 ABANDONMENT PLAN

- A. Contractor shall submit an abandonment and demolition plan to the City for review and approval. The plan shall be submitted a minimum of two (2) weeks prior to any abandonment or demolition.
- B. All questions regarding abandonment type and extents shall be submitted to the City in a Request for Information (RFI) format.

2.02 INSPECTION

- A. Prior to all work of this Section, carefully inspect the entire site and all objects to be removed and preserved. Locate all existing utility lines and determine all requirements for disconnecting and capping. Locate all existing active utility lines traversing the site and determine the requirements for their protection.
- B. All abandonments shall be coordinated with the City Inspector.

2.03 ABANDONMENT OF WATER PIPELINES

- A. Mainlines
 - 1. Abandon in place mainlines as indicated on the drawings in accordance with City standards and as specified below. Mainline abandonment includes removal of all valves, blind flanges, tees, crosses, fittings, etc. as required to abandon the pipe. This also includes removal of up to 10 feet of pipe and all pavement replacement at each fitting/valve to be removed, as necessary to complete the abandonment.
- B. Mainline Valves
 - 1. Shut existing mainline valve to be abandoned. Remove valve box and riser and backfill with CLSM per specifications. Riser shall be removed a minimum of one-foot below grade.
 - 2. Gate valves removed that can be reused shall be returned to the City.
- C. Fire Hydrants
 - 1. Hydrants to be removed from abandoned lines shall be placed in the open position for a minimum of 2 days prior to removal to verify all cross overs. Hydrants shall be removed after inspector's approval.

2.04 PLUGGING ABANDONED PIPING

- A. Construct plugs by placing 2-feet of CLSM into the open ends of abandoned piping as shown on the contract drawings.

2.05 DEMOLITION

- A. Remove and dispose of foundation, structures, fences, and other obstructions indicated in the contract documents. Carefully remove designated salvable materials, transport and store in approved containers to approved locations.

2.06 DISPOSAL

- A. Contractor shall legally haul and dispose of debris material from demolition operations. No additional payment will be made for hauling or disposal costs.
- B. The Contractor is made aware that existing pipelines in the project area may be asbestos concrete (AC) material which is considered a hazardous material if removed or disturbed. The Contractor should anticipate the need to remove sections of this pipe during tie-ins and abandonments. The contractor shall ensure that all pipe is properly removed and disposed of in accordance with all applicable regulatory requirements. Copies of all disposal records shall be provided to the City prior to final acceptance of the project.

2.07 SALVAGED MATERIAL

- A. Carefully remove items to be salvaged and store on City property where indicated, unless otherwise directed. All unsalvaged items removed shall become the property of the Contractor.
- B. Salvage items shall be cleaned of all loose debris and delivered to the Agency.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protection
 - 1. Demolition shall be performed in such a manner as to not harm adjacent structures, equipment, existing landscaping or natural vegetation.
 - a. The Contractor shall assume full responsibility for such disturbance.
 - b. All costs of any such repair, rehabilitation, or modifications shall be borne by the Contractor.
 - c. Existing facilities not scheduled for demolition, which are damaged by construction activities, shall be repaired or replaced at the City's discretion and at the Contractor's expense.
 - 2. The Contractor shall provide such protection and means as may be required to transfer material to the ground.
 - a. Throwing, dropping or permitting the free fall of material and debris from heights which would cause damage to other work, existing structures, or equipment; undue noise or nuisance; or excessive dust is expressly prohibited.

3.02 REMOVED MATERIAL AND DEBRIS

- A. Where Contractor is directed on the Drawings to "Demolish" or "Remove" material or facilities it is understood that the material will be removed and disposed of offsite unless specifically stated otherwise or directed by the Owner's Representative.
- B. All removed material and debris shall become the property of the Contractor and shall be removed from the site.

- C. Materials and debris generated by demolition activities shall not be allowed to accumulate. Debris shall be removed daily and disposed of in a lawful manner.

3.03 RESTORATION

- A. Restore adjacent structures and facilities damaged during demolition to original or better condition.

END OF SECTION

SECTION 33 11 13.13
DUCTILE IRON PIPING

PART 1 - GENERAL

1.01 SUMMARY

- A. Refer to City of Roseville Construction Standards, Section 81, with the following additions and exceptions.
- B. Section includes:
 - 1. Provide ductile iron piping complete with all fittings, jointing materials, pipe hangers and supports, anchors, blocking, and other necessary appurtenances.
- C. Joint deflection: One-half allowed by manufacturer.

1.02 REFERENCES

- A. Reference standards:
 - 1. ANSI/AWWA C104/A21.4: Standard for Cement Mortar Lining for Ductile Iron Pipe and Fitting for Water.
 - 2. ANSI/AWWA C105/A21.5: Standard for Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.
 - 3. ANSI/AWWA C110/A21.10: Standard for Ductile Iron and Gray Iron Fittings, 3-In. Through 48-In., for Water and Other Liquids.
 - 4. ANSI/AWWA C111/A21.11: Standard for Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - 5. ANSI/AWWA C115/A21.15: Standard for Flanged Ductile-Iron Pipe with Threaded Flanges.
 - 6. ANSI/AWWA C150/A21.50: Standard for Thickness of Ductile-Iron Pipe.
 - 7. ANSI/AWWA C151/A21.51: Standard for Ductile Iron Pipe, Centrifugally Cast, for Water and Other Liquids.
 - 8. ANSI/AWWA C153/A21.53: Standard for Ductile Iron Compact Fittings 3-In. through 16-In. for Water and Other Liquids.
 - 9. ANSI/AWWA C600: Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.
 - 10. ASME/ANSI B16.1: Cast Iron Pipe Flanges and Flanged Fittings.
 - 11. ASTM A48: Standard Specification for Gray Iron Castings.
 - 12. ASTM A377: Standard Index of Specification for Ductile-Iron Pressure Pipe.
 - 13. ASTM A536: Standard Specification for Ductile-Iron Castings.
 - 14. ASTM C150: Standard Specification for Portland Cement.
 - 15. ASTM D1248: Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.
 - 16. ASTM D395-89 Method B: Standard Test Method for Rubber Property - Compression Set.
 - 17. ASTM D412-87: Standard Test Method for Rubber Properties in Tension.
 - 18. ASTM D2240-86: Standard Test Method for Rubber Properties - Durometer Hardness.
 - 19. ASTM A307: Standard Specification for Carbon Steel Bolts and Studs.

1.03 SUBMITTALS

- A. Product Data and Shop Drawings:

1. Material specification data.
2. Detailed Pipe layout Drawings.
3. Installation instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. During loading, transporting, unloading and storage, prevent damage to material.
 1. To ensure undamaged condition.
 2. Use wide bearing area slings and wide padded skids.
 3. Do not use bare cables, chains, hooks, metal bars, or narrow skids.
 4. Laterally support pipe, fittings, and specials to maintain shape.
 5. Separate materials so they do not bear against each other.
 6. Securely fasten load to prevent movement in transit.
- B. Do not drop pipe or fittings.
- C. Adequately tag or otherwise mark all piping and fittings as to size.
- D. Acceptance at site:
 1. Reject products with dents, kinks, abrupt changes of curvature or other injuries.
 2. Reject any product dropped from truck or crane.
 3. Replace or recondition at Contractor's expense rejected items.
 4. Reconditioning subject to Engineer's acceptance.
 5. Replace coatings as originally specified on reconditioned pipe.

1.05 PROJECT/SITE CONDITIONS

- A. Environmental requirements: See specification Section 02 00 00

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturers:
 1. U.S. Pipe and Foundry Co.
 2. Pacific States.
 3. Or equal.
- B. Manufacturers for fittings, joints, and couplings are listed with the specific materials in Section 2.02, Materials.

2.02 MATERIALS

- A. Pipe:
 1. Ductile iron: ANSI/AWWA C151/A21.51 - Classified as listed below:
 - a. 12 inches and below: Pressure Class 350.
 - b. 24 inches and above: Pressure Class 250.
 - c. All pipe burial depth greater than 15 feet below finished grade: Pressure Class 350.
- B. Fittings:
 1. Ductile iron: ANSI/AWWA C110/A21.10 dimensions, ASTM A536 Grade 80-60-03 or 70-50-05. ANSI/AWWA C153 fittings are allowed.
- C. Joints:

1. All joints shall be restrained.
 2. Mechanical joints: ANSI/AWWA C111/A21.11.
 3. Mechanical joints with tie rods:
 - a. Tie rods: ASTM A307.
 - b. Steel pipe spacers: ASTM A120, standard weight.
 - c. Washers: ANSI A27.2 plain steel.
 - d. Plastic plugs: As recommended by pipe manufacturer.
 4. Flanged joints:
 - a. Flanges:
 - 1) General use: ANSI A21.15 or ASME/ANSI/B16.1, 125 lb.
 - b. Bolts: ASTM A307, chamfered or rounded ends projecting 1/4-inch to 1/2-inch beyond outer face of nut, unless otherwise specified.
 - c. Nuts: ASTM A307, hexagonal, ANSI B18.2, heavy semi-finished pattern, unless otherwise specified.
 - d. Flanged bolts and nuts shall be type 316 stainless steel for the following conditions:
 - 1) Submerged in water or wastewater.
 - 2) In an enclosed space above wastewater.
 - 3) Buried.
 - e. Gaskets: Full face, 1/8-inch thick, rubber.
 5. Threaded connections: ANSI B2.1 NPT; provide service saddles at all tapped connections.
 6. Restrained joint:
 - a. Mechanical joint with EBAA Iron Megalug or equal.
 7. Flanged coupling adapters:
 - a. 12 inches and under: Smith-Blair Type 912, Dresser Style 127, or equal, with anchor studs and stainless steel nuts, bolts, and washers.
 - b. 14 inches and over: Smith-Blair Type 913, Dresser Style 128, or equal.
 8. Service saddles: Ductile iron with double galvanized steel straps and rubber sealing gasket, 250 psi pressure rating, stainless steel nuts, bolts, and washers.
 9. Restrained flange adapters:
 - a. EBAA Iron 2100 Megaflange or equal.
- D. Corrosion control:
1. Shop lining and coating:
 - a. Lining: Mortar, NSF 61 approved
 - b. Rust-preventative compound: Houghton "Rust Veto 344," Rust-Oleum "R-9."
 - c. Coating
 - 1) Buried: Bituminous coating per ANSI/AWWA C104/A21.4.
 - 2) Aboveground: Fusion bonded epoxy per AWWA C116 & C213

2.03 FABRICATION

- A. Joints:
1. Type:
 - a. Buried: Restrained Mechanical and flanged as shown.
 - b. Exposed: Flanged.
 - c. Other: As noted on Drawings.
 2. 12 inches and smaller outlets, where main line is at least twice the diameter of the branch; tee or a tapping saddle is acceptable.
 3. Where tie rods are required, except as indicated on Drawings provide:

- a. 14 inches and below: Two (2) rods.
- b. 16 inches through 20 inches: Four (4) rods.
- c. 24 inches through 30 inches: Six (6) rods.
- d. 36 inches through 48 inches: Eight (8) rods.
- 4. Mark the centerline of each flange and mechanical joint piece.
- 5. Screw flanges onto screwed-on flanged pipe so that pipe extends completely through and flush with the flange.
- 6. Finish machine pipe ends and flange faces flat and perpendicular to pipe centerline in a single operation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas for:
 - 1. Defects such as weak structural components that adversely affect execution and quality Work.
 - 2. Deviations beyond allowable tolerances for piping clearances.
- B. Start installation only when conditions are satisfactory.
- C. Pipe:
 - 1. Carefully examine pipe and fittings for cracks and other defects prior to installation.
 - 2. Remove all defective pipe from site and replace.

3.02 INSTALLATION

- A. Cutting pipe:
 - 1. Cut pipe neatly without damage to pipe or cement lining.
 - 2. Cut smooth, straight, and at right angles to pipe axis.
 - 3. Dress and bevel end of cut pipe to remove roughness and sharp corners.
 - 4. Cut cast iron with mechanical pipe cutters.
 - 5. Cut ductile iron pipe with saw or abrasive wheel.
- B. Cleaning:
 - 1. Thoroughly clean pipe and fittings of foreign matter before installation.
 - 2. Keep pipe and fittings clean until final acceptance.
 - 3. Joint contact surfaces:
 - a. Wire brush, if necessary.
 - b. Wipe clean.
 - c. Keep clean until jointing is complete.
- C. Piping in buildings or structures:
 - 1. Completed installation should present a neat, orderly appearance.
 - 2. Do not block openings, passageways, or pipe galleries.
 - 3. Run piping parallel to walls of building or structure.
 - 4. Keep piping from contacting walls, structures or installed items.
- D. Piping underground:
 - 1. Install in accordance with AWWA C600, except as specified herein.
 - 2. Protect from lateral displacement while placing backfill.
 - 3. Embedment and backfill per Earthwork Section.

4. Do not lay pipe:
 - a. In water.
 - b. Under unsuitable weather conditions.
 - c. Under unsuitable trench conditions.

E. Jointing:

1. Restrained joints: **Restrain all ductile iron joints for this project.**
2. Follow manufacturer's instructions.
3. Below Grade: Mechanical joints
 - a. If an effective seal is not obtained, disassemble joint, clean thoroughly, and reassemble.
 - b. Do not over-tighten bolts to compensate for poor installation.
 - c. Carefully align holes in mechanical joints with tie rods to permit installation of the harness bolts.
 - d. Install flange and mechanical joint pieces so the mechanical joint holes, as well as the flange holes, straddle the top centerline for horizontal piping or the side centerline for vertical piping.
 - e. Restrain all joints on pressure pipe.
4. Above Grade: Flanged joints
 - a. Take care when bolting flanges to ensure that there is no restraint on the opposite end of the pipe which would prevent gasket compression or cause unnecessary stress in flanges.
 - b. Leave one (1) flange free to move in any direction while tightening flange bolts.
 - c. Tighten bolts gradually at a uniform rate to compress gaskets uniformly.
5. Mechanical couplings:
 - a. Cut pipe ends clean and smooth.
 - b. Leave a space of 1/2-inch between pipe ends.
 - c. Restrain all couplings on pressure pipe unless indicate otherwise on the Drawings.

F. Reducers:

1. Provide eccentric reducers.
2. Install with straight side on top to avoid trapping air.

G. Anchorage:

1. In interior locations and where subject to internal pressure anchor or harness piping with mechanically coupled or similar joints to prevent separation of joints.
2. Other location: Provide reaction blocking anchorages or other supports for fittings above grade or exposed in structure as indicated on the Drawings or as required to prevent movement.
3. Concrete blocking:
 - a. Bearing area as indicated on the Drawings, or as directed by the Engineer.
 - b. Extend from fitting to solid undisturbed earth.
 - c. Install so joints are accessible for repair.
 - d. If adequate support against undisturbed earth cannot be obtained, provide restrained joints or metal harness anchorages across the joint and secure by anchoring to the pipes or fittings or other anchorage facilities as required for adequate support.
 - e. If the lack of a solid vertical excavation face is due to improper excavation, all excess costs shall be borne by Contractor.

H. Encasement:

1. Provide concrete encasement as indicated on the Drawings.
2. Provide concrete encasement under all buildings to a distance of five (5) feet outside of the footing.
3. Suitably support and block pipe and anchor against flotation.

I. Connection to existing pipelines:

1. Make connections between new and existing piping with suitable fittings.
2. Schedule connection to minimize inconvenience to the Owner.
3. Contractor shall dewater existing piping.
4. The City shall operate all existing valves.
5. Provide facilities for adequate dewatering and disposal of water from dewatered line and excavations without damage to adjacent property. Obtain a Low Threat Discharge Permit as required.

J. Corrosion control:

1. Metal surfaces:
 - a. See plans for test stations and other corrosion control details.
 - b. Coat all steel clamp rods, bolts, and other metal accessories used in tapping saddles, anchorages or joint harnesses subject to submergence or contact with the earth and not concrete-encased.

K. Alignment:

1. Unless shown otherwise, piping shall be installed parallel to building lines, plumb, and level.
2. Piping shall be installed without springing or forcing the pipe in a manner which would set up stresses in the pipe, valves, or connected equipment.
3. All pipe flanges shall be set level, plumb, and aligned. All flanged fittings shall be true and perpendicular to the axis of the pipe. All bolt holes in flanges shall straddle vertical centerline of pipes.

3.03 FIELD QUALITY CONTROL

A. Testing:

1. New piping
 - a. Shall be pressure tested, flushed and disinfected prior to returning to service.
 - b. Perform hydrostatic tests in accordance with City Standards.
 - c. Use a test pressure of 150 psi in the new sections of pipe.
2. Existing isolated sections of pipe (Approximately 4,100 feet of 24" pipe)
 - a. Shall be pressure tested, flushed and disinfected prior to returning to service.
 - b. Perform hydrostatic tests in accordance with City Standards.
 - c. Use a test pressure of 100 psi in the new sections of pipe. Test pressure shall be verified with City Engineer two weeks prior to any testing procedures. The purpose of this pressure test is to determine if there are any existing leaks that need repair. The Contractor will not be responsible for the repair of these leaks unless the City contracts with the Contractor to make the repairs.

B. See The City Standards for flushing and disinfecting procedures.

END OF SECTION

SECTION 33 12 13
WATER CONNECTIONS AND TIE-INS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Tie-ins to the City system shall be performed per the City Construction Standards, Section 81.
- B. The following shall also apply.
- C. This Section describes the procedures for tie-ins to the existing water main line and at the designated tie-ins to the existing water services.

1.02 SUBMITTALS

- A. As specified in the City of Roseville's Design and Construction Standards or as modified herein.
- B. Submit catalog cut sheets, complete with maintenance data and assembly drawings for fittings, valves, and boxes.
- C. Submit service line location as-builts for each property.
- D. Submit a cross-over plan and abandonment plan each a minimum of 2-weeks before being needed.

1.03 RELATED WORK AND REFERENCES

- A. City of Roseville Design and Construction Standards
- B. City of Roseville Municipal Code and Plumbing Code
- C. California Plumbing Code

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TIE-IN TO EXISTING SYSTEM REQUIREMENTS

- A. The Contractor is made aware that there may be existing pipelines in the project area constructed with asbestos concrete (AC) material which is considered a hazardous material if removed or disturbed.
 - 1. If the Contractor encounters this pipe type, the contractor shall ensure that all pipe is properly protected from damage or disturbance.
- B. Existing Water System
 - 1. In order to prevent unnecessary interruption of water flow, a controlled scheduling and sequence of the Contractor's work is necessary. The Contractor shall work in cooperation with the City's Operations and Maintenance personnel to maintain continuous operation of the system.
 - 2. The Contractor is required to submit a schedule and tie-in plan for City approval a minimum of ten (10) working days prior to starting any of the tie-in work. The plan shall include emergency response measures.

- C. The Contractor shall not operate any City valve or other water appurtenances. This includes any new valve in continuous service (operation), even prior to final acceptance.
- D. Connections to Existing Facilities:
 - 1. Existing water mains must remain in service until the new water main is tied in, tested, accepted, and all water services affected by the main are restored.
 - 2. The new lines shall be constructed as close as possible to the tie-in points. The new lines must be completely tested and accepted before tying into the existing lines.
 - 3. New services shall be installed prior to testing of the new water main unless the existing service is to be re-used.
 - 4. The cost of temporary facilities and other items necessary for successful completion of the project shall be included in the Contractor Bid.
 - 5. The Contractor shall be fully prepared to complete the connection in the time allotted and shall not stop work until the facilities are restored to service or until otherwise directed by the City.
 - 6. All possible preparatory work shall be completed to the satisfaction of the City prior to connection to the existing system. The City reserves the right to cancel or delay the tie-ins due to weather, equipment or man-power concerns.
- E. Exposing Existing Facilities
 - 1. When connections are to be made to any existing pipe or other appurtenances, a minimum of 24-hours before the tie-in the Contractor shall excavate and expose the existing facility before the connection is made to determine the material, actual size, elevation, or position of the facility.
- F. Tie-in Sequencing
 - 1. After successful testing of the new water main line, the new water main line shall be connected to the existing waterline as shown on the plans.
 - 2. Contractor is required to employ adequate resources to ensure that no customer shall be out of service for more than 4-hours at a time (during tie-in to the existing pipeline system). At this time, there are no known instances in which customer service interruption will be caused. However, this requirement shall apply if any such instance is encountered during construction.
 - 3. The Contractor is responsible for determining if a customer will be out of water for more than 4-hours and providing an adequate bypass plan to provide water. Contractor is responsible for all costs associated with a bypass plan (including obtaining City approval).
 - 4. The Contractor shall notify the City Representative a minimum of 5-working days prior to any shut-downs. The Contractor will be responsible for notifying and coordinating with customers. The Contractor is responsible for any de-watering required to complete the tie-in and shall be included in the Contractors Bid.
 - 5. The Contractor is responsible to keep the City Representative informed of all customer notifications (who was notified and when) throughout the project.

3.02 FLUSHING/DISINFECTION WATER DISCHARGES

- A. The following types of non-stormwater discharges are anticipated for the flushing/disinfection phase of the project. Each discharge requires monitoring and notifications as noted below:

1. Water line flushing
 - a. Discharges associated with water line flushing are allowed to the City's storm drain system as allowed by the City of Roseville's Municipal Code Exemptions for Urban Stormwater Quality Management and Discharge Control (Chapter 14.2).
 - b. The Contractor must provide the City a plan for flushing which identifies the drainage inlets for flushing, the anticipated flow rate and volume, BMPs to be implemented during flushing, and monitoring procedures.
 - c. BMPs must meet the requirements of the Stormwater Quality BMP Construction Guidance Manual which can be found on the City's website.
2. Super-chlorinated Discharges
 - a. Following disinfection of the system discharges of the super-chlorinated water into the sewer will be allowed with specific permission of the Environmental Utilities Department.
 - b. Contractor is required to coordinate planned discharges to the sewer system with EUD and Wastewater Treatment (Tracie Mueller – (916) 774-5688).
 - c. Discharges to the storm drain system must be dechlorinated and meet the monitoring and reporting requirements of the State General Permit (NPDES) for Drinking Water System Discharges (including specific requirements for chlorine residual, pH, and turbidity).
 - d. The Contractor will be responsible for discharge fees.

****END OF SECTION****

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SECTION 33 13 00
DISINFECTING WATER MAINS

See City of Roseville Design and Construction Standards, Section 81 available at:

https://www.roseville.ca.us/government/departments/development_services/engineering_land_development/construction_management_inspection/design_construction_standards

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SECTION 33 13 10
WATER PIPING SYSTEM TESTING

See City of Roseville Design and Construction Standards, Section 81 available at:

https://www.roseville.ca.us/government/departments/development_services/engineering_land_development/construction_management_inspection/design_construction_standards

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SECTION 40 05 61
GATE VALVES

See City of Roseville Design and Construction Standards, Section 81 available at:

https://www.roseville.ca.us/government/departments/development_services/engineering_land_development/construction_management_inspection/design_construction_standards

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40 05 64
BUTTERFLY VALVES

PART 1 - GENERAL

1.01 SCOPE

- A. This specification governs materials and installation of butterfly valves. Valves greater than 12 inches shall be butterfly valves; unless specifically called out on plan sheets for pressure reducing stations.
- B. Valves shall be furnished and installed by the contractor at the locations shown on the approved plans, or as required by the City.

1.02 SUBMITTALS

- A. Prior to the purchase of butterfly valves to be used in the City system, the following items shall be submitted and approved by the City.
- B. Manufacturer's catalog data and detail construction sheets showing the size to be used, valve dimensions, pressure rating and materials of construction.
- C. Actuator manufacturer's catalog data and detail construction sheets showing the dimensions, materials, number of turns, and required torque input of the actuator to be used.
- D. Manufacturer's catalog data and NSF certification seal on the lining to be used.

PART 2 - MATERIALS

2.01 BURIED BUTTERFLY VALVES

- A. General
 - 1. Shall be tightly closing, rubber seated valves conforming to AWWA C-504 suitable for buried service. Valves shall be Class 250-B designed for tight shut-off up to 250 psi in both directions. Valve disc shall rotate 90 degrees from fully open to tightly closed position.
- B. Valve body
 - 1. Valve bodies shall be cast iron with integrally cast mechanical joints or flanged ends.
 - 2. Exposed capscrews, bolts, and nuts shall be stainless steel type 304.
- C. Valve operators
 - 1. Shall be of the manual traveling nut type.
 - 2. Operators shall be equipped with a two-inch AWWA square operating nut. They shall be sealed and gasketed and lubricated for underground service.
 - 3. The operator shall be capable of withstanding an input torque of 450 ft. lbs. at extreme operator position without damage.
- D. Coating and Lining
 - 1. Interior surfaces, excluding seating areas, bronze, and stainless steel pieces, shall be epoxy lined to a dry film thickness of 12 mils. Liquid epoxy linings shall be applied in two coats. Lining of interior valve surfaces shall be performed in a facility

with qualified personnel and where the environment can be controlled. Epoxy lining of valves shall not be permitted in the field.

2. Liquid epoxy coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, as certified for use in contact with potable water. Powder epoxy coating materials shall contain 100% solids. Surface preparation shall include White Metal Blast Cleaning.
3. Exterior surfaces shall be shop coated with two coats of asphalt varnish conforming to AWWA C-504. Flange faces shall be coated with a rust preventive compound.

E. Marking

1. The manufacturer shall show on the valve the valve size, manufacturer, class and year of manufacture.

F. Valve Disc and Shaft

1. Discs shall be cast iron with a stainless steel edge. Shafts shall be type 304 stainless steel.

G. Types of End Connections

1. End connections may be either flanged or mechanical joint type.

2.02 ABOVE GROUND OR VAULT BUTTERFLY VALVES

A. General

1. Shall be tightly closing, triple offset metal seated valves. Valves shall be Class 250-B designed for tight shut-off up to 250 psi in both directions. Valve disc shall rotate 90 degrees from fully open to tightly closed position.

B. Valve boxes

1. All valve boxes in street and other traffic areas shall be designed to H-20 loading conditions.
2. A list of approved manufacturers and part reference numbers include:
 - a. Christy (Type G5, Type B 17 by 30 H-20)
 - b. BES
 - c. D&L (#K-6004)
 - d. Or approved equal.

C. Valve body

1. Valve bodies shall be stainless steel with integrally cast flanged ends or lug ends. Exposed capscrews, bolts, and nuts shall be stainless steel type 304. Valves installed in vault applications shall be coated per Specification 09 90 00.

D. Valve operators

1. Gear operators shall have handwheels. The handwheel shall have a minimum diameter of 12 inches. The actuator shall contain a dial indicator which shows the position of the valve disc.

E. Coating and Lining

1. Interior surfaces shall be uncoated stainless steel.

F. Marking

1. The manufacturer shall show on the valve the valve size, manufacturer, class and year of manufacture.
- G. Valve Disc and Shaft
 1. Discs shall be 316 stainless steel body seat with a duplex stainless steel and graphite seal ring. Shaft shall be 17-4 PH stainless steel.
- H. Types of End Connections
 1. End connections may be either flanged or lug type.

PART 3 - EXECUTION

3.01 STORAGE

- A. Valves shall be delivered and stored in the field with the port openings covered with plastic, cardboard or wood. These covers shall remain in place until the valves are ready to be installed. Valves shall not be stored in contact with bare ground. Valves shall not be stacked on top of one another.

3.02 BURIED BUTTERFLY VALVES

- A. Installation
 1. The weight of the valve shall be supported by firm ground or blocking and not the pipe. In vaults or above ground applications the valves shall have an individual pipe support.
 2. Flanged Connection
 - a. Valves shall be installed with the operating nut in the vertical position. Flanges, bolts and nuts shall be cleaned by wire brushing before installing flanged valves. Threads of bolts and nuts shall be clean and threads shall be lubricated with NSF 61 anti-seize compound. Nuts and bolts shall be tightened uniformly and progressively. If flanges leak under pressure testing, the contractor shall loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
 - b. Bolts shall be tightened in an even manner by a series of steps until the torque required by the manufacturer is reached.
 3. Mechanical Joint
 - a. Valve socket, gland, and pipe plain end shall be wiped clean of all sand, dirt and foreign material prior to valve installation. Bolts shall be tightened in a manner by a series of steps until the torque required by the manufacturer is reached.
 4. Polyethylene Encasement
 - a. Valves and all bolted connections shall be encased with 10 mil polyethylene plastic film wrap installed as follows: The valves shall be wrapped by passing the flat sheet of film under the valve bottom and bringing the ends around the body to the stem and securing it in place with two-inch strips of adhesive tape.
 - b. The polyethylene shall be secured around the valve in such a manner as to leave the stem free to operate. The film shall be brought completely around the flanges and secured to the pipe with a plastic adhesive tape on either side of the valve flange.
 5. Operation
 - a. Immediately before installation, each valve shall be operated through one complete open-close cycle and visually checked for proper operation. Boxing

of valves shall begin immediately after pipe sections containing the valves have been installed. All valve boxes, paving rings, and lids shall be brought to grade after pavement has been constructed.

3.03 ABOVE GROUND OR VAULT BUTTERFLY VALVES

A. Installation:

1. The weight of the valve shall be supported by an individual pipe support.
2. Flanged or Lug Connection
 - a. Valves shall be installed with the operating handwheel operator either in the vertical or horizontal position. Contractor shall verify with City Inspector prior to installation of the orientation of the handwheel. Flanges, bolts and nuts shall be cleaned by wire brushing before installing flanged valves. Threads of bolts and nuts shall be clean and threads shall be lubricated with NSF 61 anti-seize compound.
 - b. Nuts and bolts shall be tightened uniformly and progressively. If flanges leak under pressure testing, the contractor shall loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
3. Bolts shall be tightened in an even manner by a series of steps until the torque required by the manufacturer is reached.

END OF SECTION

Appendix A

CIRBY WAY SINKHOLES GEOTECHNICAL EVALUATION

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Project No. S2871-05-01

July 31, 2025

DRAFT VIA ELECTRONIC MAIL

Carlton D. Allen
Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
Callen@ben-en.com

Subject: GEOTECHNICAL EVALUATION
CIRBY WAY SINKHOLES
CIRBY WAY & INGLIS WAY
ROSEVILLE, CALIFORNIA

- References:
- 1) Gasch Geophysical Services, Inc., *Cirby Way Emergency Ground Penetrating Radar Investigation at the Cirby Way Sinkhole Site, GGSI Project No. 2024.10.01, dated March 4, 2024.*
 - 2) Gasch Geophysical Services, Inc., *Cirby Way Phase 2 Ground Penetrating Radar Investigation at the Cirby Way Sinkhole Site, GGSI Project No. 2024.10.02, dated November 19, 2024.*
 - 3) Domenichelli & Associates, Inc. *Volume 3 of 4 and Contract Documents for Design-Assist and Construction of Cirby Way Water Pipeline Repair*, dated April 8, 2025.
 - 4) City of Roseville, Various email correspondence and photograph documentation of water main rupture and repair, received April and May 2025.

Mr. Allen:

In accordance with the approved Agreement between Bennett Engineering Services and Geocon executed June 12, 2025, we have prepared this summary of our geotechnical evaluation of the sinkholes and pavement distress that has been observed on Cirby Way, near Inglis Way in Roseville, California. The approximate site location is shown on Figure 1.

BACKGROUND

The City has a current project that consists of water pipeline and road repairs on Cirby Way between Inglis Way and Cirby Oaks Way. We understand that the existing 24-inch water main ruptured in December 2023 and water was observed flowing through surface through cracks in the pavement. Sinkholes later formed in February and July 2024, and were filled in with aggregate base (AB) material followed by asphalt patches. At the time of the water main rupture, we understand that liquefied sandy soil was observed flowing out through cracks in the asphalt. Based on our discussion with City representatives, we are not aware of any locations where water or soil flowed laterally out of the embankment slopes.

Gasch Geophysical Inc. previously performed two geophysical investigations (References 1 and 2) to identify potential subsurface voids and other anomalies. Several anomalies were noted, however the Ground Penetrating Radar (GPR) techniques used by Gasch was limited to imaging approximately six feet deep.

We understand that bid documents have been prepared for the pipeline replacement project, however there is concern that additional voids or otherwise compromised soil may still be present below the depth limitations of Gasch's geophysical investigative methods. There is also concern that the existing AB section beneath the pavement may have been compromised by flowing water.

According to Volume 3 of the Bid Set prepared by Domenichelli & Associates (Reference 3), the project will include the construction of a new 24-inch water main between stations 1+00 and 5+37 (running east-west, longitudinally with the road), with a minimum depth of 4 feet to the top of the pipe. At approximately Sta. 3+50, an unnamed tributary creek is conveyed through the roadway embankment a 42-inch-diameter reinforced concrete pipe (RCP) culvert. The creek flows north into Dry Creek, parallel to Inglis Way. The existing RCP culvert is estimated to be covered by roadway embankment fill.

PURPOSE AND SCOPE

The purpose of our services has been to perform a geotechnical investigation to evaluate the potential presence of voids within the embankment and the condition of the existing AB beneath the hot mix asphalt (HMA) pavement, and to provide conclusions and mitigation recommendations for the observed sinkholes and settlement. Our evaluation included a geologic/geotechnical literature review, a detailed site reconnaissance, drone-based geologic mapping, a field exploration program including exploratory borings and in-situ cone penetration testing (CPT), a laboratory testing program, engineering analyses, and preparation of this letter report.

We performed the following scope services:

- Reviewed plans, geologic maps, geotechnical reports and other relevant documents.
- Participated in a coordination meeting with the project team and discussed logistics, reviewed locations of existing utilities, and select final exploration locations.
- Performed a site reconnaissance to review project limits and marked out exploratory boring and in-situ CPT locations for subsequent utility clearance.
- Notified subscribing utility companies via Underground Service Alert (USA) prior to performing exploratory excavations at the site.
- Obtained a soil boring permit from the City of Roseville Department of Environmental Utilities.
- Prepared a Traffic Control Plan (TCP) and obtained an encroachment permit, as required, from the City of Roseville.
- Retained the services of a traffic control company who provided lane closures, flagging, and signage as required in the approved TCP.
- Retained the services of a private utility locator to further identify potential underground utilities near our boring and CPT locations.
- Retained the services of California C57-licensed drilling subcontractors and performed exploratory borings and CPT soundings with a truck-mounted equipment.

- Advanced 12 CPT soundings (CPT 1 through 12) at the approximate locations shown on Figure 4 to depths of approximately 31 feet below ground surface, except where refusal was noted.
- Drilled twelve exploratory borings (Borings B1 through B12) at the approximate locations shown on Figure 4 using a truck-mounted drill rig equipped with hollow-stem auger drilling capabilities to depths ranging from approximately 1½ feet up to 30½ feet below ground surface, except where refusal was noted.
- Obtained representative bulk samples of AB from each of our borings beneath the existing pavement for laboratory testing.
- Logged the soils encountered in the borings in accordance with the Unified Soil Classification System (USCS) and obtained representative soil samples from the exploratory borings. A Key to Logs, boring logs, and logs of the CPT soundings are in Appendix A.
- Upon completion, backfilled the borings with neat cement grout.
- Performed laboratory tests to evaluate the pertinent soil index and engineering properties. Laboratory test results are in Appendix B.
- Analyzed the field and laboratory testing data and prepared this summary report

SITE CONDITIONS

The existing roadway alignment was constructed on a fill embankment that crosses an unnamed tributary of Dry Creek, which flows through a 42-inch diameter RCP culvert approximately 17 to 20 feet below the road surface (Reference 3). Based on conversations with the City of Roseville, the ruptured 24-inch water main predates the current road alignment, and the water line crosses beneath the creek at a depth of roughly 26 feet to the top of pipe, based on the project plans (Reference 3). However, we understand that this is just an estimate as the exact depth of the pipe is unknown. We encountered several obstructions in our borings and CPT soundings at various depths which may have been the water line or other existing buried utilities. Further discussion of these obstructions is provided below. Photos 1 through 3 show the road embankment.

Based on our review of historic aerial photos and topographic maps (www.historicaerials.com and https://mil.library.ucsb.edu/ap_indexes/FrameFinder/), it appears that the portion of Cirby Way between Vernon Street and Riverside Avenue was constructed sometime between 1951 and 1981. Based on topographic maps of the Citrus Heights 7.5-minute quadrangle published by the United States Geological Survey (USGS) both before (1967) and after road construction (1992) is shown in Figures 2 and 3. The topographic maps indicate the creek channel was between 15 and 20 feet deep prior to construction of the road and nearby residential developments. This is consistent with our subsurface investigation, which encountered embankment fill ranging from 13½ to 22 feet deep.

We visited the site several times between April and July 2025 to perform our site reconnaissance, attend project meetings, and perform aerial drone mapping and subsurface investigations. At the time of our field investigation, the road conditions consisted of several asphalt patches which we understand were required after two sinkholes formed subsequent to the water main rupture (Photo 4). We also understand that the pavement reportedly heaved by several inches in two locations along the southern curb and gutter which also required repair. Since these initial pavement patches were installed last year, additional soil settlement has been noted on around and near the patches and. An aerial site map is presented as Figure 4. The existing utilities are shown in Figure 5, Site Plan with Utilities.

SUBSURFACE CONDITIONS

We identified subsurface conditions by observing and sampling exploratory borings, CPT soundings, and reviewing the referenced geologic literature. Soil descriptions provided below include the USCS symbol where applicable.

Existing Pavement Sections: Our borings encountered HMA and AB of variable thickness across the site. Table 1 summarizes the existing pavement sections as encountered during our field investigation.

TABLE 1
Existing Pavement Sections

Boring Number	Hot Mix Asphalt (Inches)	Aggregate Base (Inches)
B1	6	10
B2	7	10
B3	7	23
B4	8	10
B5	5½	10½
B6	7½	6½
B7	6	10
B8	4	12
B9	8½	6½
B10	10½	-
B11	7	10
B12	8½	10

Embankment Fill: Embankment fill was noted in each of our boring and CPT explorations. The fill generally consisted of layers of variably very loose to medium dense sandy silt (ML), clayey to silty sand (SM), poorly graded sand (SP) and soft to hard sandy lean clay (CL). We performed laboratory testing on selected representative soil samples to evaluate the in-situ dry density, laboratory maximum dry density, and relation compaction (ratio of in-situ dry density and maximum dry density) of the fill materials. The results are summarized in Table 2 below.

TABLE 2
Existing Fill Density and Relative Compaction

Sample ID	Dry Density (pcf)	Maximum Dry Density (pcf - ASTM D1557)	Relative Compaction (%)
B2-2	108.1	117.9	92
B2-4	104.3	117.9	88
B2-6	95.8	117.9	81
B2-8	104.3	117.9	88
B2-10	106	117.9	90
B2-12	106.4	117.9	90

Sample ID	Dry Density (pcf)	Maximum Dry Density (pcf - ASTM D1557)	Relative Compaction (%)
B3-2	95.6	117.9	81
B3-6	90.5	117.9	77
B3-8	93.1	117.9	79
B3-10	109.6	117.9	93
B3-14	101.2	117.9	86
B5-12.5	108.1	120.7	90
B6-3	115.5	120.7	96
B6-4	93.7	120.7	78
B6-8	95	120.7	79
B6-10	106.7	120.7	88
B8-5	102.7	125.3	82
B9-8	117.6	125.3	94

Based on the laboratory maximum dry density of the materials sampled (ASTM D1557), the relative compaction of the fill materials is highly variable, ranging from a low of 77 percent to a high of 96 percent. For comparison purposes, the minimum relative compaction for embankment fill and structure backfill is typically 90 and 95 percent, respectively. This is generally consistent with the variability observed in our borings and CPT soundings. Although some of the dry densities, CPT penetration resistance and sampler blow counts suggest the materials were likely compacted when originally placed, the results of our field investigation and laboratory testing indicates discontinuous soft/loose areas are present within the fill materials which may have been compromised by the water line rupture.

Alluvium: Beneath the fill, we encountered native alluvial soils consisting of very stiff to hard, sandy lean clay (CL) and medium dense to very dense, clayey to silty sand (SC and SM) and poorly graded sand (SP) to the total explored depth of 30½ feet.

GROUNDWATER CONDITIONS

Based on our review of available groundwater data obtained from the California Department of Water Resources website (<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#gwlevels>), static groundwater is indicated to be between 100 and 120 feet below ground surface in the site vicinity. We did not observe flowing water within the creek at the time of our field investigation. However, our CPTs consistently encountered groundwater at a depth of about 15 feet after being open for several hours. Additionally, isolated boring samples within the poorly graded sand were wet below 15 feet. Boring B6, which was close to the presumed pipeline, encountered perched water at about 24 feet. Therefore, based on this information, it appears that water potentially from the pipe rupture may have settled and soaked into the sandy soil layers below the pipeline. The water may also be the result of leaking culverts, natural seepage, or other sources.

CONCLUSIONS AND RECOMMENDATIONS

We have performed our field investigation, laboratory testing and engineering analysis to address the primary concerns for the proposed water line replacement and pavement restoration project. These concerns are addressed individually below.

Sinkholes and Soil Settlement

There are visible signs of settling pavement, especially around the sinkhole patches. We observed traffic across Cirby Way and noted where dips in the pavement surface were causing the vehicles to bounce. The most notable area of settlement was noted in the westbound lanes, where Borings B3, B6 and CPT3 CPT8 were located (Photos 4 through 7). CPT9 encountered a 5-inch void space beneath the pavement where the AB has settled (Photos 8 and 9). Settlement was also noted around the manhole between Borings B3 and B12 (Photo 8). Another depression was observed in the eastbound lanes near CPT12 (Photos 10 and 11).

Our borings and CPT soundings encountered relatively loose/soft soil at various locations and depths. Although these zones do not appear to be continuous, they are pervasive and were encountered as deep as 25 feet (see logs for Boring B6 and CPT7). According to the previous geophysical surveys performed by Gasch (References 1 and 2), anomalies were identified in several locations at various depths which appear to be consistent with zones of loose/soft soil identified in our subsurface investigation.

Figure 6 presents an overlay of Standard Penetration Test (SPT) 60% energy blow count (N60) values interpreted from the CPT soundings. These N60 values roughly correlate to the blow counts measured in our exploratory borings and presented on the boring logs. The loose/soft zones shaded in red and yellow, based on CPT data, nearby boring data and observations made during our field investigation. In general, the loose/soft zones extend from near the bottom of the pavement to depths ranging from 21 to 26 feet, the approximate thickness of the embankment fill and existing utility trench backfill. The loose/soft zones are apparently isolated/discontinuous in the soundings located in the Westbound and Eastbound No. 2 lanes and more continuous in the soundings located in the Westbound No. 1 lane and center lane.

Existing Utility Trenches

As previously stated, we observed perched water in several borings and CPT soundings which we believe may be residual water from the previous pipeline rupture or other local sources. Based on the numerous existing utilities that cross the site, it is likely that water from the rupture flowed into the nearby utility trenches, such as around the manhole near Boring B12 where the surrounding soil is settling. Therefore, it is possible that voids and/or loose soil are present at depth in these areas.

We encountered physical obstructions in CPT6, CPT9, and Borings B5 and B9 which may be underground utilities. The borings and CPTs were terminated at the first sign of obstruction, and it does not appear that any damage occurred.

Loose/Soft Soil Mitigation Recommendations

We did not observe obvious patterns in the location or depth of the loose soil, other than the soft zones which are nearly continuous in the Westbound No. 1 lane and center lane. It is likely that water from the pipeline rupture and other sources transmitted along preferential pathways (e.g. granular soil, pipe

bedding aggregate, granular trench backfill, AB, etc.) to the ground surface and into nearby utility trenches. Since the existing water main is believed to be more than 15 to 20 feet deep, the water had to travel a significant vertical distance to make it to the road surface.

It is reasonable to assume, based on our subsurface investigation, that there are still voids and areas of loose soil present at depth which have not yet propagated to the surface, including around existing utilities. Without mitigation, we anticipate that settlement will continue, and additional sinkholes may form in the future.

These conditions may be mitigated by injecting geopolymer foam into the subsurface at regular spacing intervals throughout the site. We recommend retaining a specialty contractor who can develop a site-specific injection program. We anticipate that minimum injection depths of 20 feet will be required, or deeper, depending on the depth to existing utilities. Since voids and loose soil may also be present around the existing utility trenches, the specialty contractor should pay special attention to the location and depth of existing utilities and their associated trench backfill. The recommended mitigation area is shown in Figure 5.

Once injected and cured, the geopolymer foam should be readily excavatable to allow for any future utility repairs that may be needed. The geopolymer foam may also be suitable for filling in the existing pipeline to be abandoned, depending on the material type and methods to be developed by the specialty contractor. We can provide references to specialty contractors, if needed.

In addition to the geopolymer injection, we have provided additional mitigation recommendations as part of the flexible pavement recommendations below.

Aggregate Base

We understand that there is concern that the fines and sand sized particles in the existing AB may have been washed out during the water main rupture, potentially compromising the structural integrity of the AB. We collected samples of the existing AB in 11 of our 12 borings. Boring B10 did not encounter any AB beneath the asphalt pavement. We performed gradation analyses (Caltrans C136) on each of the 11 AB samples, the results of which are presented in Appendix B. Table 3 provides a summary of the results along with the Caltrans Class 2 AB gradation specifications.

TABLE 3
Existing Aggregate Base Gradation Test Results

Sieve Size (Percent Finer)	B1	B2	B3	B4	B5	B6	B7	B8	B9	B11	B12	Average of All Samples	Caltrans Class 2 AB Gradation Specification (Percent Finer)
1"	100	100	100	100	100	100	100	100	100	100	100	100	100.0
3/4"	99.7	99.9	100	100	100	100	100	98.6	100	99.8	100	99.8	90.0 - 100.0
1/2"	90.6	88	85.1	90	93.5	94.3	90.2	78.7	94.5	85.4	85.2	88.7	
3/8"	78.7	74.7	70.6	79.5	83.6	84.7	80.4	66.3	88.1	69.4	70.2	76.9	
#4	58.7	55.3	47.3	58.8	63.5*	63.5*	57.7	43	72.4*	45.4	45.9	55.6	35.0 - 60.0
#8	47.4	43.2	35	46.4	48.1	47.7	45.3	28.2	61.7	32.8	31.3	42.5	

Sieve Size (Percent Finer)	B1	B2	B3	B4	B5	B6	B7	B8	B9	B11	B12	Average of All Samples	Caltrans Class 2 AB Gradation Specification (Percent Finer)
#16	39.2	34.9	27	35.4	36.3	36.3	37	21	51.8	25	22.6	33.3	
#30	32.3*	28.2	21.2	25.6	26.7	26.8	29.8	16.5	39.8*	19.5	16.8	25.7	10.0 - 30.0
#50	25.2	21.8	15.6	16.3	17.5	17.8	22	12.7	26	14.4	11.6	18.3	
#100	19.3	15.9	11.3	10.5	10.7	10.9	14.2	9.3	15.6	9.8	7.8	12.3	
#200	15.1*	11.5*	8.3	7.2	6.6	6.4	8.1	6.7	10.1*	6.1	5.4	8.3	2.0 - 9.0

* Results fall outside Caltrans Class 2 AB Gradation Specification

The test results indicate that several samples are outside of the Caltrans specifications. However, the averages for all samples fall within the gradation specifications. Also, in the cases highlighted above, the percent finer was higher than the operating range which means the sample has a higher percentage of fine particles. This suggests that the AB material did not lose a significant fraction of fines as a result of the water main rupture. Since the as-constructed original gradation is unknown, we can only use the ranges from the Caltrans spec as an approximation. We note that boring B1 is likely well outside of the affected area (control sample) and still had two sieve sizes that were outside the specified range. This suggests that these results are generally consistent across the site. Based on the relatively consistent gradations and the age of the road, it is likely that the existing AB will perform adequately. Additionally, the mitigation recommendations provided below include thickened pavement sections and geogrid reinforcement to bridge over localized soil settlements.

Pavement Reconstruction Recommendations

We understand that the current pavement restoration plans (Reference 3) call for a HMA grind and overlay for the majority of the affected area, with a t-cut over the proposed water line replacement trench. However, based on the discontinuous but widespread zones of loose soil encountered during our field investigation, we recommend additional mitigation measures be taken before restoring the pavement (see *Loose/Soft Soil Mitigation Recommendations* above). We also recommend a more robust pavement reconstruction method consisting of removal and replacement with a geogrid-reinforced pavement section.

We performed Resistance-Value (R-Value) testing on a representative bulk soil sample in accordance with California Test Method (CTM) 301. Our testing resulted in an R-Value of 17. To account for subgrade soil variability resulting from site grading, we recommend using an R-Value of 15 for pavement design.

The average thickness of existing HMA and AB encountered in our borings is approximately 7 inches over 10 inches, respectively, indicating an approximate as-is Traffic Index between 7 and 8. The project civil engineer should determine the appropriate Traffic Index (TI) for pavement design. Table 4 provides alternative pavement sections based on various TIs. We can provide additional section designs upon request.

TABLE 4
New Flexible Pavement Sections

Traffic Index	7.0	8.0	9.5	10.0	11.0
HMA (in.)	6.5	6.5	7	7.5	7.5
AB (in.)	10	12	15	18	21
Total Section Thickness (in.)	16.5	18.5	22	25.5	28.5

In areas outside of the waterline trench zone and within the area of observed pavement distress and settlement, the existing HMA and AB should be completely removed to a depth sufficient for the new pavement section listed in Table 4. The existing AB may be stockpiled for reuse provided it can be removed, segregated, and stockpiled without contaminating the AB with soil. The stockpiled AB should be sampled and tested prior to re-use to verify compliance with Caltrans gradation requirements. The exposed subgrade should be scarified, moisture conditioned to at least the optimum moisture content, and recompacted to at least 95 percent relative compaction (as determined by ASTM D1557). The subgrade should be proof rolled under the observation of our representative to help identify isolated areas of instability that could require deeper removals and/or recompaction. Prior to placing AB, we recommend placing a layer of Tensar NX750 geogrid (or equivalent) directly on the subgrade soil followed by compacted AB. The geogrid should be installed per the manufacturer's guidelines including a minimum overlap for adjacent sections.

The recommended alternative pavement sections are based on the following assumptions:

1. Subgrade soil has an R-Value of at least 15.
2. Class 2 AB has a minimum R-Value of 78 and meets the requirements of Section 26 of the latest *Caltrans Standard Specifications*.
3. Class 2 AB is compacted to 95% or higher relative compaction at or near optimum moisture content. Prior to placing HMA, the AB should be proof-rolled with a loaded water truck to verify stability.
4. Pavement subgrade should be compacted in accordance with the recommendations presented in this report.
5. HMA should conform to Section 39 of the latest *Caltrans Standard Specifications*.
6. Periodic maintenance of HMA pavement is performed.

Testing and Observation Services

The recommendations provided in this report are based on the assumption that we will continue as Geotechnical Engineer of Record throughout the construction phase. It is important to maintain continuity of geotechnical interpretation and confirm that field conditions encountered during construction are similar to those anticipated during design. Testing and observation services by the Geotechnical Engineer of Record are necessary to verify that construction has been performed in accordance with this report, approved plans, and specifications. If we are not retained for these services, we cannot assume any responsibility for other's interpretation of our recommendations or the future performance of the project.

LIMITATIONS AND CLOSURE

The recommendations of this report pertain only to the site investigated and are based only upon observation and experience. No subsurface investigation or laboratory testing was performed. The evaluation or identification of the potential presence of hazardous materials or environmental contamination was not part of our scope of services.

Changes in the conditions of a site can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. Additionally, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated partially or wholly by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in the site area at this time. No warranty is provided, either express or implied. Please contact us if you have any questions regarding this letter or if we may be of further service.

Sincerely,

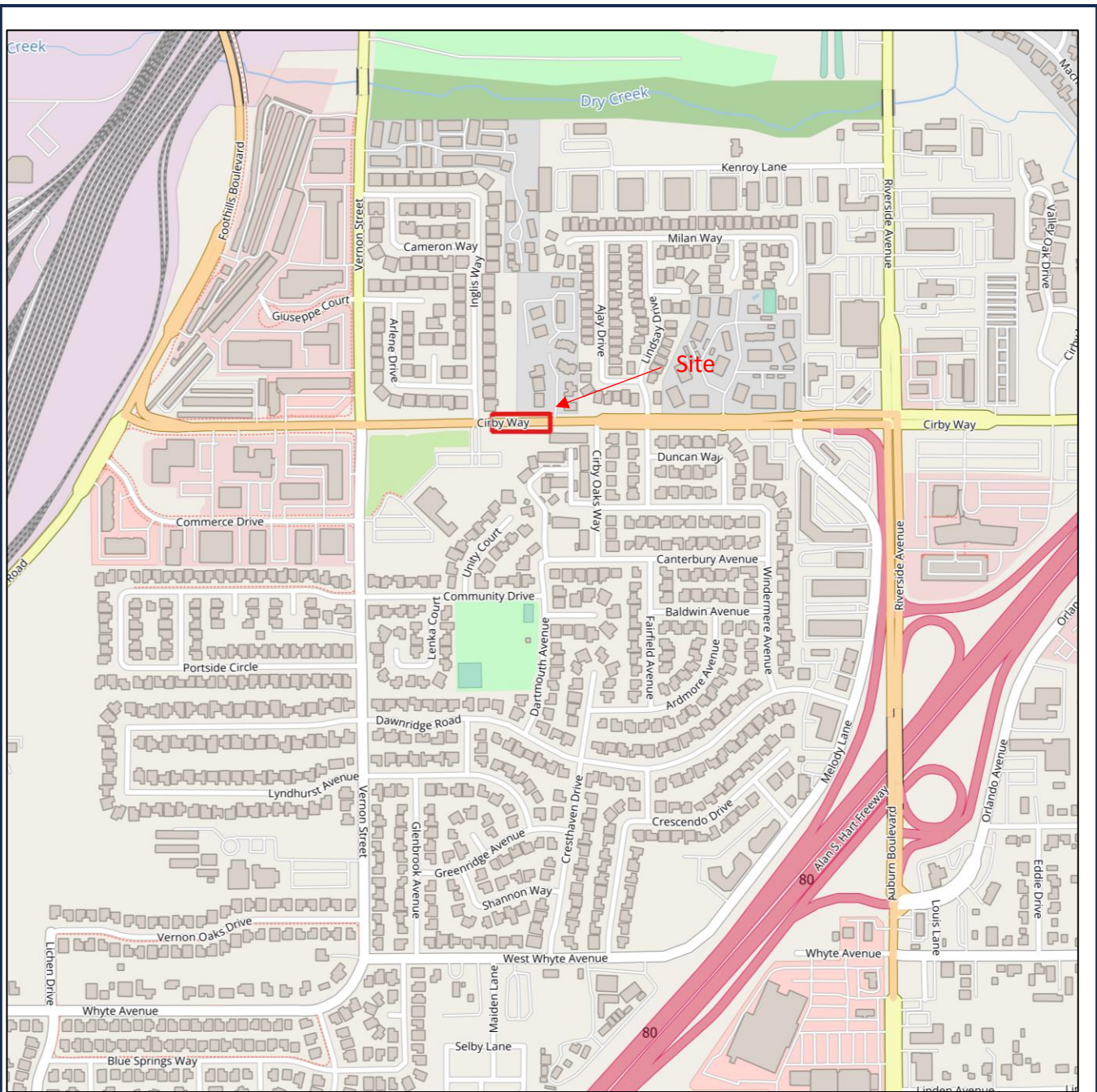
GEOCON CONSULTANTS, INC.

Tom C. DeSimone, PG, CEG
Senior Geologist

Jeremy J. Zorne, PE, GE
Senior Engineer

Attachments:

- Figure 1, Vicinity Map
- Figure 2, 1951 Topographic Map
- Figure 3, 1992 Topographic Map
- Figure 4, Aerial Site Map
- Figure 5, Site Plan with Utilities
- Photographic Log
- Appendix A – Boring and CPT logs
- Appendix B – Results of Laboratory Testing



Source - Open Street Maps



FIGURE 1 – VICINITY MAP



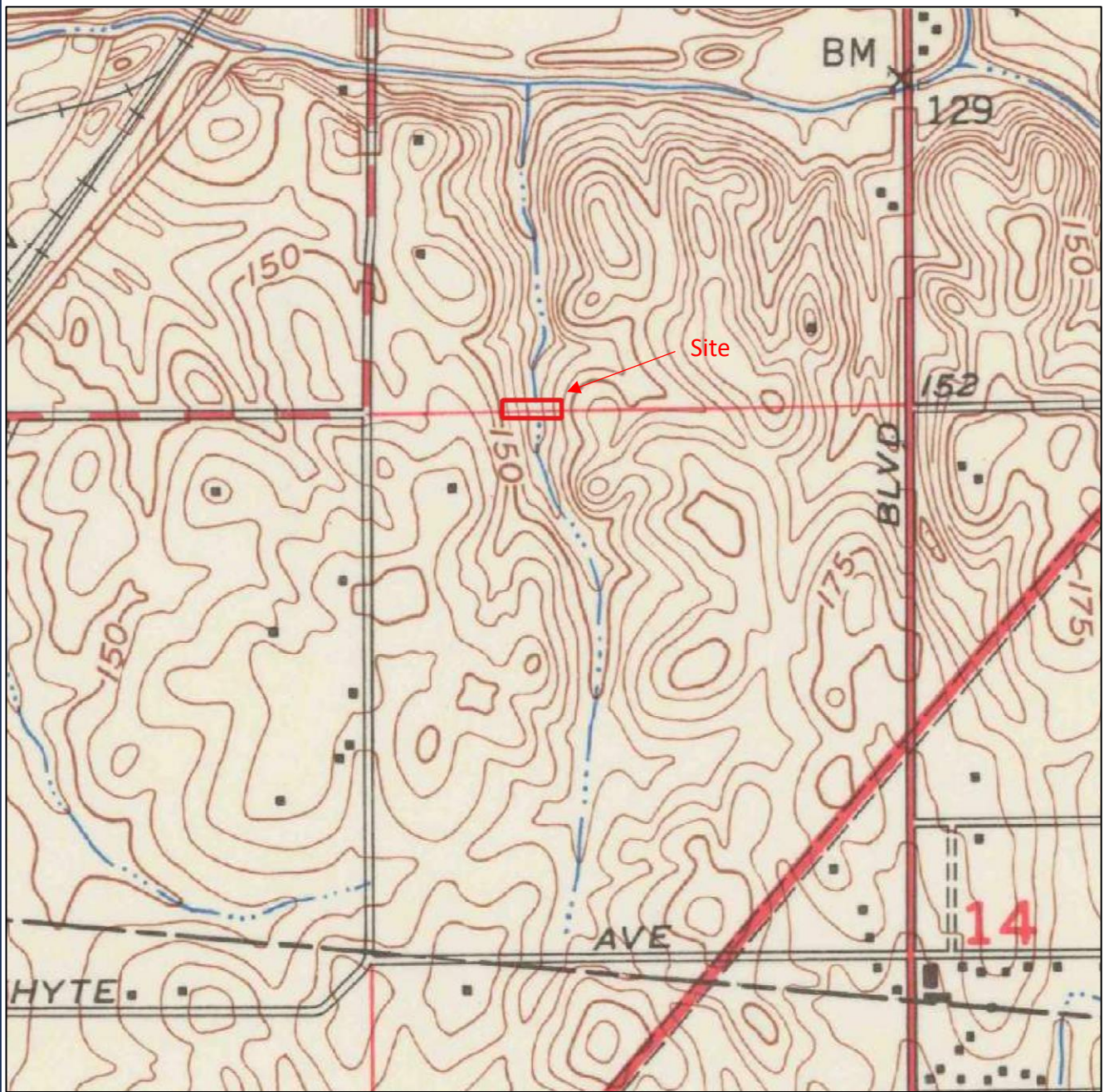
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Cirby Way Sinkholes
Roseville, California

Geocon Project S2871-05-01

August 2025



Source - USGS Citrus Heights 7.5-minute Quadrangle Topographic Map



FIGURE 2 – 1951 TOPOGRAPHIC MAP



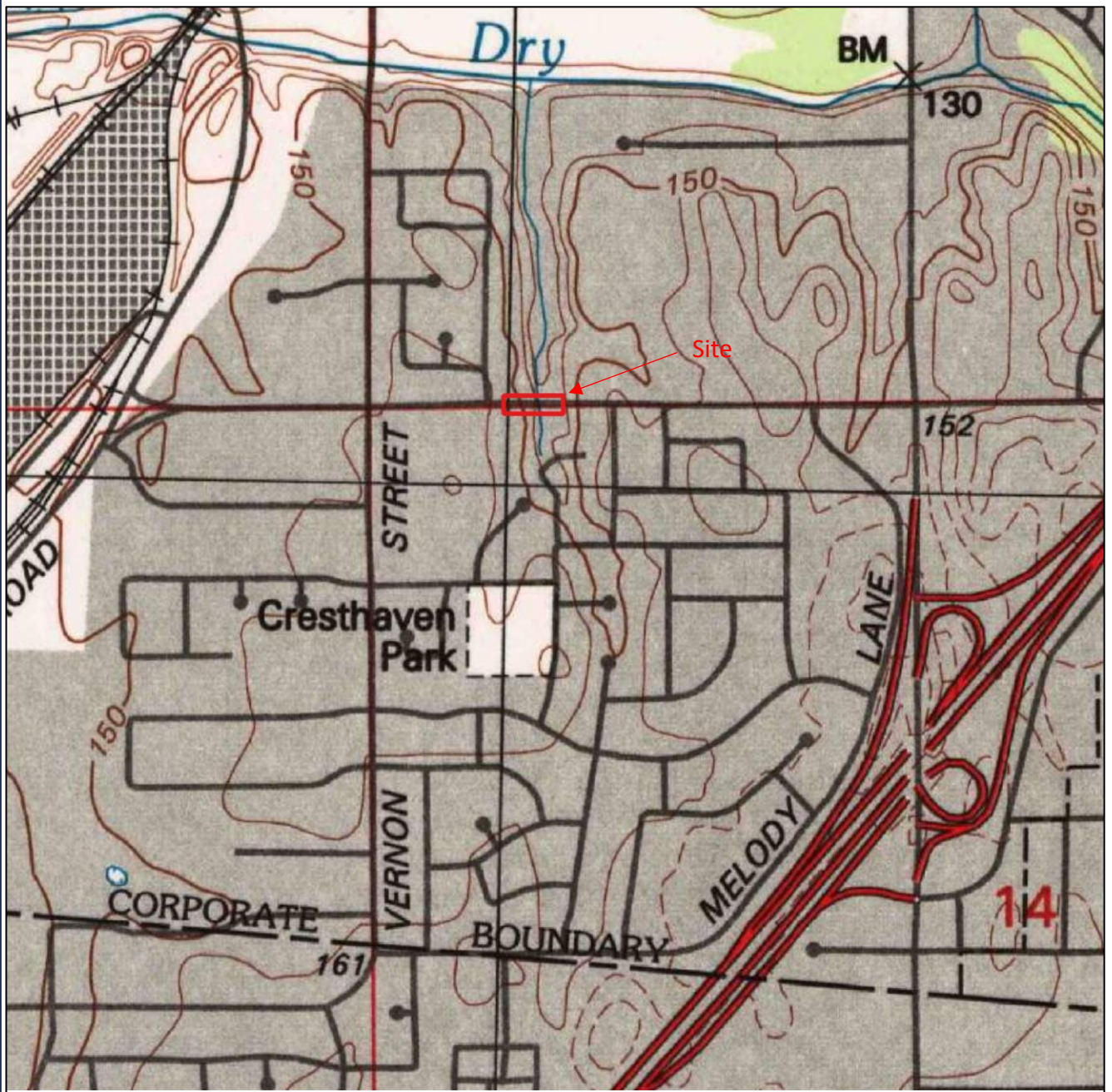
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Cirby Way Sinkholes
Roseville, California

Geocon Project S2871-05-01

August 2025



Source - USGS Citrus Heights 7.5-minute Quadrangle Topographic Map



FIGURE 3 – 1992 TOPOGRAPHIC MAP



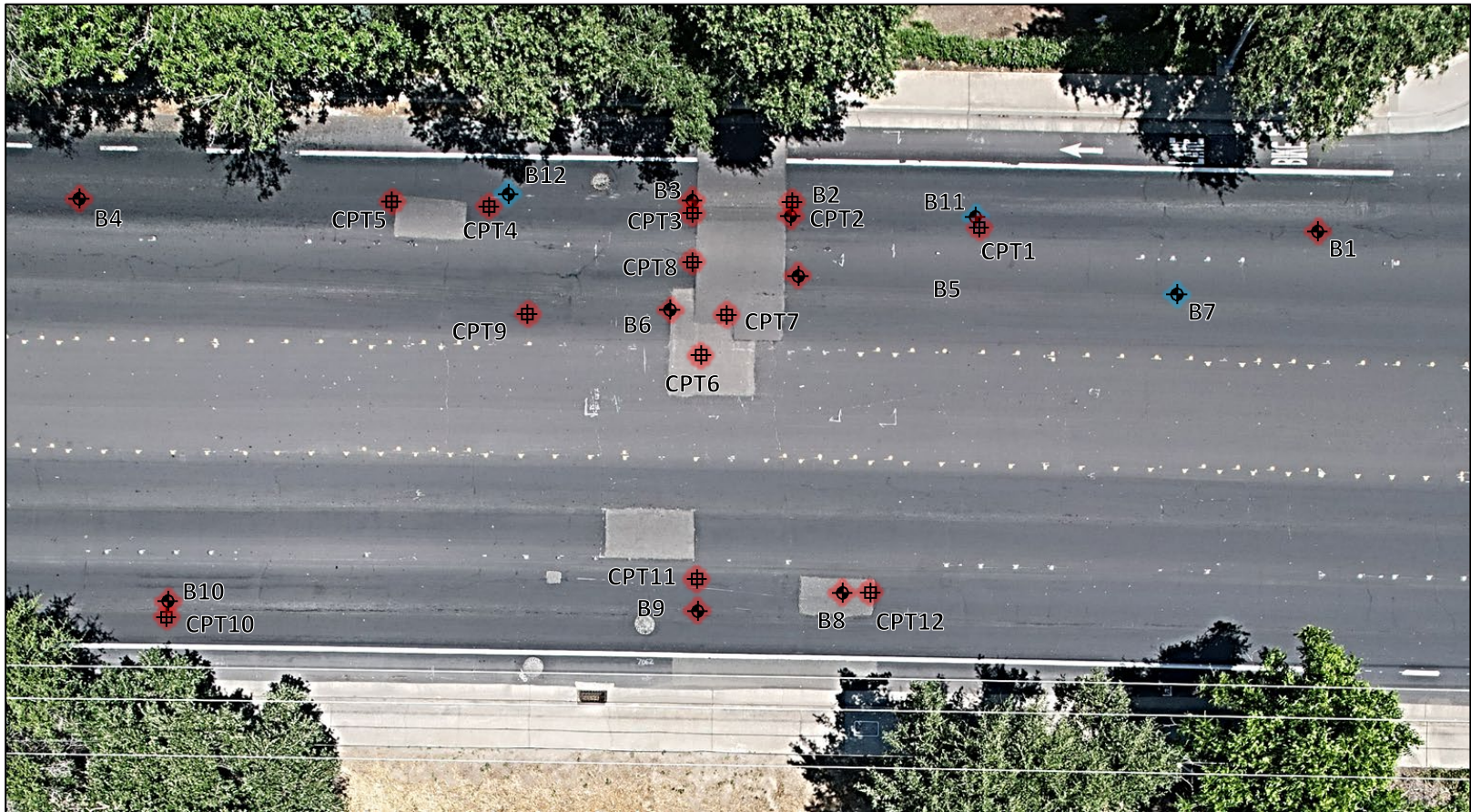
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Cirby Way Sinkholes
Roseville, California

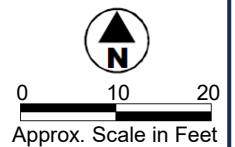
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-  Soil Boring with AB Sample
-  AB Sample Only
-  CPT Location

Base Map: Aerial imagery captured by Geocon via drone on June 3, 2025.



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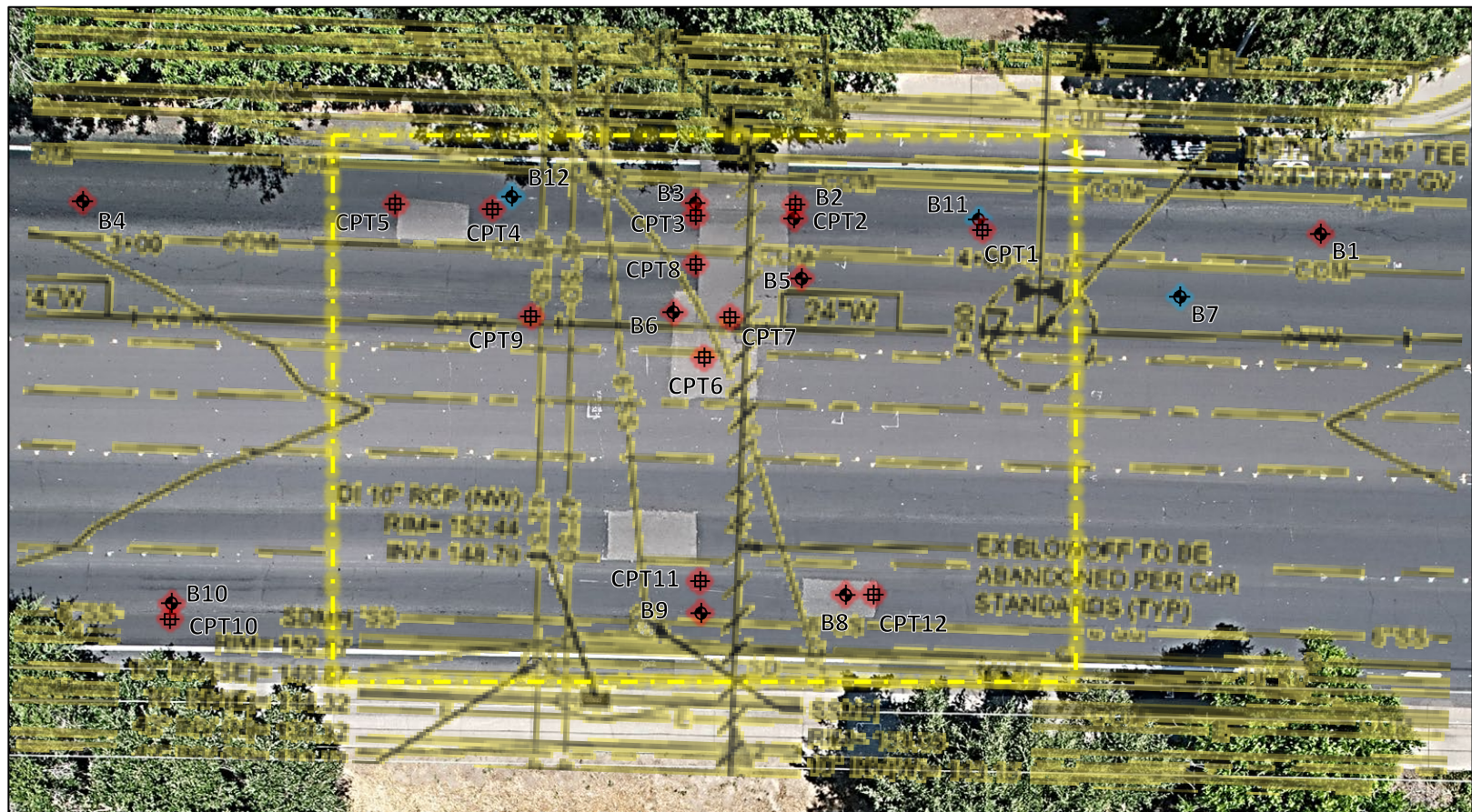
AERIAL SITE MAP

Figure 4

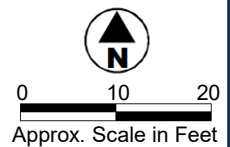
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GEOCON Project No. S2871-05-01

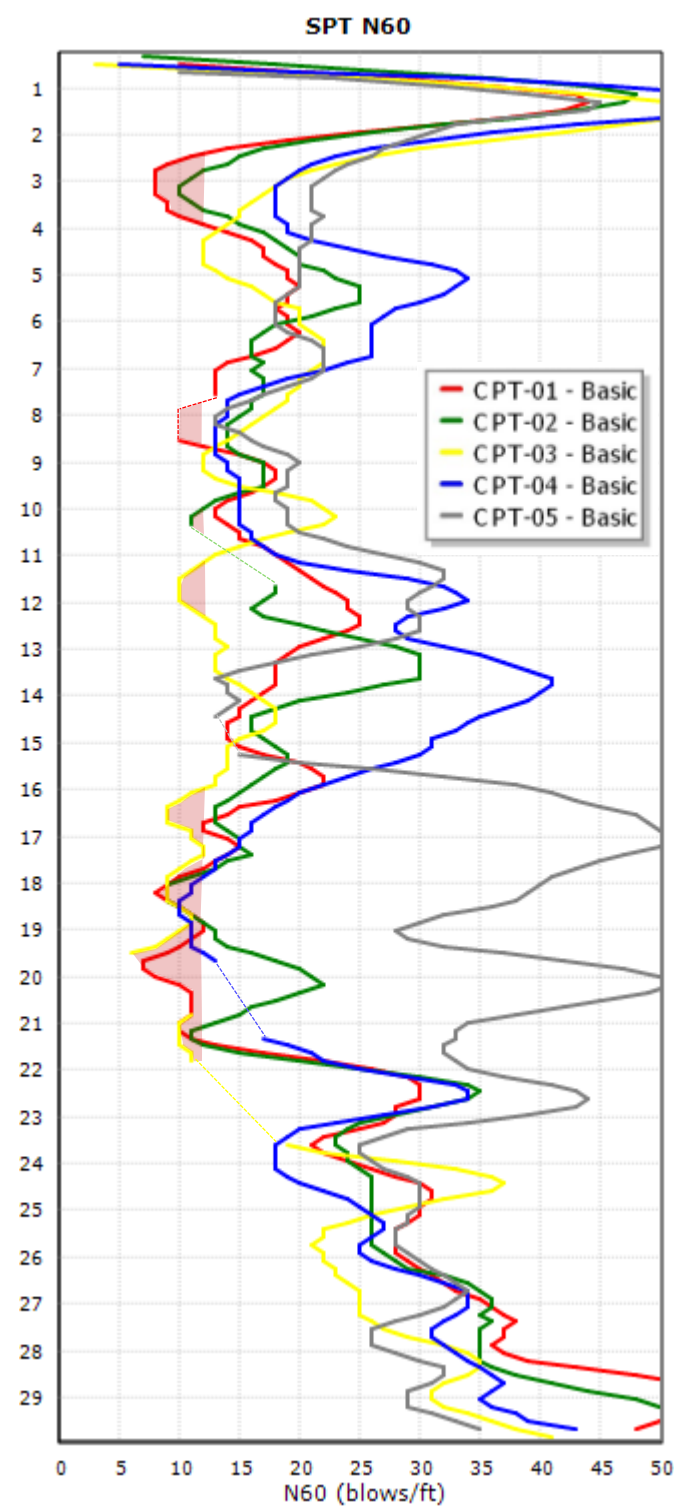
August 2025



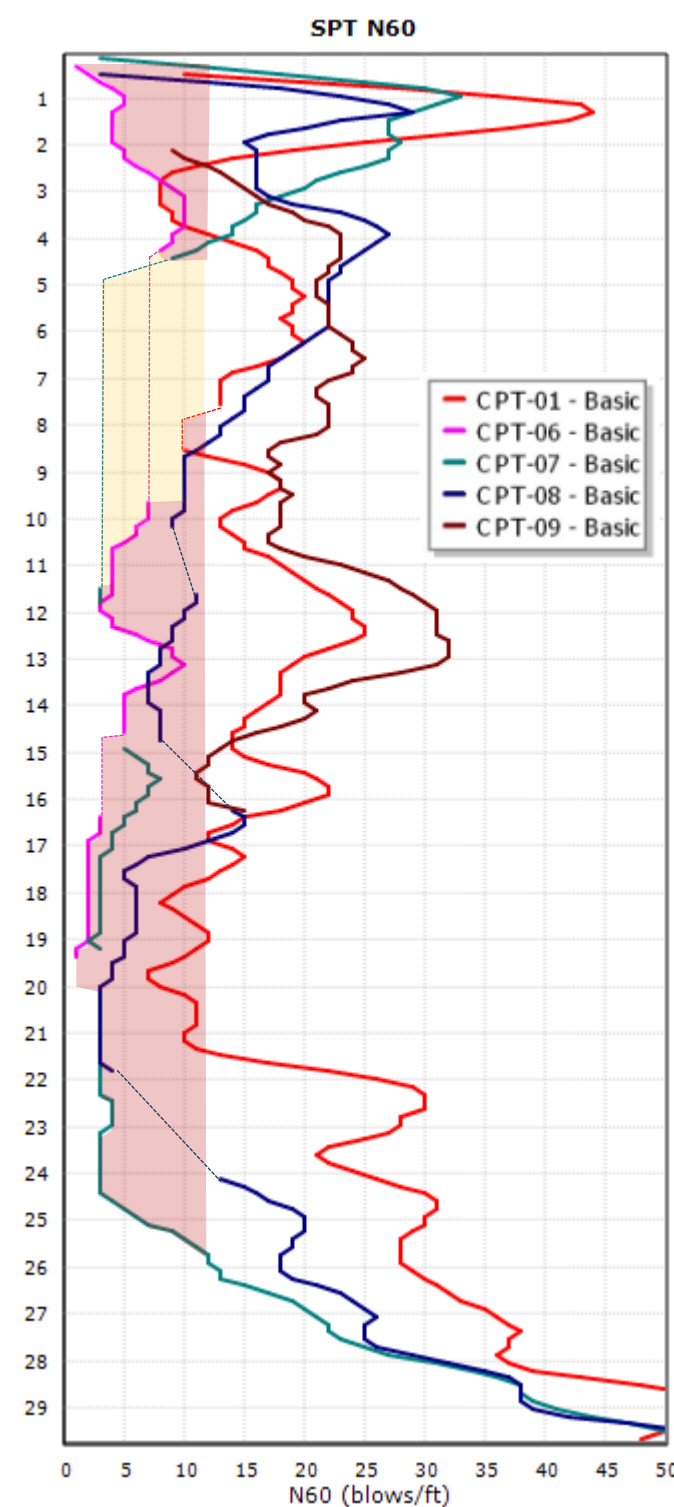
- Soil Boring with AB Sample
- AB Sample Only
- CPT Location
- Recommended Mitigation Area



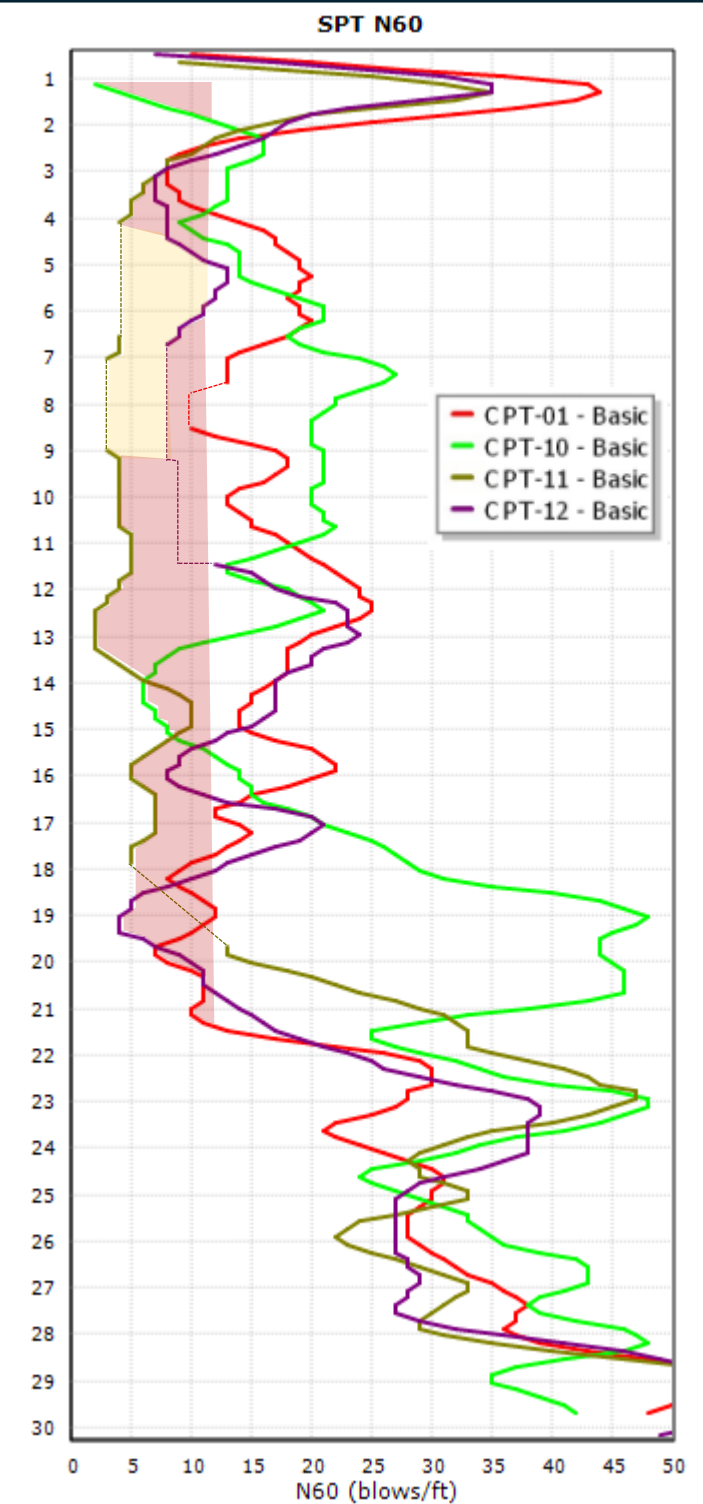
Base Map: Aerial imagery captured by Geocon via drone on June 3, 2025. Utility layout taken from Drawing No. C3 – Overall Site Plan, Sheet 7 of *Cirby Way Water Pipeline Repair Bid Set*, prepared by Domenichelli & Associates, dated April 8, 2025.



Westbound Lane 2
(northernmost lane)



Westbound Lane 1 & Center Lane
(Nearest to Ruptured Water Main)



Eastbound Lane 2
(southernmost lane)

Equivalent N60 value

Extrapolated SPT N60 value

Potentially loose area based on equivalent SPT N60 > 12

Potentially loose area based on extrapolated data



Southern Road Embankment Slope



Northern Road Embankment Slope

PHOTOS 1 & 2



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Aerial imagery obtained by Geocon on June 3, 2025.

PHOTO 3



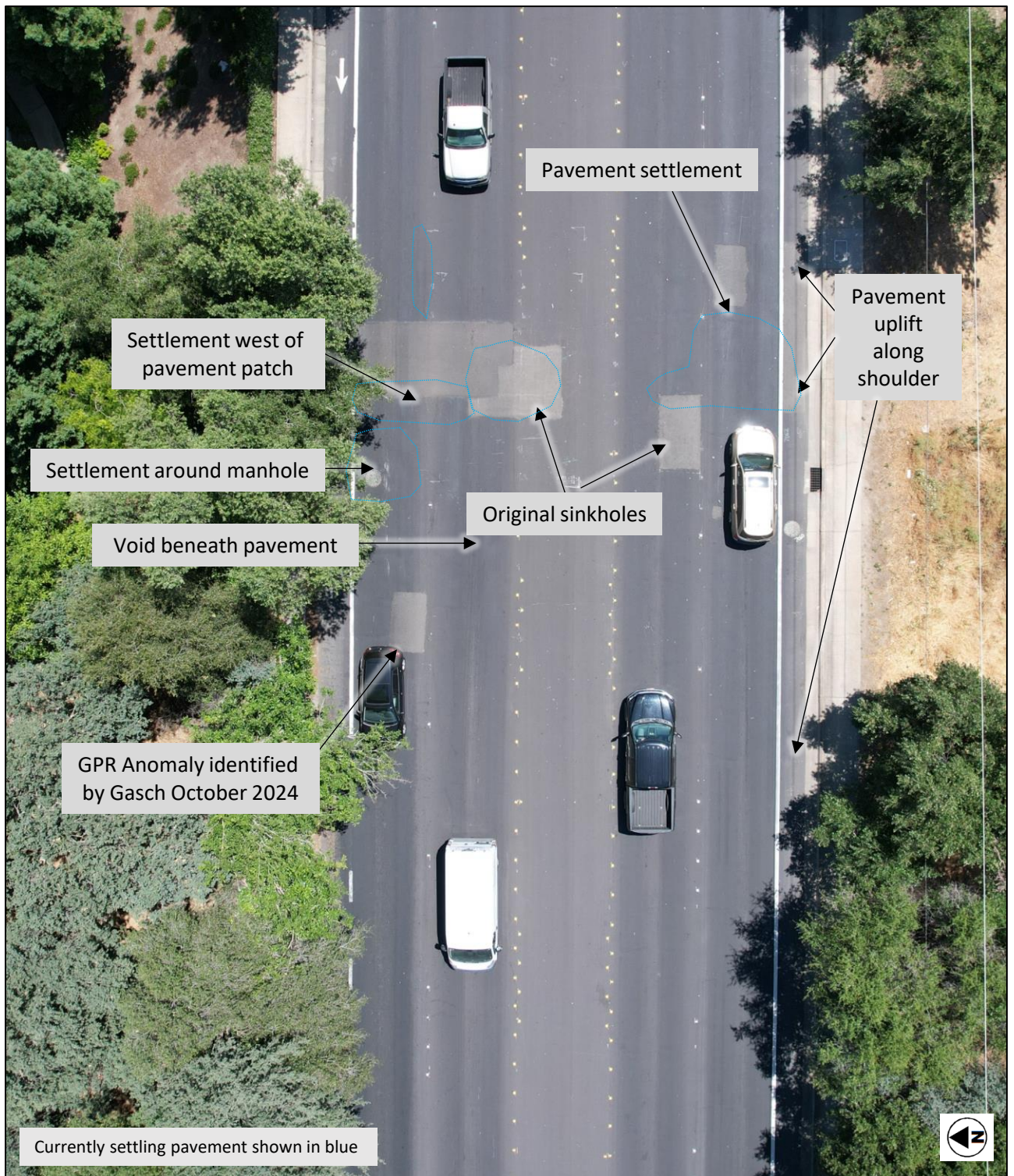
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Aerial imagery obtained by Geocon on June 3, 2025.

PHOTO 4



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Westbound lanes, looking east at settling pavement

PHOTO 5



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PHOTO 6



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Westbound lanes, looking south at settling pavement – note dip in pavement below straight pipe.

PHOTO 7



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Westbound lanes, looking east at settling pavement (shown in blue)

PHOTO 8



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PHOTO 9



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PHOTO 10



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PHOTO 11



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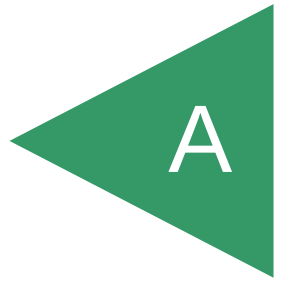
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Cirby Way Sinkholes
Roseville, California

Geocon Project S2871-05-01

August 2025

APPENDIX



APPENDIX A

FIELD EXPLORATION

Our geotechnical field exploration was performed on June 24th through 26th, 2025, and consisted of drilling twelve (12) exploratory borings (B1 through B2) and twelve (12) Cone Penetration Tests (CPT1 through CPT 12). Approximate boring and CPT locations are depicted on figures 4 and 5.

Exploratory borings were performed using a truck-mounted, CME-55 drilling rig equipped with 8-inch outside diameter (OD) hollow-stem augers and 5-inch solid-flight augers provided by V&W Drilling of Galt, California. Soil sampling was accomplished using an automatic 140-pound hammer with a 30-inch drop. Samples were obtained with a 3-inch OD, split spoon (California Modified) sampler and a 2½-inch OD Standard Penetration Test (SPT) sampler. The number of blows required to drive the samplers the last 12 inches (or portion thereof) of the 18-inch sampling interval were recorded on the boring logs. Upon completion, the boreholes were backfilled with neat cement grout.

Subsurface conditions encountered in the borings were visually examined, classified and logged in general accordance with the American Society for Testing and Materials (ASTM) Practice for Description and Identification of Soils (Visual-Manual Procedure D2488-90). This system uses the Unified Soil Classification System (USCS) for soil designations. The logs depict soil and geologic conditions encountered and depths at which samples were obtained. The logs also include our interpretation of the conditions between sampling intervals. Therefore, the logs contain both observed and interpreted data. We determined the lines designating the interface between soil materials on the logs using visual observations, drill rig penetration rates, excavation characteristics, and other factors. The transition between materials may be abrupt or gradual. Where applicable, the field logs were revised based on subsequent laboratory testing. Logs of exploratory borings are presented herein.

UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS				TYPICAL NAMES
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO.4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
			GP	POORLY GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, SILTY GRAVELS WITH SAND
			GC	CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO.4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
			SP	POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS WITH OR WITHOUT GRAVEL
			SC	CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS	
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS	
		OL	ORGANIC SILTS OR CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
		OH	ORGANIC CLAYS OR CLAYS OF MEDIUM TO HIGH PLASTICITY	
	HIGHLY ORGANIC SOILS	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	

BEDDING SPACING DESCRIPTIONS

THICKNESS/SPACING	DESCRIPTOR
GREATER THAN 10 FEET	MASSIVE
3 TO 10 FEET	VERY THICKLY BEDDED
1 TO 3 FEET	THICKLY BEDDED
3/4-INCH TO 1 FOOT	MODERATELY BEDDED
1/4-INCH TO 3/4-INCH	THINLY BEDDED
1/8-INCH TO 1/4-INCH	VERY THINLY BEDDED
LESS THAN 1/8-INCH	LAMINATED

STRUCTURE DESCRIPTIONS

CRITERIA	DESCRIPTION
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS AT LEAST 1/4-INCH THICK	STRATIFIED
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS LESS THAN 1/4-INCH THICK	LAMINATED
BREAKS ALONG DEFINITE PLANES OF FRACTURE WITH LITTLE RESISTANCE TO FRACTURING	FISSURED
FRACTURE PLANES APPEAR POLISHED OR GLOSSY, SOMETIMES STRIATED	SLICKENSIDED
COHESIVE SOIL THAT CAN BE BROKEN DOWN INTO SMALLER ANGULAR LUMPS WHICH RESIST FURTHER BREAKDOWN	BLOCKY
INCLUSION OF SMALL POCKETS OF DIFFERENT SOIL, SUCH AS SMALL LENSES OF SAND SCATTERED THROUGH A MASS OF CLAY	LENSED
SAME COLOR AND MATERIAL THROUGHOUT	HOMOGENOUS

CEMENTATION/INDURATION DESCRIPTIONS

FIELD TEST	DESCRIPTION
CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE	WEAKLY CEMENTED/INDURATED
CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE	MODERATELY CEMENTED/INDURATED
WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE	STRONGLY CEMENTED/INDURATED

IGNEOUS/METAMORPHIC ROCK STRENGTH DESCRIPTIONS

FIELD TEST	DESCRIPTION
MATERIAL CRUMBLES WITH BARE HAND	WEAK
MATERIAL CRUMBLES UNDER BLOWS FROM GEOLOGY HAMMER	MODERATELY WEAK
1/4-INCH INDENTATIONS WITH SHARP END FROM GEOLOGY HAMMER	MODERATELY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH ONE BLOW FROM GEOLOGY HAMMER	STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH COUPLE BLOWS FROM GEOLOGY HAMMER	VERY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH MANY BLOWS FROM GEOLOGY HAMMER	EXTREMELY STRONG

IGNEOUS/METAMORPHIC ROCK WEATHERING DESCRIPTIONS

DEGREE OF DECOMPOSITION	FIELD RECOGNITION	ENGINEERING PROPERTIES
SOIL	DISCOLORED, CHANGED TO SOIL, FABRIC DESTROYED	EASY TO DIG
COMPLETELY WEATHERED	DISCOLORED, CHANGED TO SOIL, FABRIC MAINLY PRESERVED	EXCAVATED BY HAND OR RIPPING (Saprolite)
HIGHLY WEATHERED	DISCOLORED, HIGHLY FRACTURED, FABRIC ALTERED AROUND FRACTURES	EXCAVATED BY HAND OR RIPPING, WITH SLIGHT DIFFICULTY
MODERATELY WEATHERED	DISCOLORED, FRACTURES, INTACT ROCK-NOTICEABLY WEAKER THAN FRESH ROCK	EXCAVATED WITH DIFFICULTY WITHOUT EXPLOSIVES
SLIGHTLY WEATHERED	MAY BE DISCOLORED, SOME FRACTURES, INTACT ROCK-NOT NOTICEABLY WEAKER THAN FRESH ROCK	REQUIRES EXPLOSIVES FOR EXCAVATION, WITH PERMEABLE JOINTS AND FRACTURES
FRESH	NO DISCOLORATION, OR LOSS OF STRENGTH	REQUIRES EXPLOSIVES

IGNEOUS/METAMORPHIC ROCK JOINT/FRACTURE DESCRIPTIONS

FIELD TEST	DESCRIPTION
NO OBSERVED FRACTURES	UNFRACTURED/UNJOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1 TO 3 FOOT INTERVALS	SLIGHTLY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 4-INCH TO 1 FOOT INTERVALS	MODERATELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1-INCH TO 4-INCH INTERVALS WITH SCATTERED FRAGMENTED INTERVALS	INTENSELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT LESS THAN 1-INCH INTERVALS; MOSTLY RECOVERED AS CHIPS AND FRAGMENTS	VERY INTENSELY FRACTURED/JOINTED

BORING/TRENCH LOG LEGEND

	No Recovery	PENETRATION RESISTANCE						
     	Shelby Tube Sample Bulk Sample SPT Sample Modified California Sample Groundwater Level (At Completion) Groundwater Level (Seepage)	SAND AND GRAVEL		SILT AND CLAY				
		RELATIVE DENSITY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	CONSISTENCY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	COMPRESSIVE STRENGTH (tsf)
		VERY LOOSE	0 - 4	0 - 6	VERY SOFT	0 - 2	0 - 3	0 - 0.25
		LOOSE	5 - 10	7 - 16	SOFT	3 - 4	4 - 6	0.25 - 0.50
		MEDIUM DENSE	11 - 30	17 - 48	MEDIUM STIFF	5 - 8	7 - 13	0.50 - 1.0
		DENSE	31 - 50	49 - 79	STIFF	9 - 15	14 - 24	1.0 - 2.0
		VERY DENSE	OVER 50	OVER 79	VERY STIFF	16 - 30	25 - 48	2.0 - 4.0
					HARD	OVER 30	OVER 48	OVER 4.0
		*NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE LAST 12 INCHES OF AN 18 INCH DRIVE						

MOISTURE DESCRIPTIONS

FIELD TEST	APPROX. DEGREE OF SATURATION, S (%)	DESCRIPTION
NO INDICATION OF MOISTURE; DRY TO THE TOUCH	S<25	DRY
SLIGHT INDICATION OF MOISTURE	25≤S<50	DAMP
INDICATION OF MOISTURE; NO VISIBLE WATER	50≤S<75	MOIST
MINOR VISIBLE FREE WATER	75≤S<100	WET
VISIBLE FREE WATER	100	SATURATED

QUANTITY DESCRIPTIONS

APPROX. ESTIMATED PERCENT	DESCRIPTION
<5%	TRACE
5 - 10%	FEW
11 - 25%	LITTLE
26 - 50%	SOME
>50%	MOSTLY

GRAVEL/COBBLE/BOULDER DESCRIPTIONS

CRITERIA	DESCRIPTION
PASS THROUGH A 3-INCH SIEVE AND BE RETAINED ON A NO. 4 SIEVE (#4 TO 3")	GRAVEL
PASS A 12-INCH SQUARE OPENING AND BE RETAINED ON A 3-INCH SIEVE (3"-12")	COBBLE
WILL NOT PASS A 12-INCH SQUARE OPENING (>12")	BOULDER

LABORATORY TEST KEY

CP - COMPACTION CURVE (ASTM D1557)	R - R-VALUE (CTM 301)
CR - CORROSION ANALYSIS (CTM 422, 643, 417)	SE - SAND EQUIVALENT (CTM 217)
DS - DIRECT SHEAR (ASTM D3080)	TXCU - CONSOLIDATED UNDRAINED TRIAXIAL (ASTM D4767)
EI - EXPANSION INDEX (ASTM D4829)	TXUU - UNCONSOLIDATED UNDRAINED TRIAXIAL (ASTM D2850)
GSA - GRAIN SIZE ANALYSIS (ASTM D422)	UC - UNCONFINED COMPRESSIVE STRENGTH (ASTM D2166)
MC - MOISTURE CONTENT (ASTM D2216)	
PI - PLASTICITY INDEX (ASTM D4318)	



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KEY TO LOGS

Figure A1



Soil Boring Number: B1

Page 1 of 1

PROJECT NAME Cirby Way Sinkholes		LOGGED BY Tom DeSimone	
PROJECT NUMBER S2871-05-01		LATITUDE / LONGITUDE 38.729394, -121.296525	
DATE STARTED 06/26/2025	COMPLETED 06/26/2025	DEPTH 5'	SURFACE ELEVATION ~150'
LOCATION Roseville, CA		RIG TYPE CME-55	
DRILLING FIRM V&W Drilling		HAMMER TYPE Auto	
METHOD Continuous Flight Auger	BORING DIAMETER 5 in	HAMMER WEIGHT 140 lb	
BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete		HAMMER DROP 30 in	

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Graphic	Sample Information				Laboratory Results		
						Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Dry Density (pcf)	Moisture Content (%)	% Fines
5		ML		ASPHALT; 6 inches		Bulk	B1-AB					
				AGGREGATE BASE; 10 inches		Bulk	B1-BULK				15.6	15.1
				FILL Very stiff, moist, brown, Sandy SILT, fine grained, with clay		SPT	B1-1.5	4 11 15	26			

End of Boring

Water Levels	
	No free water encountered on 06/26

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tom DeSimone

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729403, -121.296707

DATE STARTED 06/26/2025

COMPLETED 06/26/2025

DEPTH 26'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results											
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines								
5		SC		ASPHALT; 7 inches		Bulk Modified Bulk	B2-AB	9	26	1.0	108.1	16.1	11.5								
				AGGREGATE BASE; 10 inches			B2-1.5,2	12		2.25											
				FILL Medium dense, moist, brown, Clayey SAND , fine to coarse grained Increase in silt Increase in clay		Modified CA	B2-3.5,4	9	38	4.0											
								18													
						Modified CA	B2-5.5,6	9	43												
								19		3.75											
						Modified CA	B2-7.5,8	9	33	4.5											
								14													
					10		SP		Medium dense, moist, brown, Poorly Graded SAND , fine to medium grained					Modified CA	B2-9.5,10	6	16	3.0	106.0	14.9	
									Medium dense, moist, gray, Silty SAND , fine to medium grained							7					
	7		2.5																		
15		SM		Medium dense, moist, gray, Silty SAND , fine to medium grained		Modified CA	B2-11.5,12	7	22	4.5	106.4	15.9									
									7												
									15												
		CL		ALLUVIUM Hard, moist, bluish gray, Sandy LEAN CLAY		Modified CA	B2-15.5,16	6	48	4.5	109.8	17.3									
								17													
								31													

Water Levels



No free water encountered on 06/26



-

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Cirby Way Sinkholes

Boring No.: B2
Contract No.: S2871-05-01
Page: 2 of 2

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines
20		SM		Medium dense, wet, bluish gray, Silty SAND , fine to medium grained		Modified CA	B2-20.5,21	9 14 16	30	2.25	107.7	20.5	
25		SC		Very stiff, moist, bluish gray, Sandy LEAN CLAY , medium plasticity		Modified CA	B2-25,25.5	25 50/6"	75/12"	4.5+	112.9	13.7	
				Very dense, moist, light brown, Clayey SAND , fine to coarse grained; hard drilling									
				Sampler wet but no water in hole									

Boring Terminated

Water Levels



No free water encountered on 06/26



NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Soil Boring Number: B3

Page 1 of 2

PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tom DeSimone

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729398, -121.296761

DATE STARTED 06/26/2025

COMPLETED 06/26/2025

DEPTH 26'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	Atterberg Limits
				ASPHALT; 7 inches		Bulk Modified Bulk	B3-AB						
				AGGREGATE BASE; 23 inches			B3-1.5,2 B3-BULK	5 10 14	24	4.5+	95.6	9.0	8.3
5		SC-SM		FILL Medium dense, damp to moist, light brown, Silty, Clayey SAND; with angular, yellow sandstone fragments		Modified CA	B3-3.5,4	6 13 14	27	3.5		9.7	44.7
							B3-5.5,6	7 9 12	21	4.0	90.5	11.3	
				With Few gravel, fine to coarse grained; up to 1"			B3-7.5,8	7 10 12	22	4.5	93.1	11.8	
				Brown; decreased sandstone fragments			B3-9.5,10	12 12 16	28	4.5+	109.6	11.3	
							B3-13.5,14	16 11 13	24	2.5	101.2	14.6	
15		SC-SM		Blow counts drop		Modified CA	B3-15.5,16	10 12 21	33	1.75 4.5+	109.4	14.2	
				ALLUVIUM Medium dense, moist, brown, Silty, Clayey SAND									

Water Levels



No free water encountered on 06/26



-

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tom DeSimone

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729405, -121.296991

DATE STARTED 06/26/2025

COMPLETED 06/26/2025

DEPTH 5'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger

BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information				Laboratory Results	
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	% Fines
1		SM		ASPHALT; 8 inches		Bulk	B4-AB	6 13 15	28	7.2
				AGGREGATE BASE; 10 inches		Bulk	B4-BULK			
				<u>FILL</u> Medium dense, moist, brown, Silty SAND , fine to medium grained, with trace clay; with yellow sandstone fragments		SPT	B4-1.5			

End of Boring

Water Levels



No free water encountered on 06/26



-

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Cirby Way Sinkholes

Boring No.: B5
Contract No.: S2871-05-01
Page: 2 of 2

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines
20		SP		Tree rootlets on augers									
		CL		Very stiff, moist, bluish gray, Sandy LEAN CLAY , fine to medium grained									
				Refusal on concrete		Modified CA	B5-20,20.5,21	6 12 26	38	3.75			

Boring Terminated

Water Levels

☒ No free water encountered on 06/24

☐

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Soil Boring Number: B6

Page 1 of 2

PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tyler Henderson

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729358, -121.296764

DATE STARTED 06/24/2025

COMPLETED 06/24/2025

DEPTH 30.5'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results		
					Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines
5		SC-SM		ASPHALT; 7.5 inches	Bulk	B6-AB						
				AGGREGATE BASE; 6.5 inches	Modified CA	B6-1,1.5,2	6	18				
				FILL	Bulk	B6-BULK	9			121.9	13.4	6.4
				Medium dense, moist, brown, Silty, Clayey SAND, fine to coarse grained, with trace gravel, fine grained	Modified CA	B6-3,3.5,4	12	28				
				Light brown with light gray and orange	Modified CA	B6-5,5.5,6	14		4.0	115.5	13.7	
				Dark gray	Modified CA	B6-7.5,8	14			93.7	24.6	
				Hard, moist, light brown, Sandy SILT, fine grained	Modified CA	B6-9,9.5,10	8	20				
				Dark bluish gray	Modified CA	B6-11,11.5,12	10		4.5+			
				Light brownish gray, moderately cemented; with less sand	Modified CA	B6-14,14.5,15	10					
				Loose, moist, olive brown to yellowish brown, Clayey SAND, fine to medium grained	Modified CA	B6-14,14.5,15	3	7		95.0	21.4	
10		SC		Brown with yellowish brown, reddish brown, and light gray	Modified CA	B6-9,9.5,10	3	6				
				Stiff, moist, brown with yellowish brown, Sandy LEAN CLAY, fine grained	Modified CA	B6-11,11.5,12	3					
				Root present	Modified CA	B6-14,14.5,15	4	8	1.25			
				Alluvium	Modified CA	B6-14,14.5,15	4					
				Hard, moist, bluish gray, Sandy LEAN CLAY, with trace gravel, fine grained	Modified CA	B6-14,14.5,15	6					
					Modified CA	B6-14,14.5,15	6					
					Modified CA	B6-14,14.5,15	2					
					Modified CA	B6-14,14.5,15	2					
					Modified CA	B6-14,14.5,15	4	24				
					Modified CA	B6-14,14.5,15	7		4.25	112.9	16.3	
15		CL			Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					
					Modified CA	B6-14,14.5,15	17					

Water Levels



Perched water encountered @ 24' on 06/24



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NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Cirby Way Sinkholes

Boring No.: B6
Contract No.: S2871-05-01
Page: 2 of 2

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results		
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)
20		CL		Stiff, dark bluish gray, fine to coarse grained		Modified CA	B6-20,20.5,21	6 6 9	15	1.25		21.3
25				Wet Soft, dark gray		Modified CA	B6-25,25.5,26	x x 6	6			
				Very dense, moist, brown, Clayey SAND , fine to coarse grained		Bulk	B6-26.5				118.8	17.2
30		SC		Yellowish brown		Modified CA	B6-30	50/6"	50/6"			
				Boring Terminated								

Water Levels



Perched water encountered @ 24' on 06/24



-

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



PROJECT NAME Cirby Way Sinkholes		LOGGED BY Tyler Henderson	
PROJECT NUMBER S2871-05-01		LATITUDE / LONGITUDE 38.729355, -121.296620	
DATE STARTED 06/24/2025	COMPLETED 06/24/2025	DEPTH 1.5'	SURFACE ELEVATION ~150'
LOCATION Roseville, CA		RIG TYPE CME-55	
DRILLING FIRM V&W Drilling		HAMMER TYPE Auto	
METHOD Continuous Flight Auger	BORING DIAMETER 5 in	HAMMER WEIGHT 140 lb	
BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete		HAMMER DROP 30 in	

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	% Fines
				ASPHALT; 6 inches AGGREGATE BASE; 10 inches		Bulk	B7-AB			8.1

Boring Terminated

Water Levels	
	No free water encountered on 06/24

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.

PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tyler Henderson

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729270, -121.296692

DATE STARTED 06/25/2025

COMPLETED 06/25/2025

DEPTH 25.5'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger

BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	Atterberg Limits
				ASPHALT ; 4 inches		Bulk	B8-AB						
				AGGREGATE BASE ; 12 inches		Modified Bulk	B8-1.5,2 B8-BULK	7 8 14	22				6.7
		SC-SM		FILL Medium dense, moist, reddish brown, Silty, Clayey SAND , fine to coarse grained Pale brown, fine grained Dark brown; with rootlets		Modified CA	B8-3,3.5,4	4 9 13	22			17.2	
5		CL		Hard, moist, light brownish gray with yellowish brown striations, LEAN CLAY , weakly cemented Lense of Clayey Sand		Modified CA	B8-5,5.5,6	6 9 17	26	4.5+	102.7	17.7	51.7
		SC		Medium dense, moist, brown, Clayey SAND , fine to coarse grained Grayish brown to reddish brown, with yellowish brown Olive brown Olive brown with yellowish brown Olive brown to grayish brown Lenses of Silty Clay		Modified CA	B8-7,7.5,8	5 13 18	31				
10						Modified CA	B8-9,9.5,10	6 13 18	31			16.8	
		ML		Dark grayish brown with bluish gray Hard, moist, dark gray with bluish gray, SILT , with trace sand, fine grained and trace clay Weakly cemented		Modified CA	B8-12,12.5,13	11 12 25	37	4.5+			
15				Dark bluish gray		Modified CA	B8-15,15.5,16	13 14 22	36	4.5+ 1.5			

Water Levels


No free water encountered on 06/25



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NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Cirby Way Sinkholes

Boring No.: B8
Contract No.: S2871-05-01
Page: 2 of 2

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	Atterberg Limits
20		ML											
					NR	Modified CA		9	28				
						SPT	B8-21.5	8					
								20					
								5	45				
								14					
								31					
25		SC		ALLUVIUM Medium dense, moist, bluish gray, Clayey SAND , fine to coarse grained Yellowish brown									
				Very dense, dark gray		Modified CA	B8-25	50/6"	50/6"				

Boring Terminated

Water Levels



No free water encountered on 06/25



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NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Soil Boring Number: B9

Page 1 of 2

PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tyler Henderson

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729270, -121.296744

DATE STARTED 06/25/2025

COMPLETED 06/25/2025

DEPTH 20'

SURFACE ELEVATION ~151'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results			
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines
0 5 10 15				ASPHALT; 8.5 inches		Bulk Modified Bulk CA	B9-AB B9-1,5,2 B9-BULK	6 6 10	16	1.25	117.6	19.0	10.1
			AGGREGATE BASE; 6.5 inches										
		SC	FILL Loose, moist, brown, Clayey SAND , fine to coarse grained With light brown inclusions		Modified CA	B9-3.5,4	3 3 6	9					
		CL	Medium stiff, moist, light brown with brown, Sandy LEAN CLAY , fine to medium grained, with trace silt With moderately to strongly cemented clasts of Silt Stiff										
		SC	Loose, moist, reddish brown with pale brown, yellowish brown, and dark brown, Clayey SAND , fine to coarse grained Very loose, grayish brown		Modified CA	B9-5,5,5,6	4 6 8	14					
			Loose, with trace gravel, fine grained; trace rootlets Decrease in clay		Modified CA	B9-7.5,8	2 2 4	6					
			Very loose		Modified CA	B9-9,9,5,1 0	2 3 4	7					
			Pea gravel on augers		Modified CA	NR	1 2 2	4					
	Pea gravel cuttings		SPT	NR	1 1 1	2							

Water Levels



No free water encountered on 06/25



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NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



Cirby Way Sinkholes

Boring No.: B9
Contract No.: S2871-05-01
Page: 2 of 2

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information						Laboratory Results		
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)	Dry Density (pcf)	Moisture Content (%)	% Fines
20		SC		Likely in utility trench alignment, abandon boring									

Boring Terminated

Water Levels

∇ No free water encountered on 06/25

▼

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.

PROJECT NAME Cirby Way Sinkholes

LOGGED BY Tyler Henderson

PROJECT NUMBER S2871-05-01

LATITUDE / LONGITUDE 38.729271, -121.296978

DATE STARTED 06/25/2025

COMPLETED 06/25/2025

DEPTH 12.5'

SURFACE ELEVATION ~152'

LOCATION Roseville, CA

RIG TYPE CME-55

DRILLING FIRM V&W Drilling

HAMMER TYPE Auto

METHOD Continuous Flight Auger

BORING DIAMETER 5 in

HAMMER WEIGHT 140 lb

BACKFILL METHOD Neat Cement Grout capped with Rapid-Set Concrete

HAMMER DROP 30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	Pocket Penetrometer (tsf)
				ASPHALT ; 10.5 inches		Bulk	B10-BULK			
		SC		FILL Medium dense, moist, brown with light brown striations, Clayey SAND , fine to coarse grained		Modified CA	B10-1,1.5,2	8 9 12	21	
				Brown with reddish brown inclusions, with little silt		Modified CA	B10-3,3.5,4	8 12 20	32	
				Dark gray		Modified CA	B10-5,5.5,6	12 16 25	41	
		ML		Dark gray with black and red mottling Hard, moist, greenish gray, Sandy SILT , fine grained		Modified CA	B10-7,7.5,8	12 26 29	55	
		SC		Dense, moist, bluish gray, Clayey SAND , with some silt		Modified CA	B10-9,9.5,10	13 16 27	43	
				Yellowish brown with green, red, and dark brown mottling		Modified CA	B10-11,11.5,12	13 17 24	41	4.5+
				Medium dense, bluish gray with pale brown, fine grained		Modified CA				
				Bluish gray, fine to coarse grained		Modified CA				
		CL		Hard, moist, dark gray with bluish gray, Sandy LEAN CLAY , fine grained		Modified CA				
				With white striations; with bluish gray moderate cementations						
				Boring Terminated						
Water Levels  -  -										

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



PROJECT NAME

Cirby Way Sinkholes

PROJECT NUMBER

S2871-05-01

DATE STARTED

06/26/2025

COMPLETED

06/26/2025

LOCATION

Roseville, CA

DRILLING FIRM

V&W Drilling

METHOD

Continuous Flight Auger

BORING DIAMETER

5 in

BACKFILL METHOD

Neat Cement Grout capped with Rapid-Set Concrete

LOGGED BY

Tom DeSimone

LATITUDE / LONGITUDE

38.729402, -121.296664

DEPTH

1.5'

SURFACE ELEVATION

~150'

RIG TYPE

CME-55

HAMMER TYPE

Auto

HAMMER WEIGHT

140 lb

HAMMER DROP

30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	% Fines
				ASPHALT; 7 inches						
				AGGREGATE BASE; 10 inches		Bulk	B11-AB			6.1

Boring Terminated

Water Levels

No free water encountered on 06/26

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.



PROJECT NAME

Cirby Way Sinkholes

PROJECT NUMBER

S2871-05-01

DATE STARTED

06/26/2025

COMPLETED

06/26/2025

LOCATION

Roseville, CA

DRILLING FIRM

V&W Drilling

METHOD

Continuous Flight Auger

BORING DIAMETER

5 in

BACKFILL METHOD

Neat Cement Grout capped with Rapid-Set Concrete

LOGGED BY

Tom DeSimone

LATITUDE / LONGITUDE

38.729400, -121.296803

DEPTH

1.5'

SURFACE ELEVATION

~151'

RIG TYPE

CME-55

HAMMER TYPE

Auto

HAMMER WEIGHT

140 lb

HAMMER DROP

30 in

Depth (ft)	Graphic Log	USCS	Water Levels	Material Description	Sample Information					Laboratory Results
					Sample Graphic	Sample Type	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)	% Fines
				ASPHALT; 8.5 inches						
				AGGREGATE BASE; 10 inches		Bulk	B12-AB			5.4

Boring Terminated

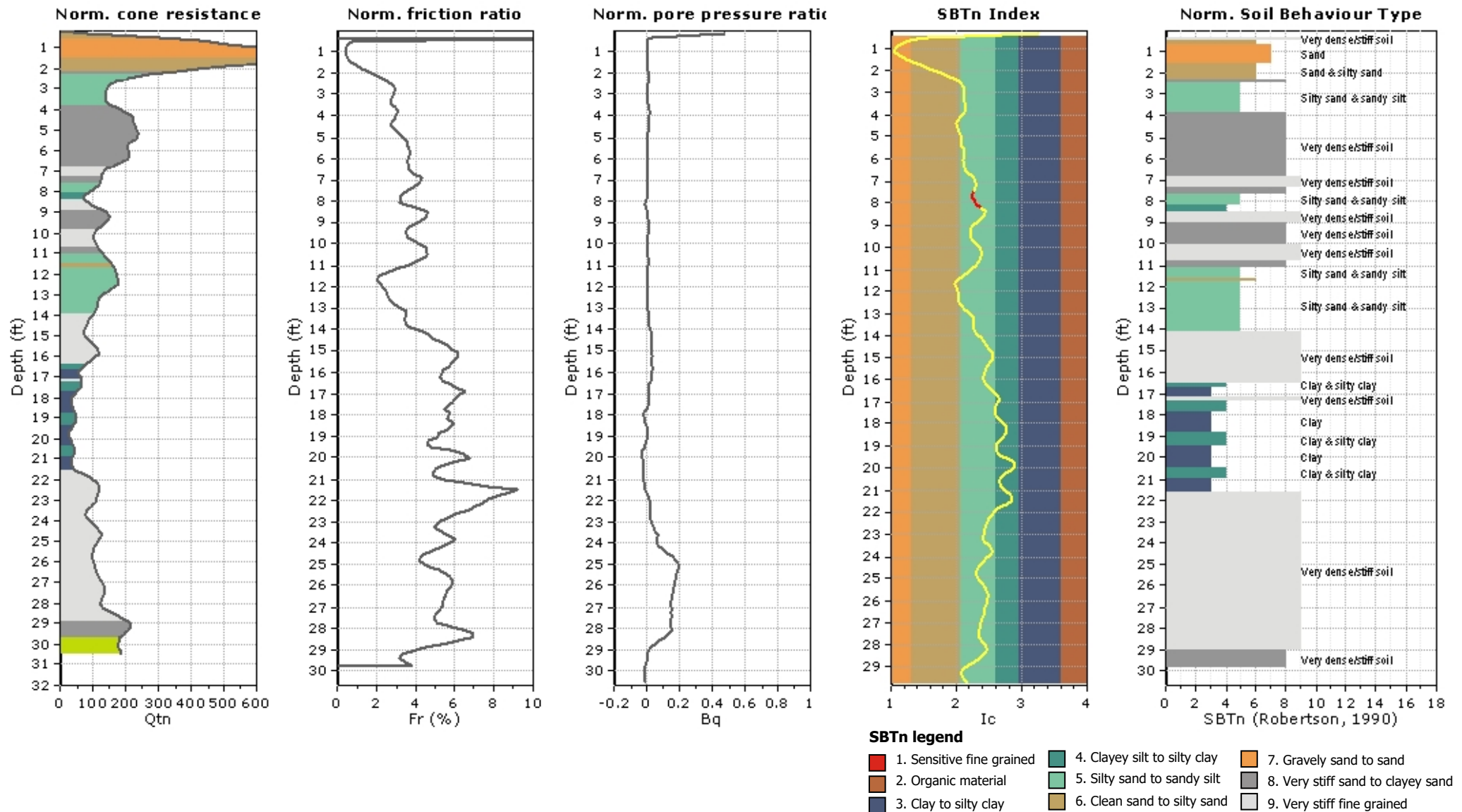
Water Levels

▽

No free water encountered on 06/26

▼

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.





Project: Cirby Way Sinkholes

Location: Roseville, CA

CPT: CPT-02 - Basic

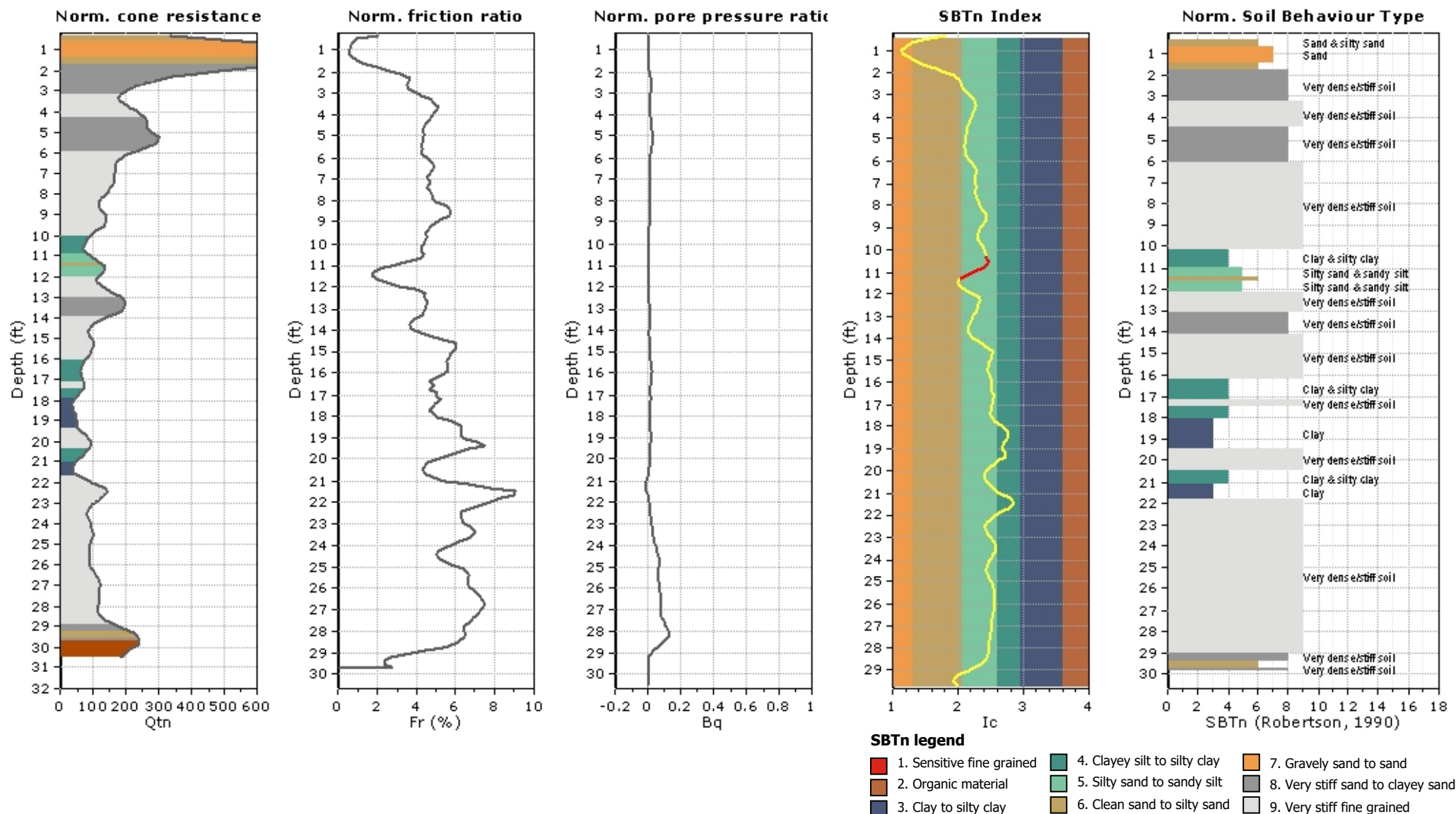
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Surface Elevation: 0.00 ft

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Cone Type: Unknown

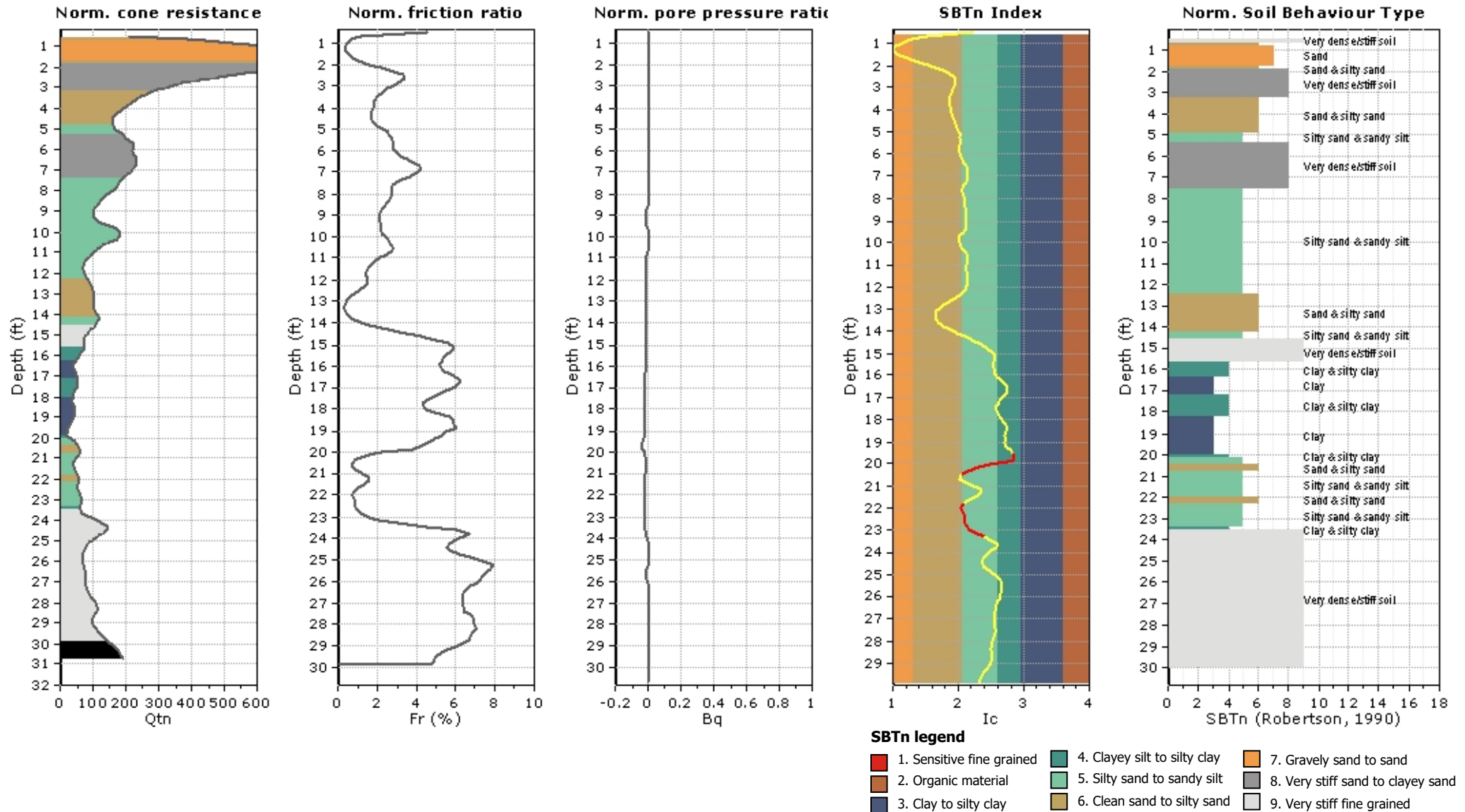
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Project: Cirby Way Sinkholes
Location: Roseville, CA

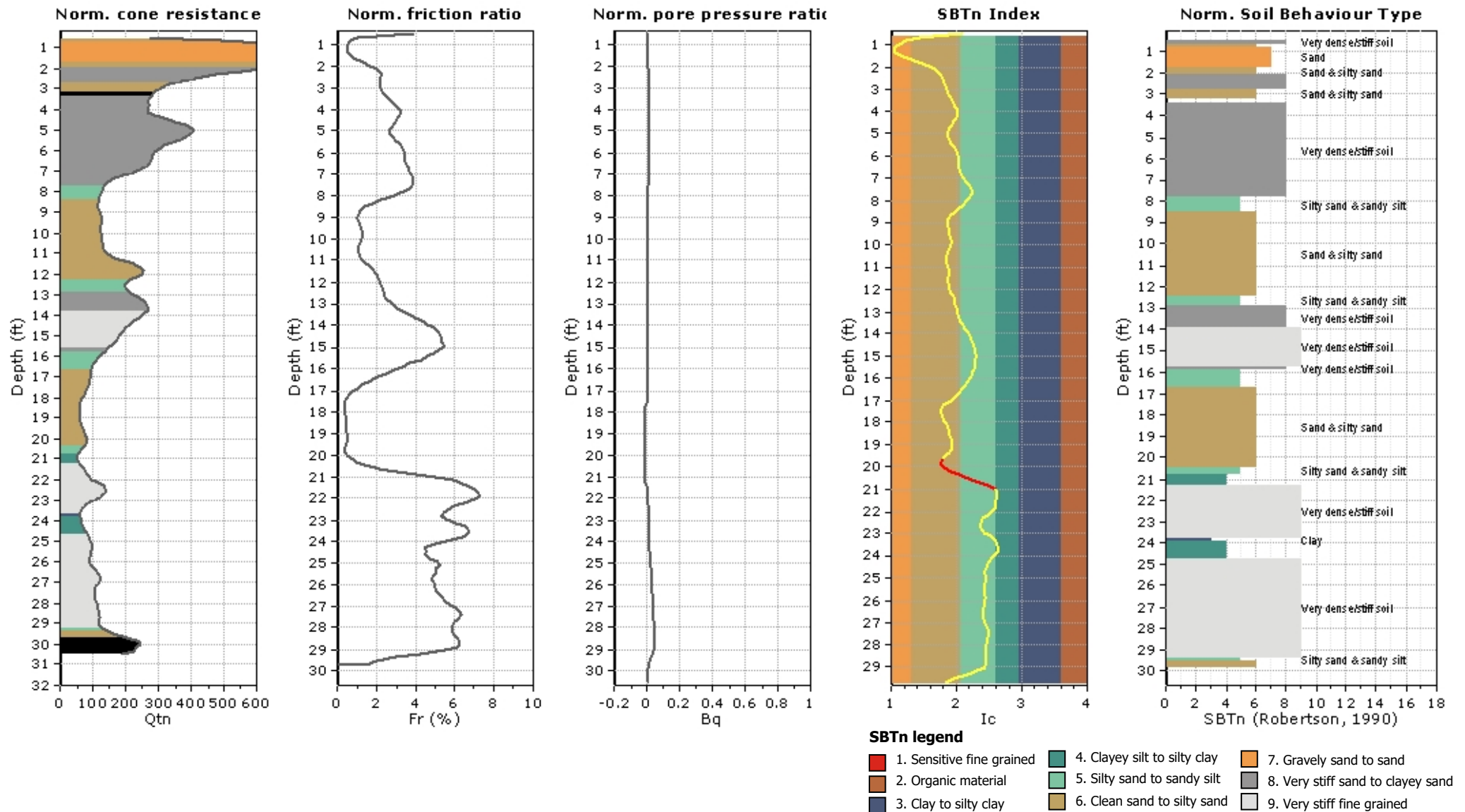
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Cone Operator: Unknown

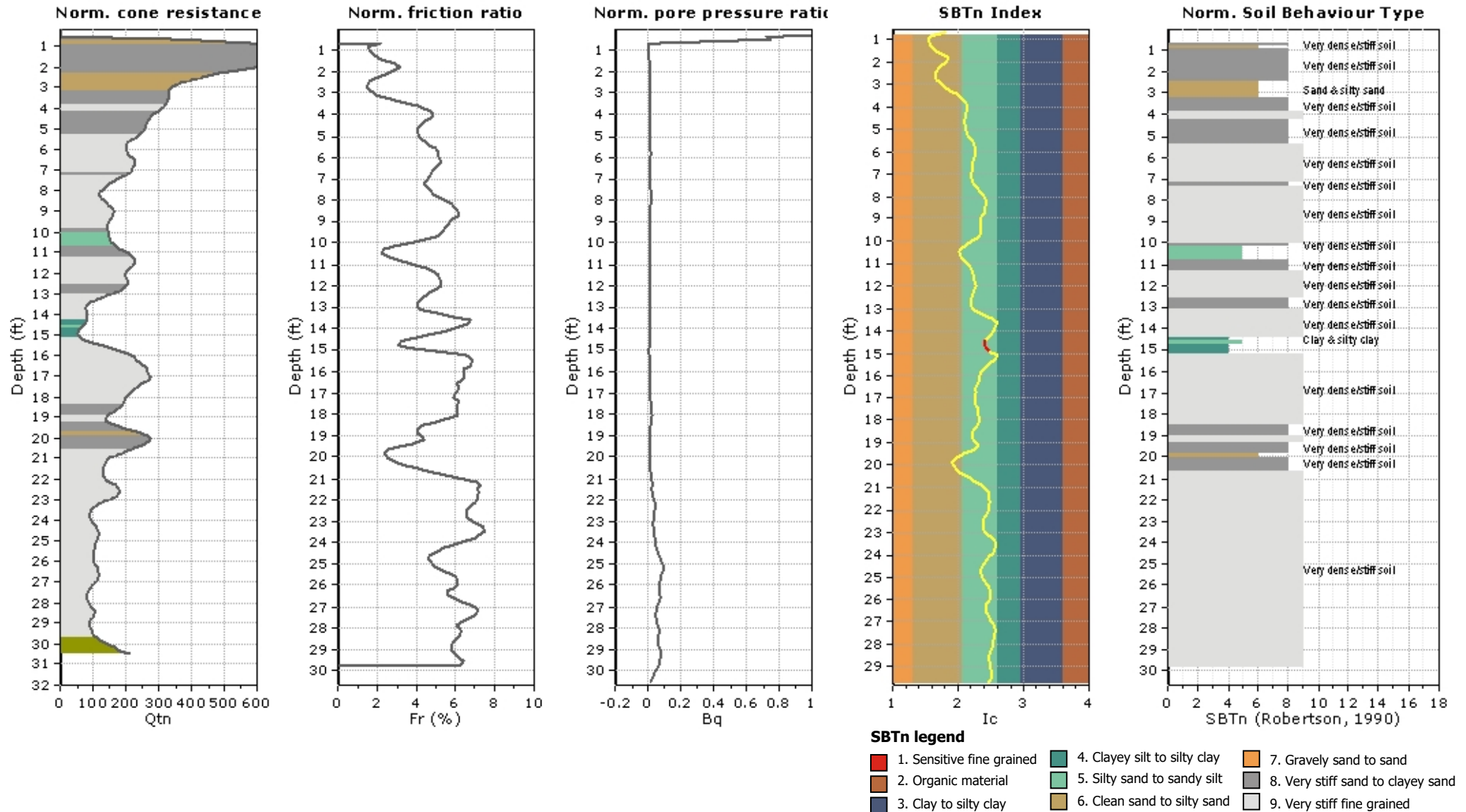




Project: Cirby Way Sinkholes
Location: Roseville, CA

Total depth: 30.51 ft, Date: 7/17/2025
Surface Elevation: 0.00 ft
Coords: X:0.00, Y:0.00
Cone Type: Unknown
Cone Operator: Unknown

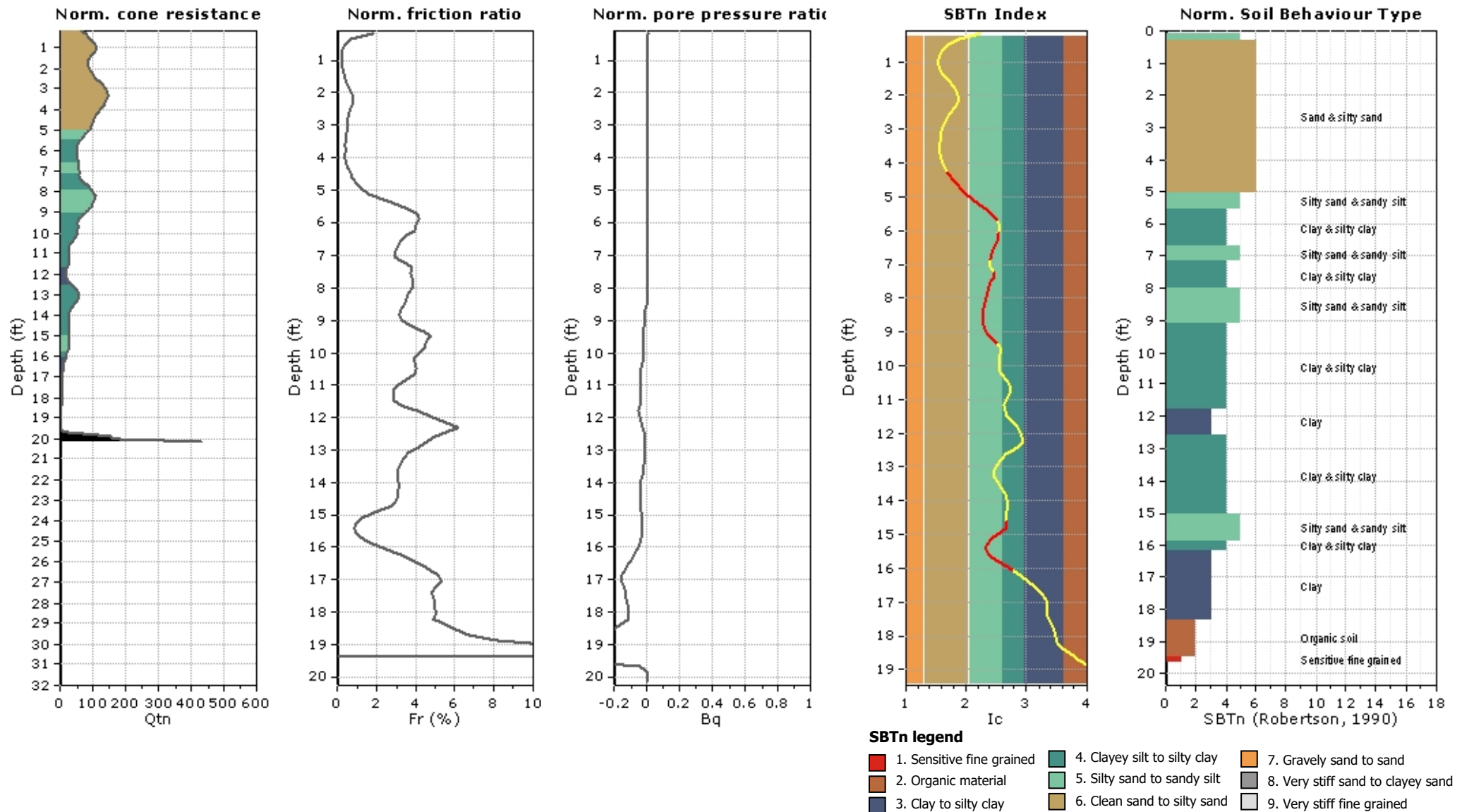


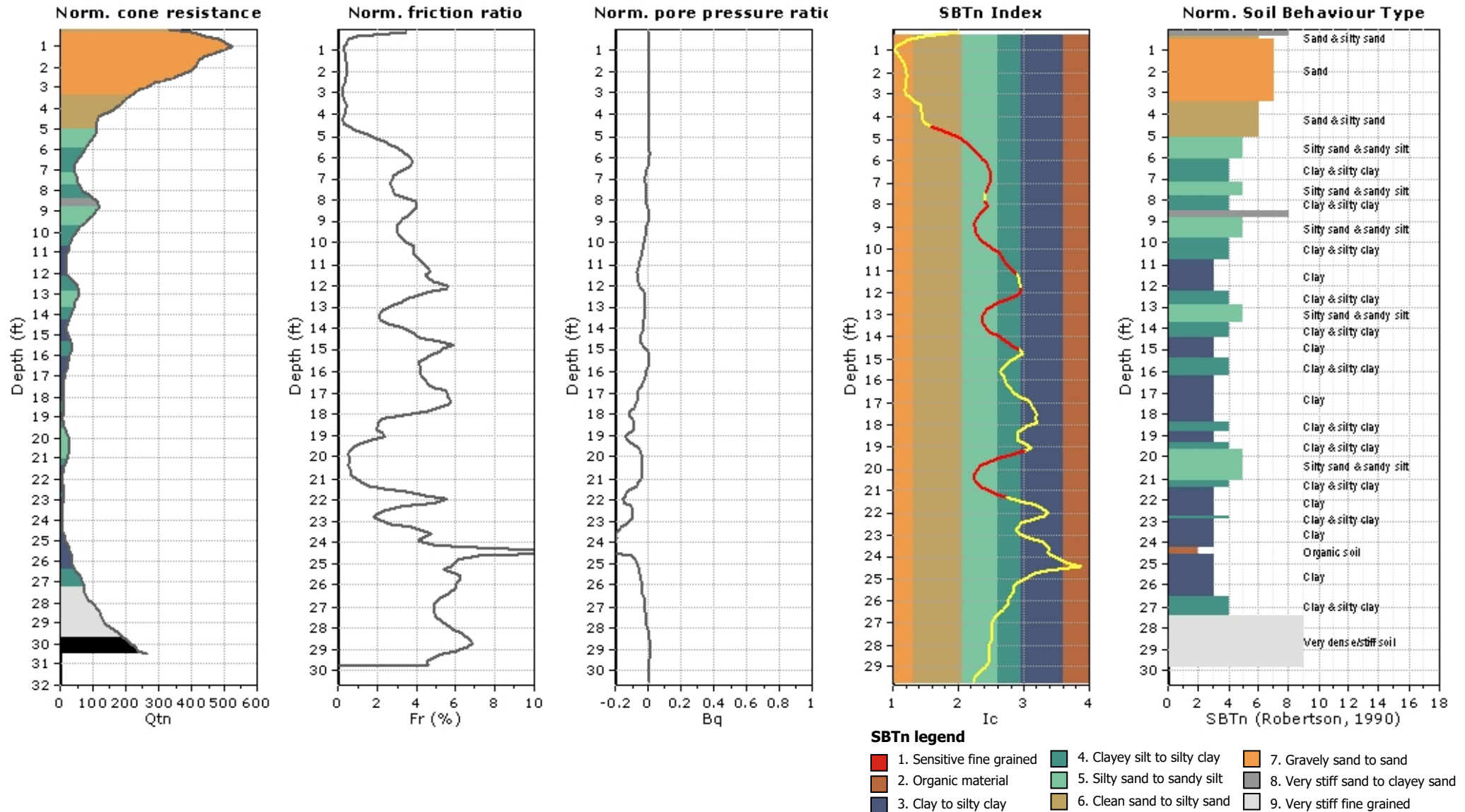


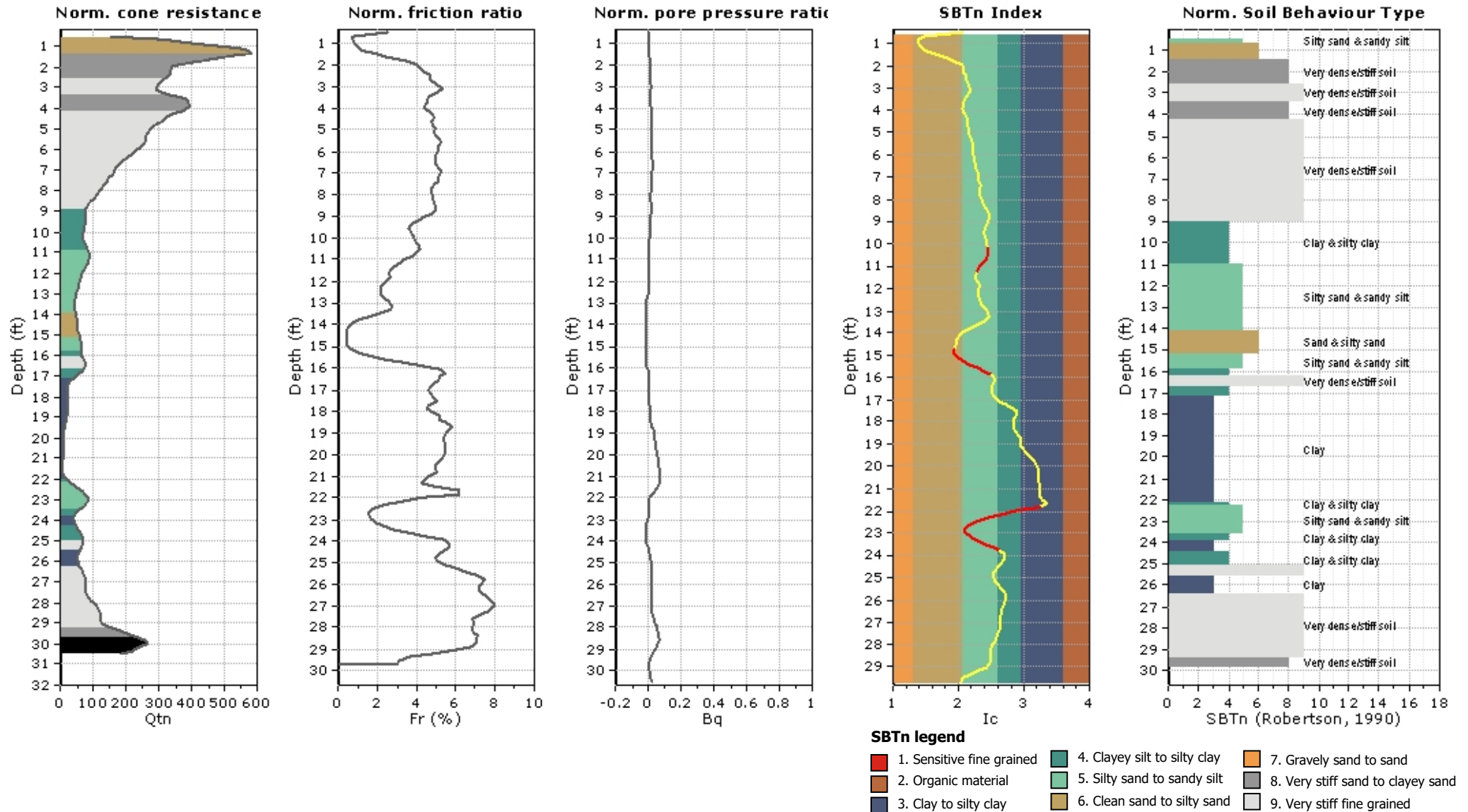


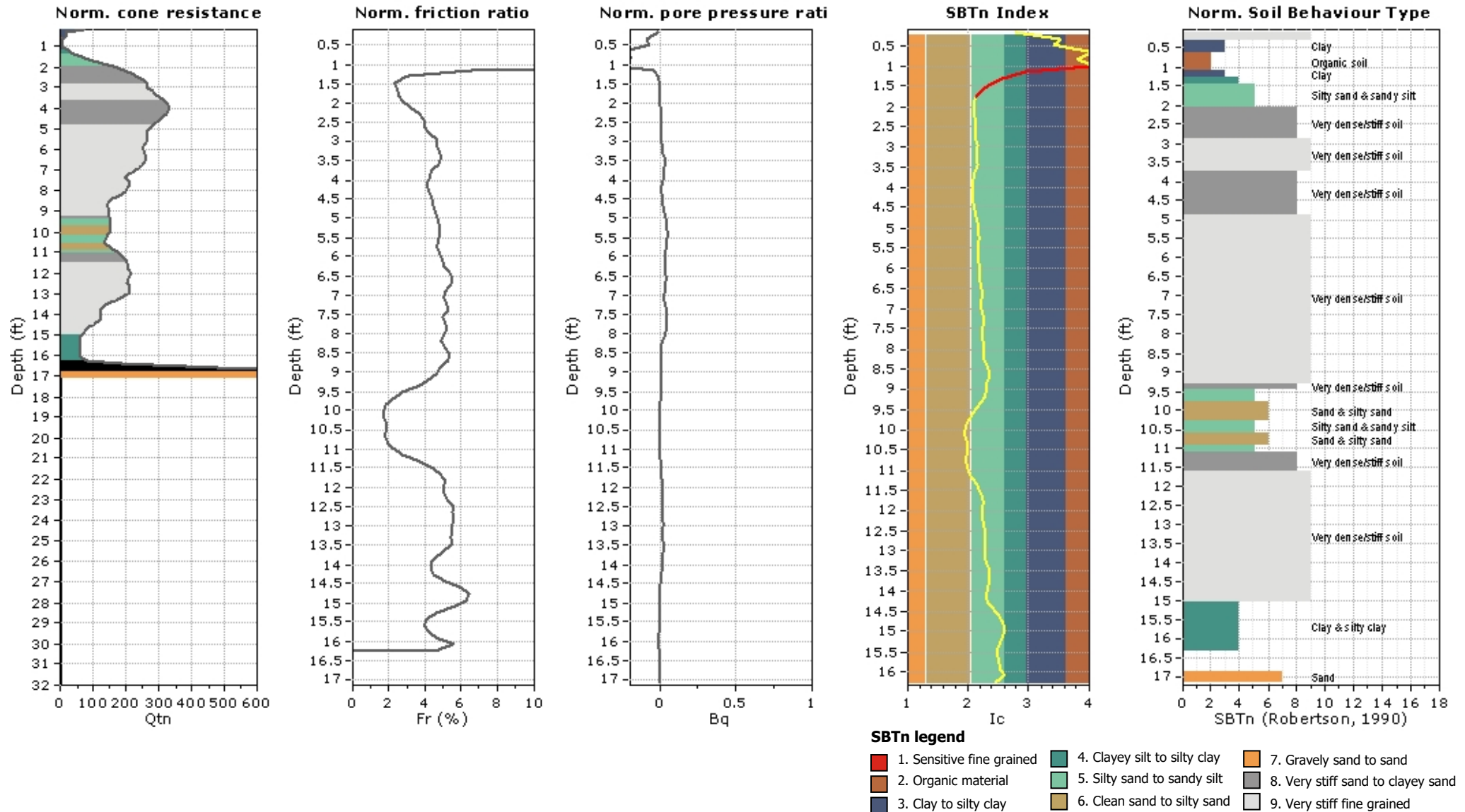
Project: Cirby Way Sinkholes
Location: Roseville, CA

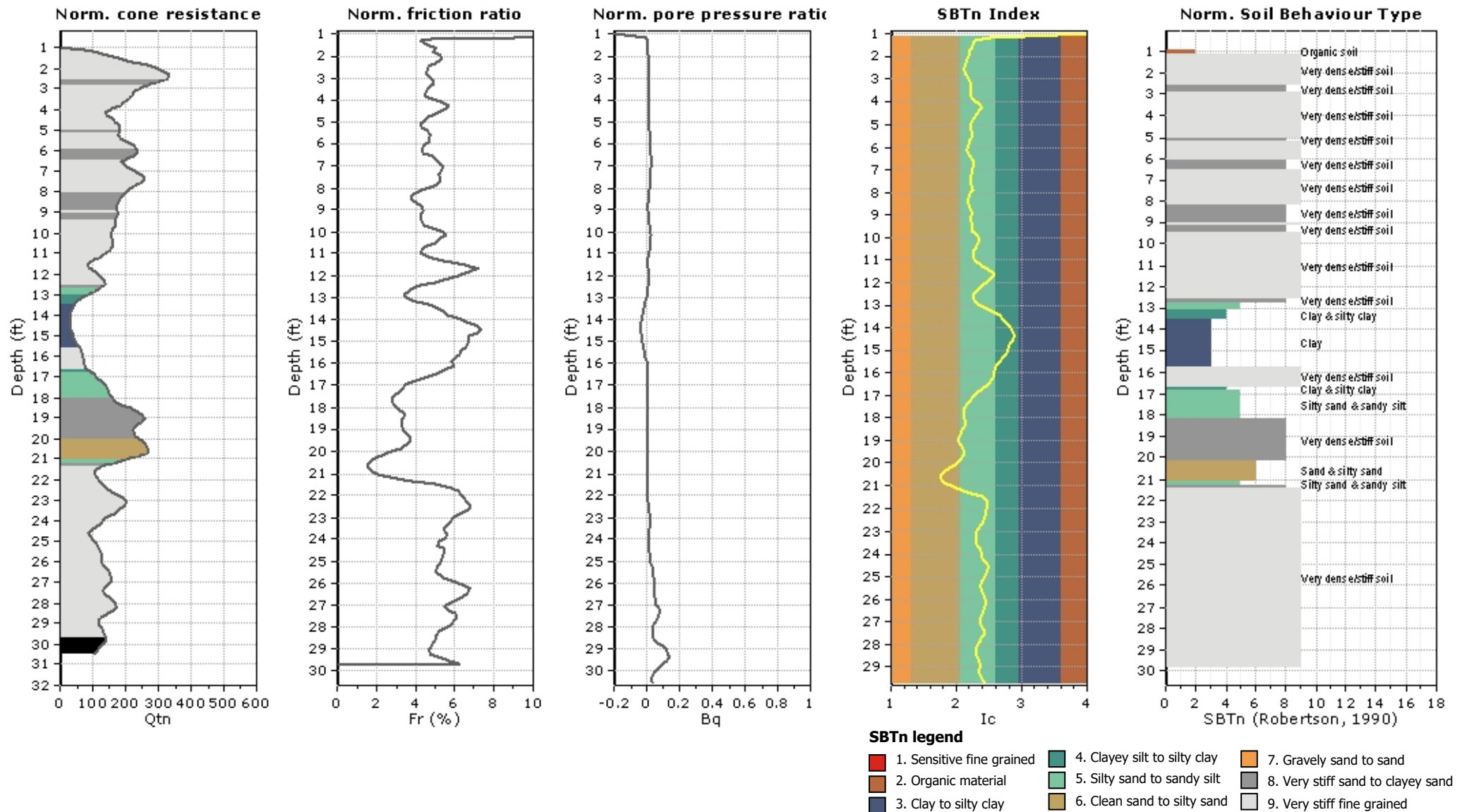
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Cone Operator: Unknown

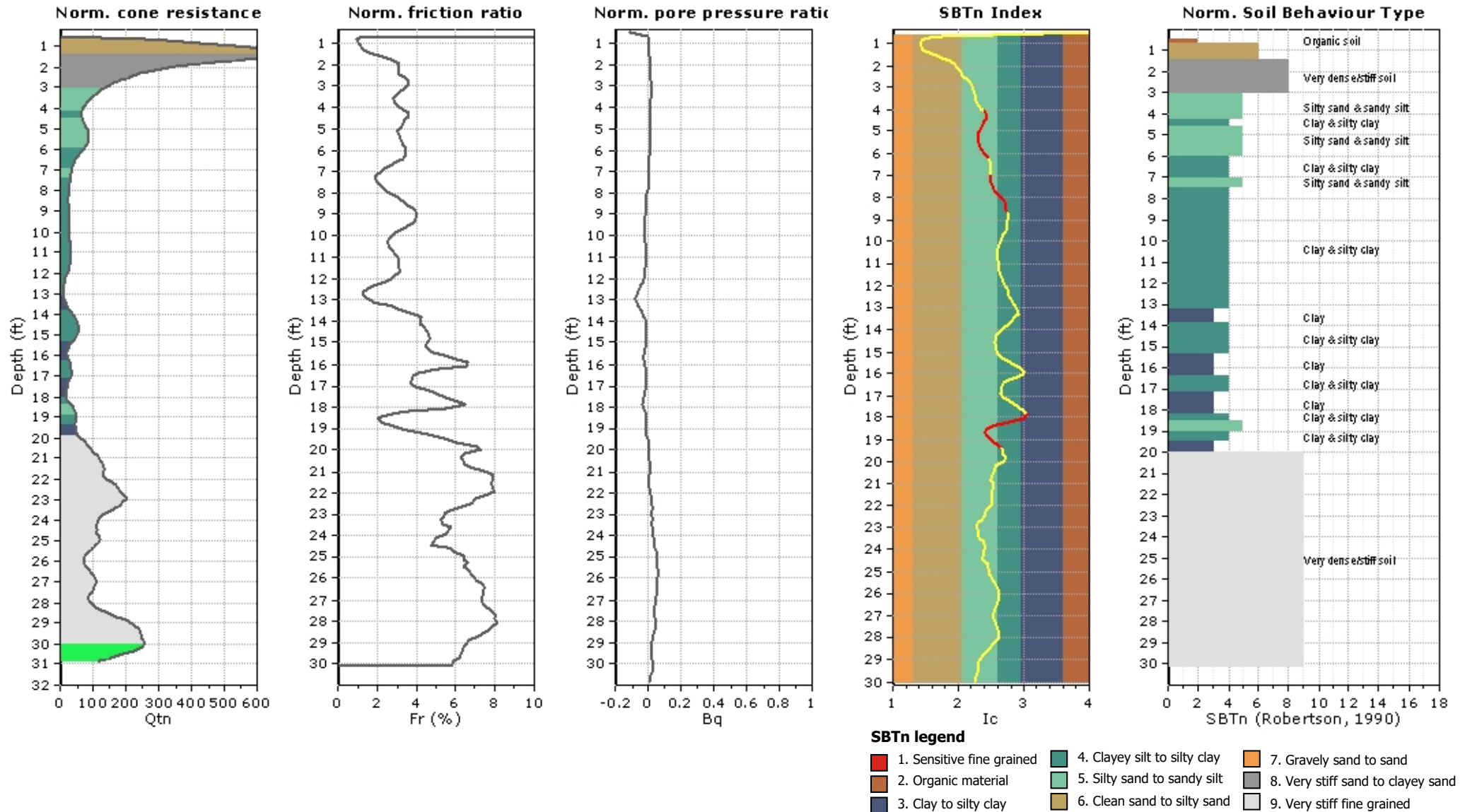








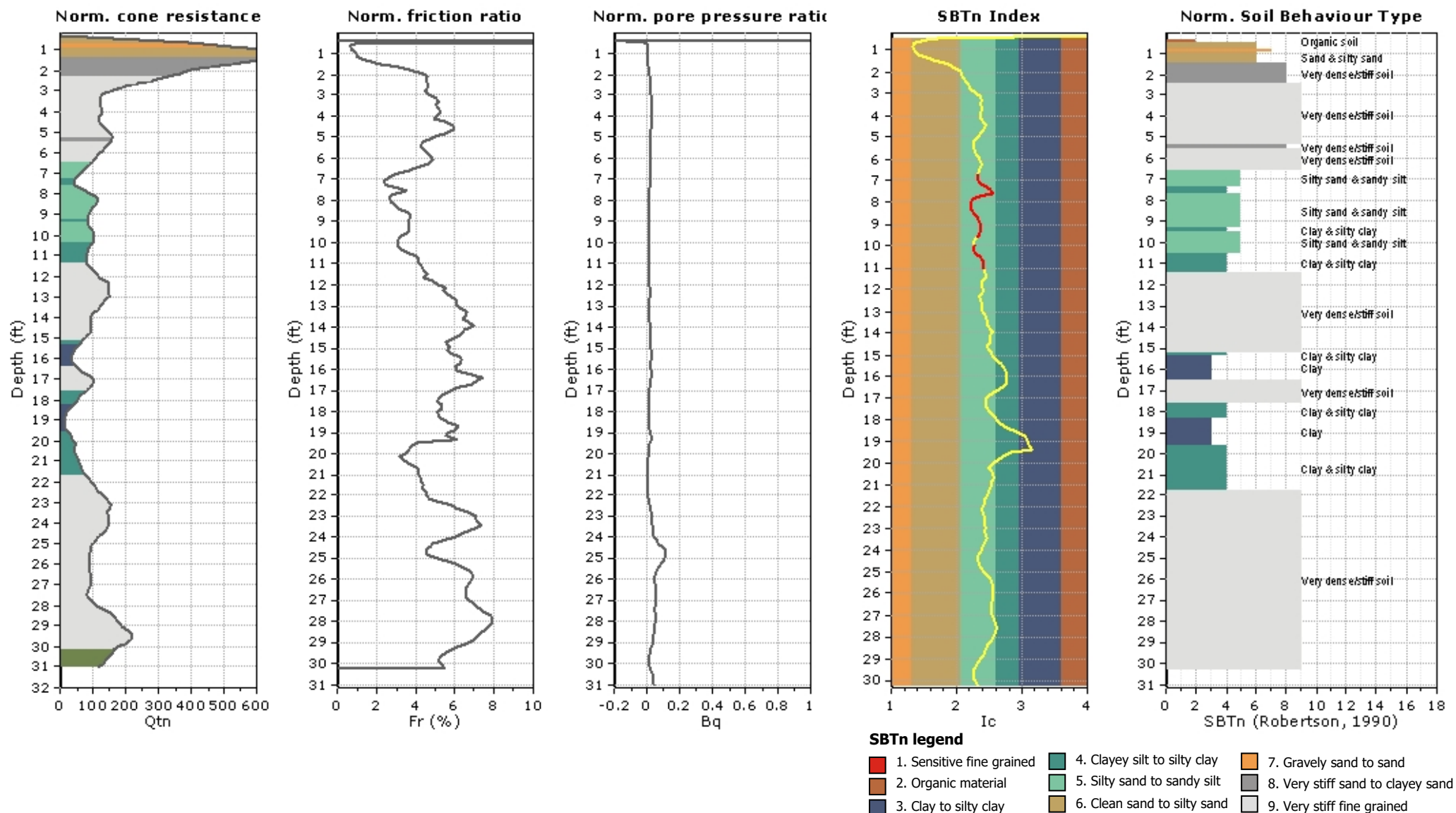




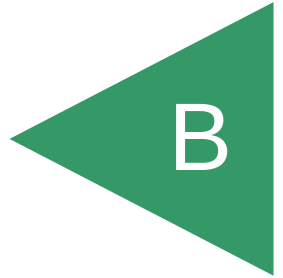


Project: Cirby Way Sinkholes

Location: Roseville, CA



APPENDIX



APPENDIX B

LABORATORY TESTING PROGRAM

Laboratory tests were performed in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. Selected soil samples were tested for their in-situ density and moisture content, pavement support characteristics, and moisture-density relationship. The results of the laboratory tests are presented on the following pages.

Some laboratory testing (plasticity characteristics, grain size distribution) was still in progress at the time this draft report was prepared. The remaining laboratory test results will be provided in the final version of this report.

TABLE B1
RESISTANCE VALUE TEST RESULTS
ASTM D2844

Sample Number	Sample Depth (feet)	Average Density (pcf)	Average Moisture Content (%)	R-Value
B10-Bulk	0 – 5	118.2	14.3	17

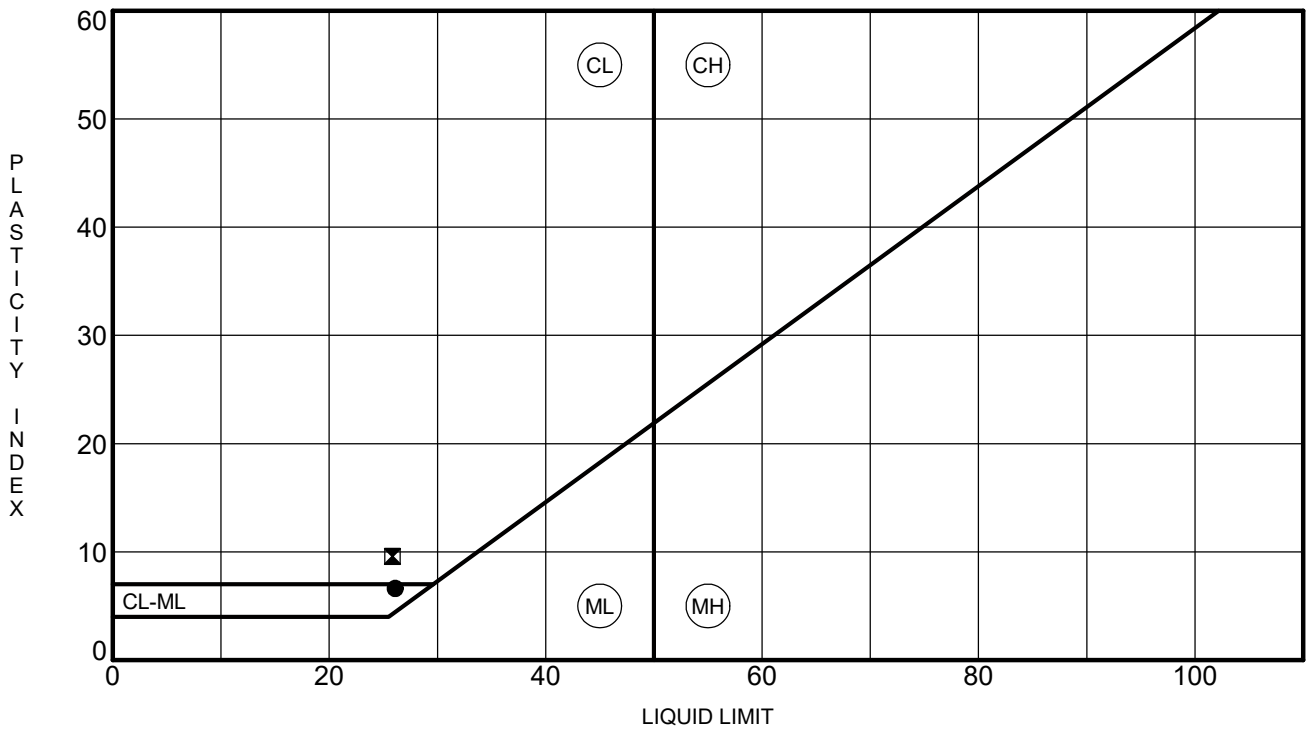
Sample ID	Depth (feet)	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Water Content (%)	Dry Density (pcf)
B1-1.5	1.5				---		15.6	
B2-2	2				---		16.1	108.1
B2-4	4				---		17.8	104.3
B2-6	6				---		23.2	95.8
B2-8	8				---		12.4	104.3
B2-10	10				---		14.9	106.0
B2-12	12				---		15.9	106.4
B2-16	16				---		17.3	109.8
B2-21	21				---		20.5	107.7
B2-25.5	25.5				---		13.7	112.9
B3-2	2				---		9.0	95.6
B3-4	4	26	19	7	---	44.7	9.7	
B3-6	6				---		11.3	90.5
B3-8	8				---		11.8	93.1
B3-10	10				---		11.3	109.6
B3-14	14				---		14.6	101.2
B3-16	16				---		14.2	109.4
B3-21	21				---		19.2	
B3-25.5	25.5				---		16.3	114.9
B5-5	5				---		16.8	
B5-7	7				---		13.4	
B5-10	10				---		13.1	
B5-12.5	12.5				---		19.0	108.1
B5-16	16				---		13.1	115.7
B6-1.5	1.5				---		13.4	121.9
B6-3	3				---		13.7	115.5
B6-4	4				---		24.6	93.7
B6-8	8				---		21.4	95.0
B6-10	10				---		16.2	106.7
B6-12	12				---		19.9	
B6-15	15				---		16.3	112.9
B6-20.5	20.5				---		21.3	
B6-26.5	26.5				---		17.2	118.8
B8-4	4	26	16	10	---	51.7	17.2	
B8-5	5				---		17.7	102.7
B8-10	10				---		16.8	
B9-4	4				---		19.0	
B9-8	8				---		14.5	117.6
B9-10	10				---		14.1	



Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Telephone: 916-852-9118

Summary of Laboratory Results

Project: Cirby Way Sinkholes
Location: Roseville, CA
Number: S2871-05-01



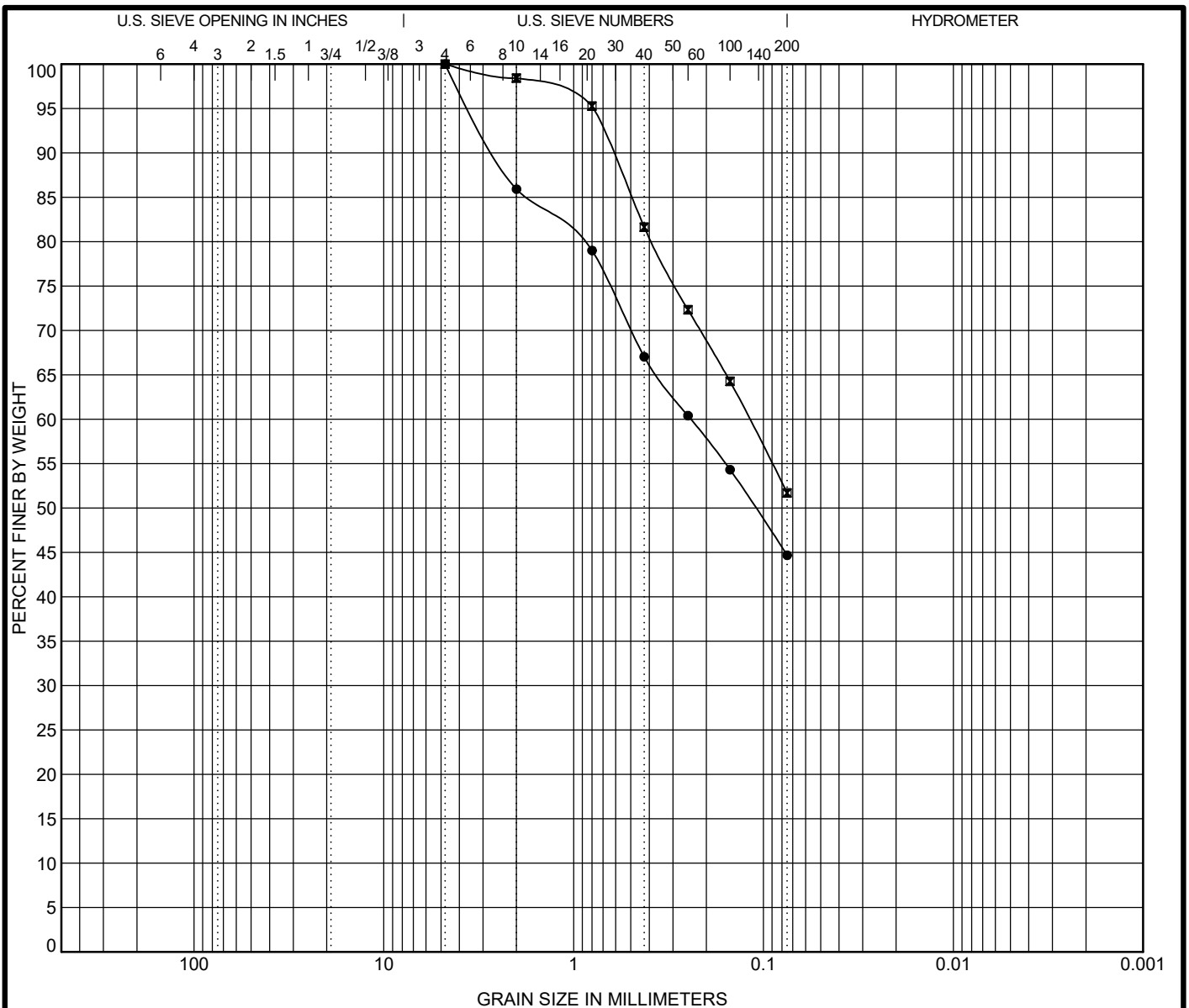
	Sample No.	Liquid Limit	Plastic Limit	Plasticity Index	% Pass #200 Sieve	Unified Soil Classification Description	Preparation Method
●	B3-4	26	19	7	44.7	SILTY, CLAYEY SAND(SC-SM)	dry
✕	B8-4	26	16	10	51.7	SANDY LEAN CLAY(CL)	dry



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ATTERBERG LIMITS (ASTM D4318)

Project: Cirby Way Sinkholes
Location: Roseville, CA
Number: S2871-05-01



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample No.	Classification	LL	PL	PI	Cc	Cu
● B3-4	SILTY, CLAYEY SAND(SC-SM)	26	19	7		
☒ B8-4	SANDY LEAN CLAY(CL)	26	16	10		

Sample No.	D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B3-4	4.75	0.11			0.0	55.3	44.7	
☒ B8-4	4.75				0.0	48.3	51.7	

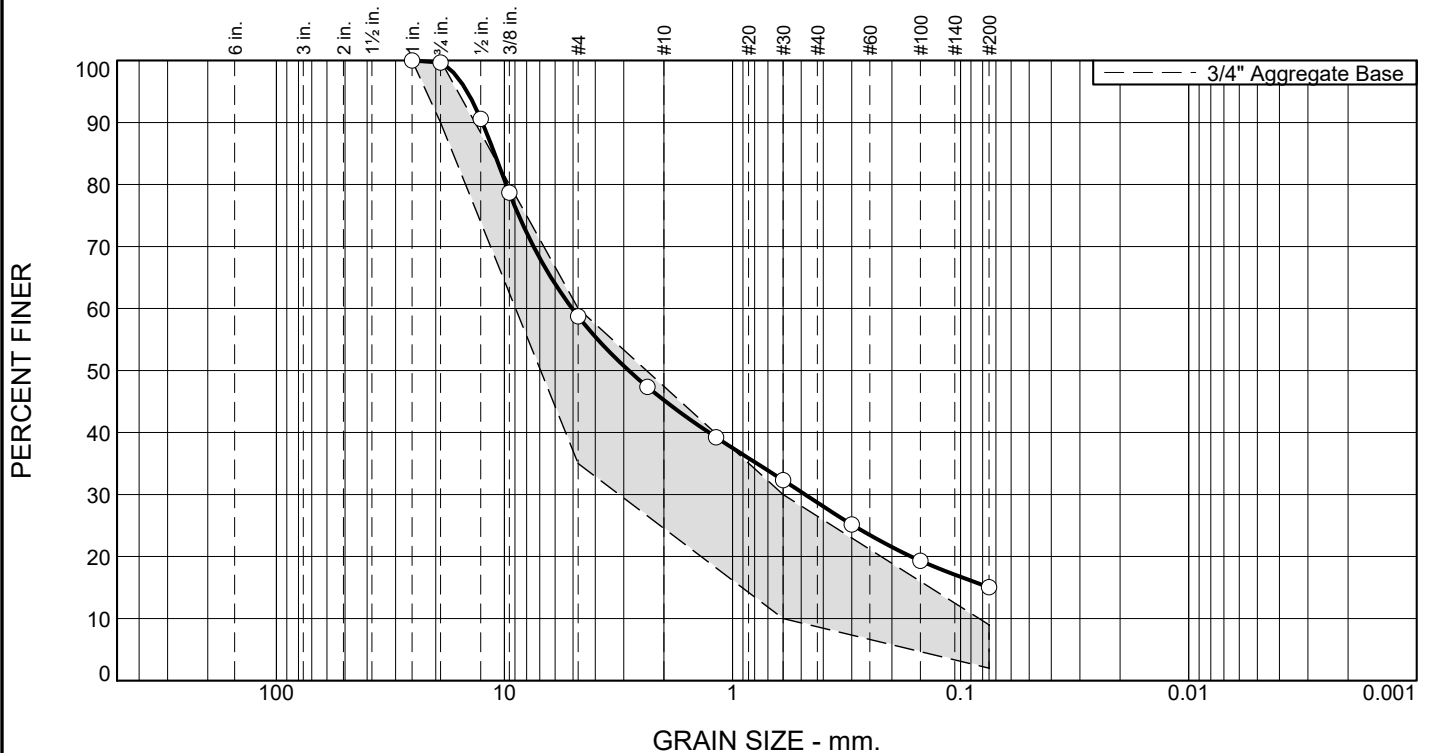


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Telephone: 916-852-9118

GRAIN SIZE DISTRIBUTION (ASTM D422, D6913)

Project: Cirby Way Sinkholes
Location: Roseville, CA
Number: S2871-05-01

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.3	41.0	13.5	16.5	13.6	15.1	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1	100.0	100.0	
.75	99.7	90.0 - 100.0	
.5	90.6		
.375	78.7		
#4	58.7	35.0 - 60.0	
#8	47.4		
#16	39.2		
#30	32.3	10.0 - 30.0	X
#50	25.2		
#100	19.3		
#200	15.1	2.0 - 9.0	X

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 12.5015 D₈₅= 11.0563 D₆₀= 5.0454
D₅₀= 2.8538 D₃₀= 0.4805 D₁₅=
D₁₀= C_u= C_c=

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B1-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

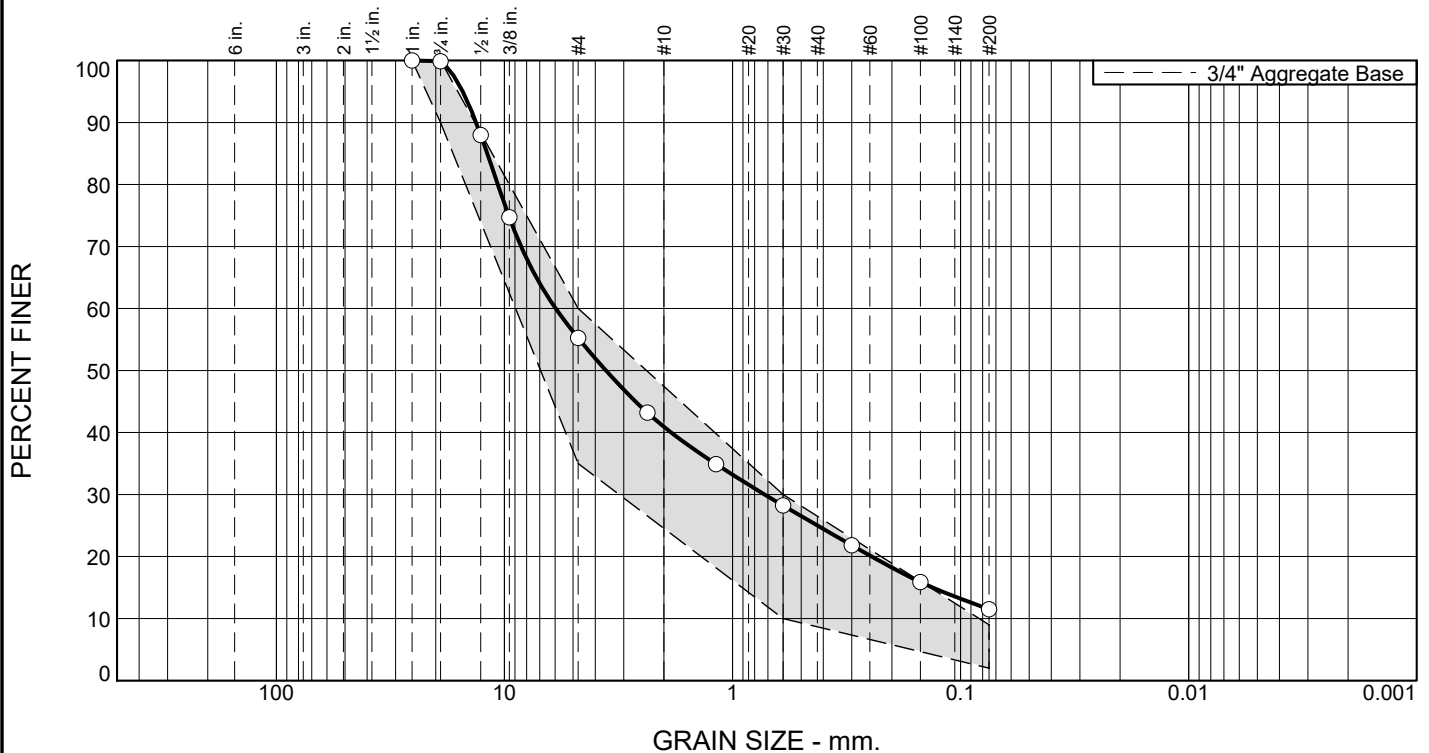
Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.1	44.6	14.4	15.9	13.5	11.5	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1	100.0	100.0	
.75	99.9	90.0 - 100.0	
.5	88.0		
.375	74.7		
#4	55.3	35.0 - 60.0	
#8	43.2		
#16	34.9		
#30	28.2	10.0 - 30.0	
#50	21.8		
#100	15.9		
#200	11.5	2.0 - 9.0	X

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)
 PL= LL= PI=

Classification
 USCS (D 2487)= AASHTO (M 145)=

Coefficients
 D₉₀= 13.3113 D₈₅= 11.8905 D₆₀= 5.9622
 D₅₀= 3.5892 D₃₀= 0.7222 D₁₅= 0.1325
 D₁₀= C_u= C_c=

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B2-AB

Date Sampled:

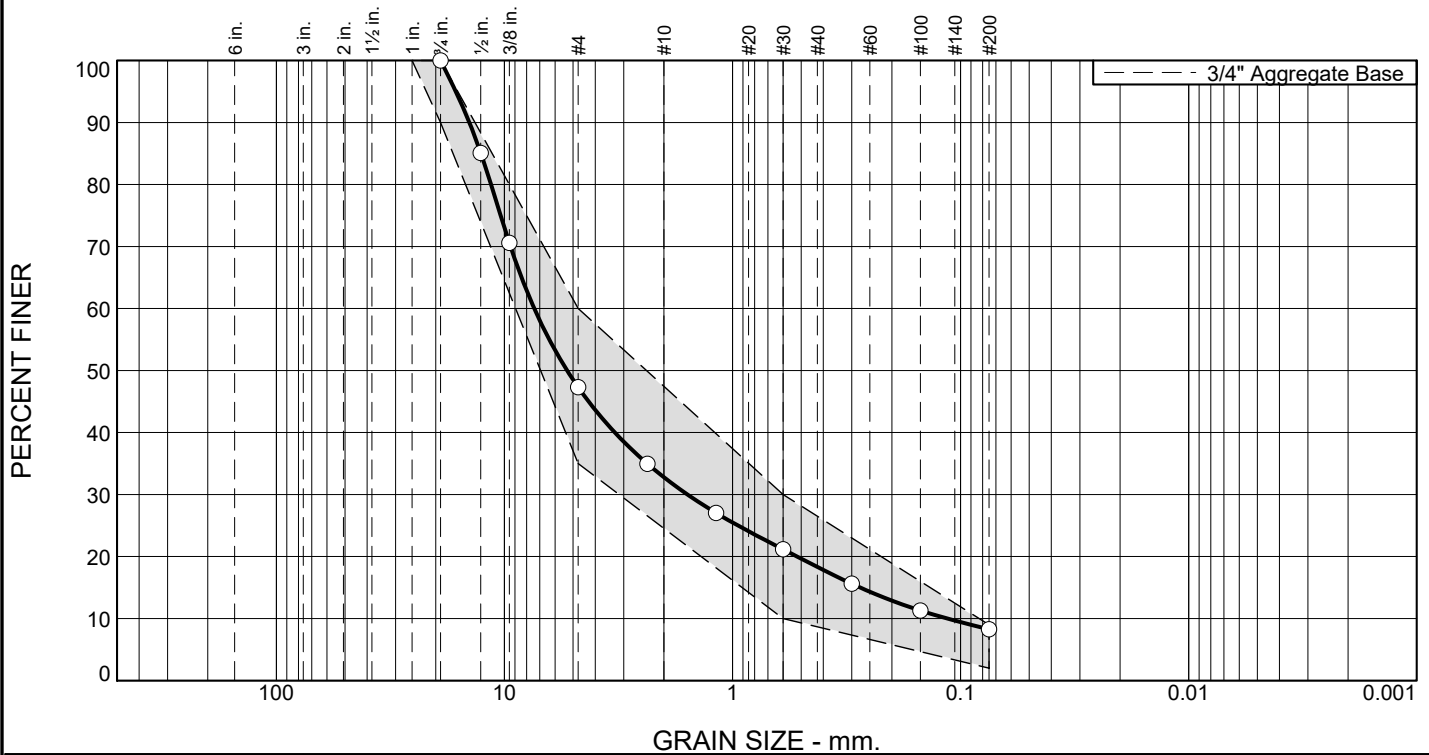
GEOCON CONSULTANTS, INC.

Client:
 Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	52.7	14.5	14.5	10.0	8.3	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	
.5	85.1		
.375	70.6		
#4	47.3	35.0 - 60.0	
#8	35.0		
#16	27.0		
#30	21.2	10.0 - 30.0	
#50	15.6		
#100	11.3		
#200	8.3	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 14.2520 D₈₅= 12.6766 D₆₀= 7.4019
D₅₀= 5.3126 D₃₀= 1.5772 D₁₅= 0.2754
D₁₀= 0.1143 C_u= 64.77 C_c= 2.94

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B3-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

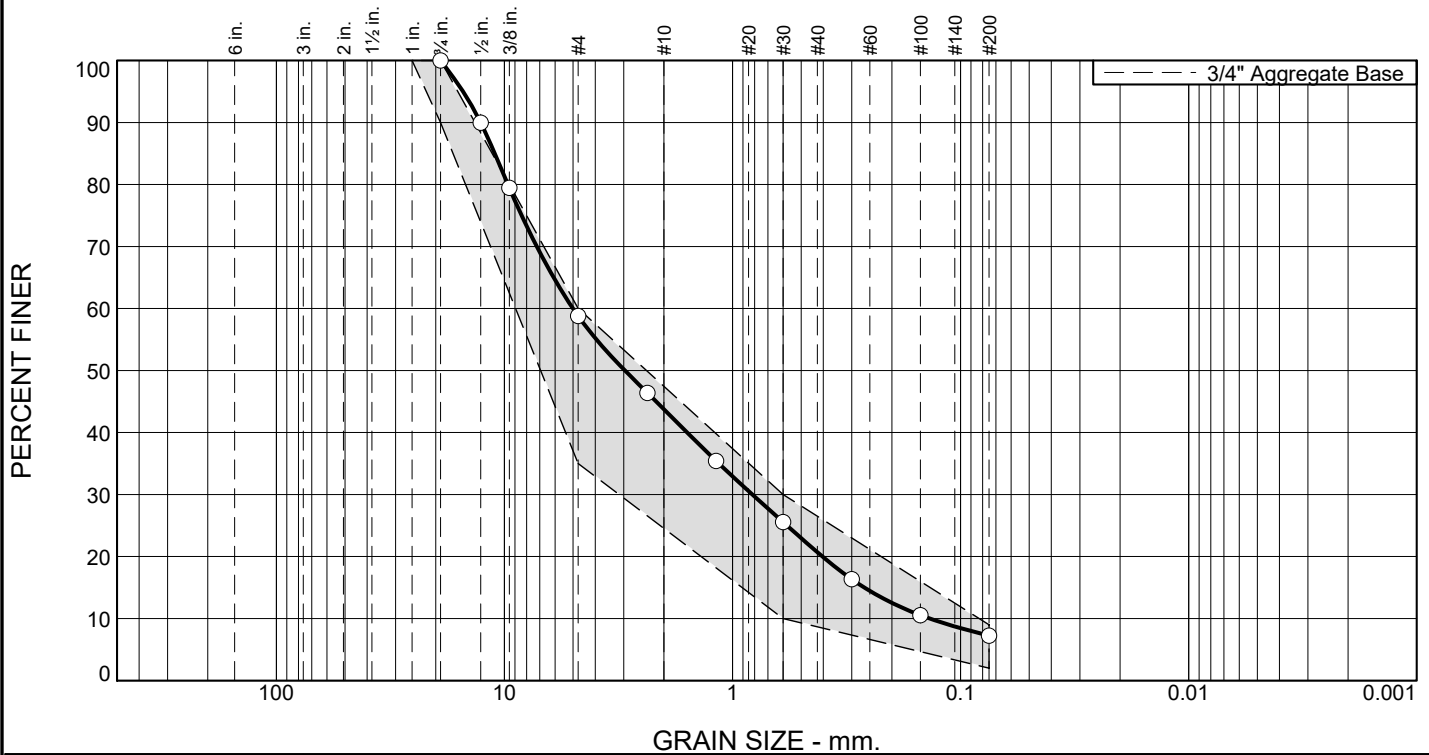
Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	41.2	15.0	23.1	13.5	7.2	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	
.5	90.0		
.375	79.5		
#4	58.8	35.0 - 60.0	
#8	46.4		
#16	35.4		
#30	25.6	10.0 - 30.0	
#50	16.3		
#100	10.5		
#200	7.2	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 12.7134 D₈₅= 11.0301 D₆₀= 5.0047
D₅₀= 2.9636 D₃₀= 0.8180 D₁₅= 0.2643
D₁₀= 0.1365 C_u= 36.66 C_c= 0.98

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B4-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

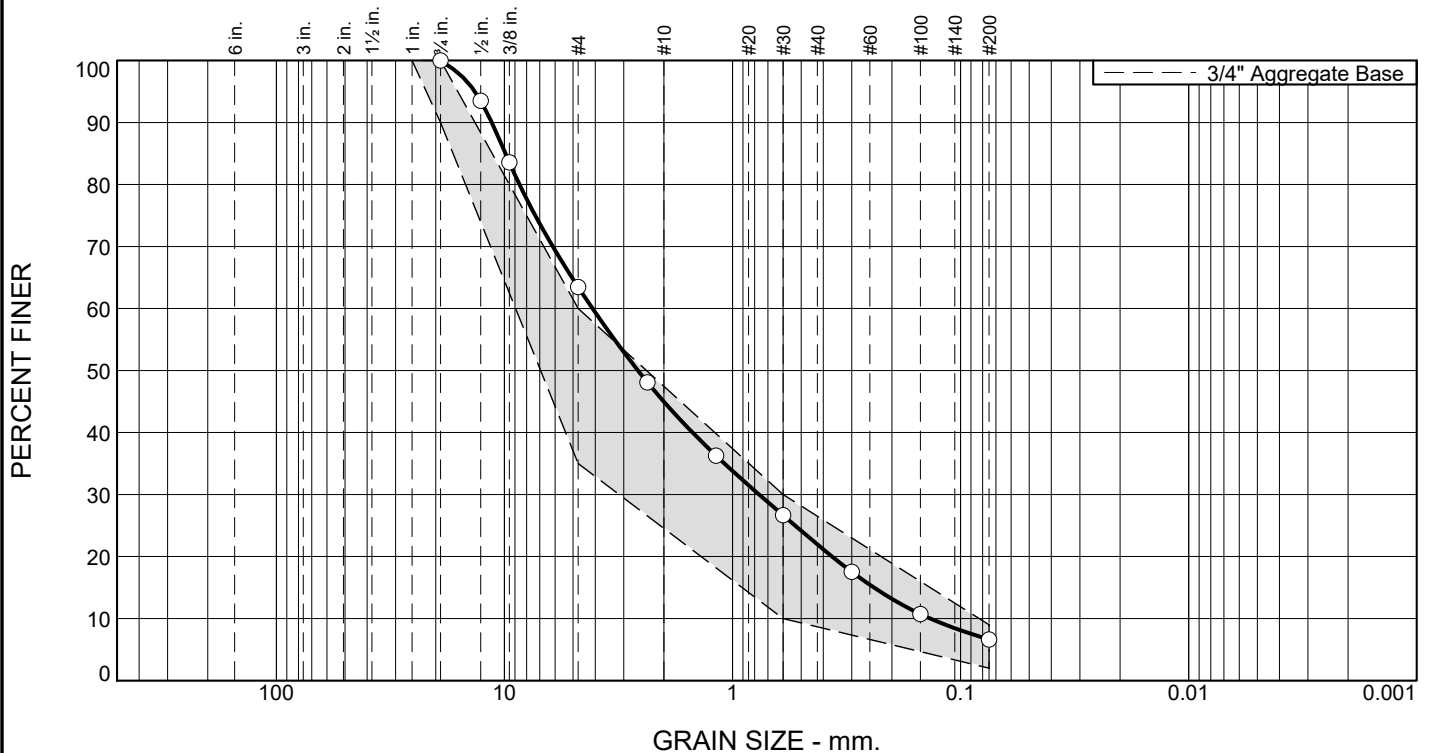
Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	36.5	18.5	23.0	15.4	6.6	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	X
.5	93.5		
.375	83.6		
#4	63.5	35.0 - 60.0	
#8	48.1		
#16	36.3		
#30	26.7	10.0 - 30.0	
#50	17.5		
#100	10.7		
#200	6.6	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)
 PL= LL= PI=

Classification
 USCS (D 2487)= AASHTO (M 145)=

Coefficients
 D₉₀= 11.3680 D₈₅= 9.9068 D₆₀= 4.1069
 D₅₀= 2.5982 D₃₀= 0.7638 D₁₅= 0.2398
 D₁₀= 0.1359 C_u= 30.21 C_c= 1.05

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B5-AB

Date Sampled:

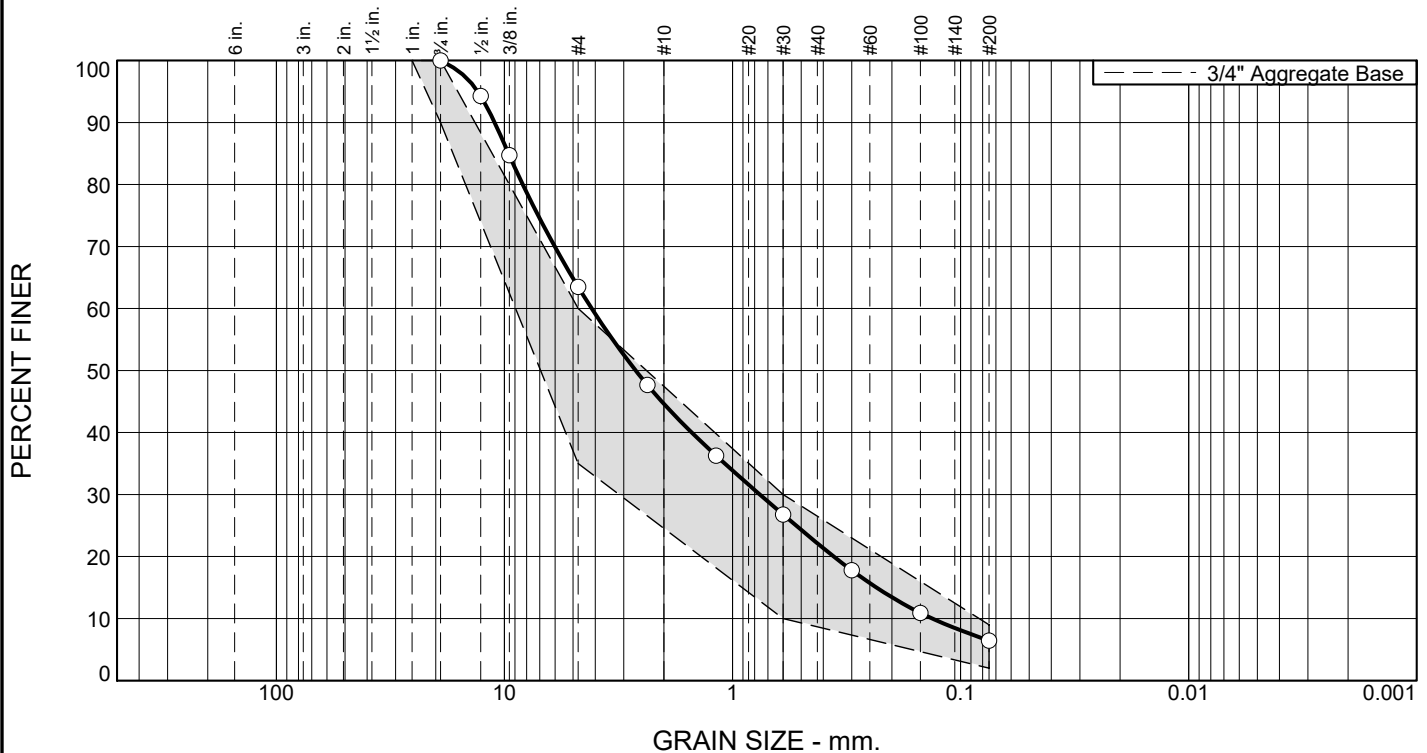
GEOCON CONSULTANTS, INC.

Client:
 Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	36.5	18.9	22.5	15.7	6.4	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	X
.5	94.3		
.375	84.7		
#4	63.5	35.0 - 60.0	X
#8	47.7		
#16	36.3		
#30	26.8	10.0 - 30.0	
#50	17.8		
#100	10.9		
#200	6.4	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 11.0453 D₈₅= 9.5986 D₆₀= 4.1420
D₅₀= 2.6573 D₃₀= 0.7584 D₁₅= 0.2337
D₁₀= 0.1330 C_u= 31.15 C_c= 1.04

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B6-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

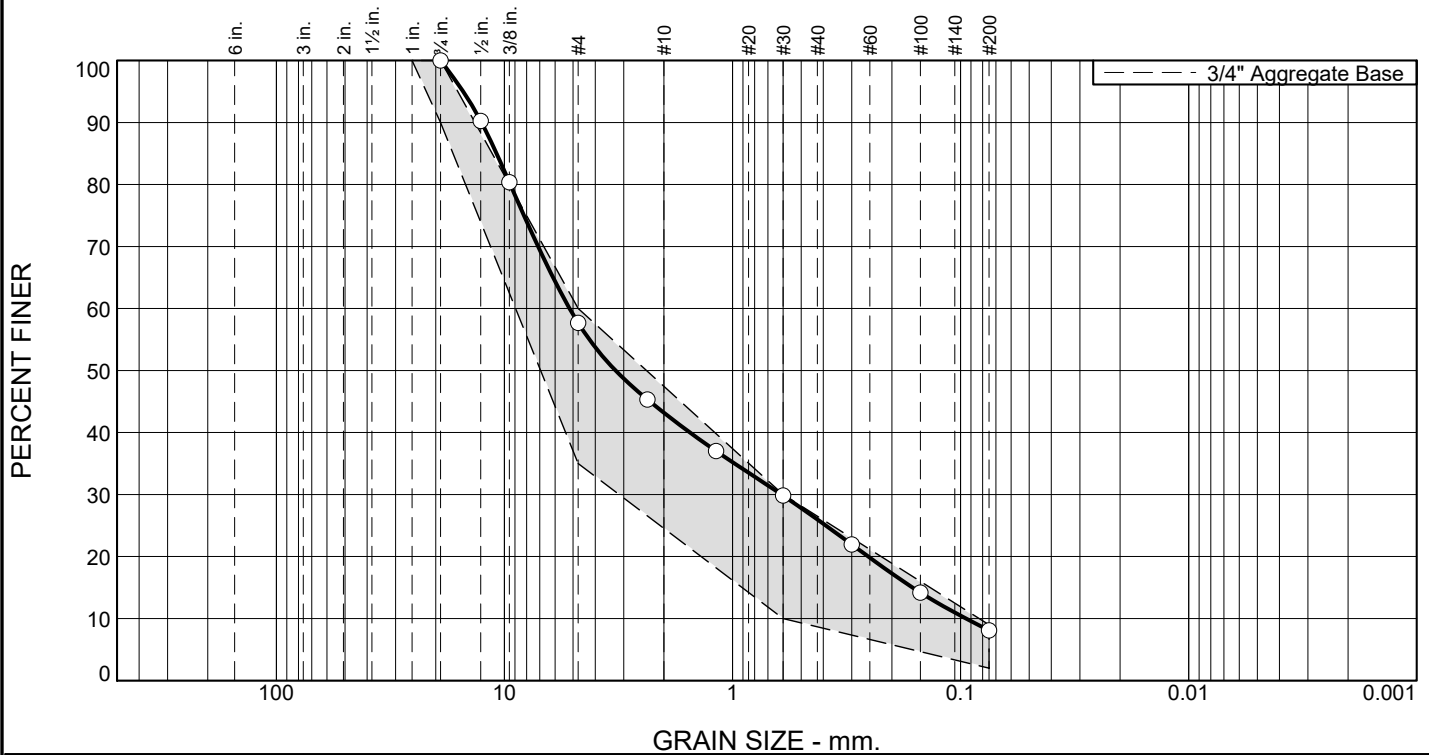
Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	42.3	14.5	17.2	17.9	8.1	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	
.5	90.2		
.375	80.4		
#4	57.7	35.0 - 60.0	
#8	45.3		
#16	37.0		
#30	29.8	10.0 - 30.0	
#50	22.0		
#100	14.2		
#200	8.1	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 12.5960 D₈₅= 10.8305 D₆₀= 5.1816
D₅₀= 3.2589 D₃₀= 0.6094 D₁₅= 0.1625
D₁₀= 0.0946 C_u= 54.76 C_c= 0.76

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B7-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

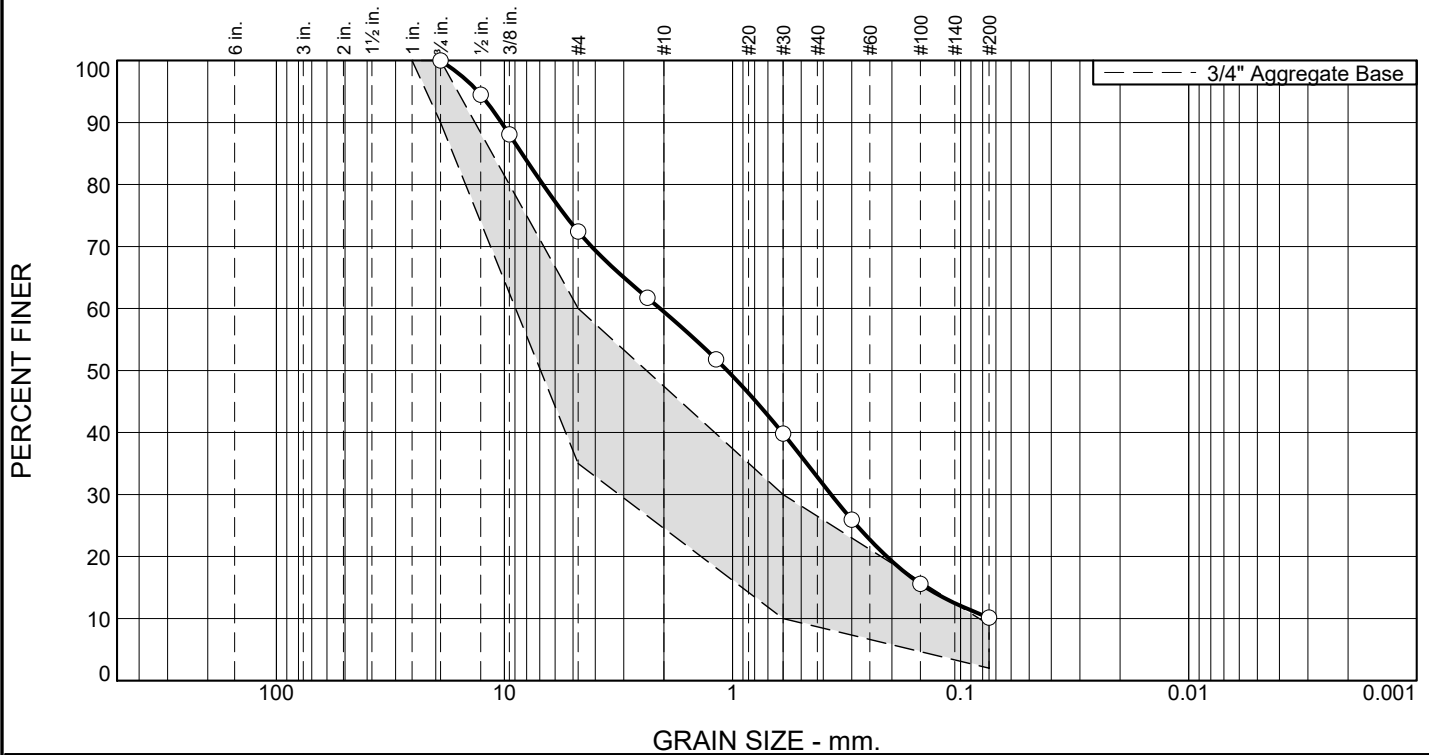
Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	27.6	12.9	26.7	22.7	10.1	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	
.5	94.5		
.375	88.1		
#4	72.4	35.0 - 60.0	X
#8	61.7		
#16	51.8		
#30	39.8	10.0 - 30.0	X
#50	26.0		
#100	15.6		
#200	10.1	2.0 - 9.0	X

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 10.3144 D₈₅= 8.3786 D₆₀= 2.0775
D₅₀= 1.0551 D₃₀= 0.3696 D₁₅= 0.1417
D₁₀= C_u= C_c=

Remarks

Date Received: Date Tested: 7/3/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B9-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

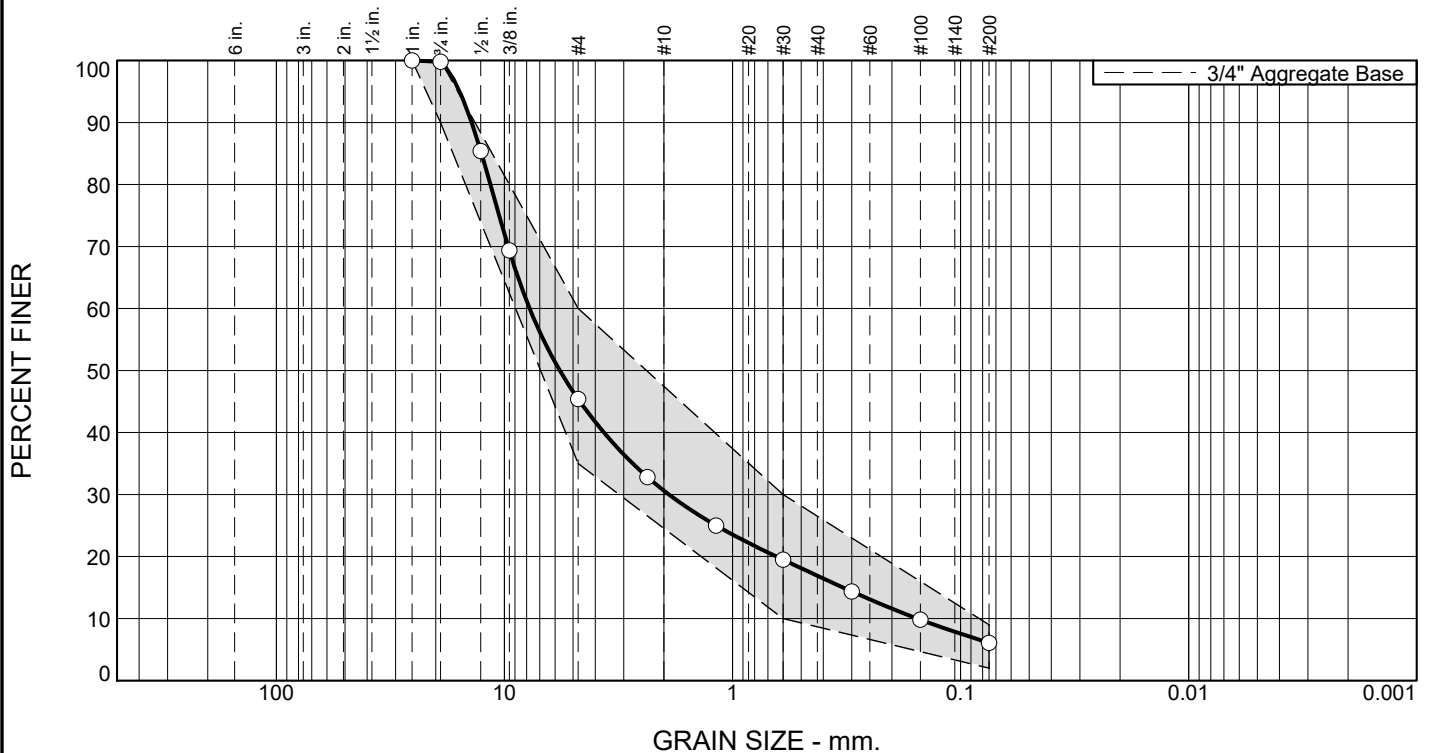
Client:

Project: Cirby Way Sinkholes

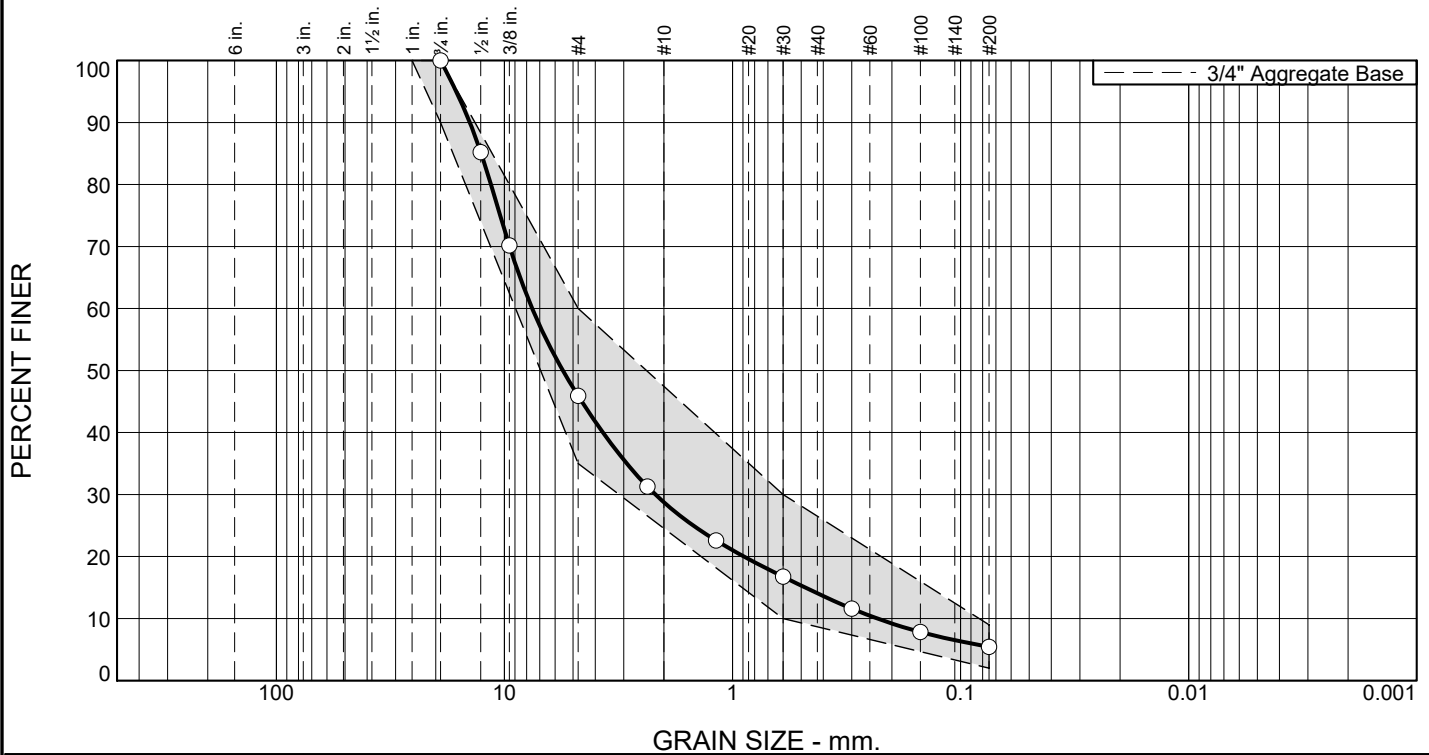
Project No: S2871-05-06

Figure

Particle Size Distribution Report



Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	54.1	17.1	14.7	8.7	5.4	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100.0	90.0 - 100.0	
.5	85.2		
.375	70.2		
#4	45.9	35.0 - 60.0	
#8	31.3		
#16	22.6		
#30	16.8	10.0 - 30.0	
#50	11.6		
#100	7.8		
#200	5.4	2.0 - 9.0	

* 3/4" Aggregate Base

Material Description

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= AASHTO (M 145)=

Coefficients

D₉₀= 14.1821 D₈₅= 12.6435 D₆₀= 7.5555
D₅₀= 5.5458 D₃₀= 2.1756 D₁₅= 0.4797
D₁₀= 0.2313 C_u= 32.66 C_c= 2.71

Remarks

Date Received: Date Tested: 7/23/25

Tested By: JF

Checked By: MR

Title: LM

Sample Number: B12-AB

Date Sampled:

GEOCON CONSULTANTS, INC.

Client:

Project: Cirby Way Sinkholes

Project No: S2871-05-06

Figure

CURVE NO. B2-Bulk

Source of Material

Description of Material

Brown Lean CLAY (CL)

Test Method

D1557A

TEST RESULTS

Maximum Dry Density 117.9 PCF
Optimum Water Content 12.4 %

ATTERBERG LIMITS

LL PL PI

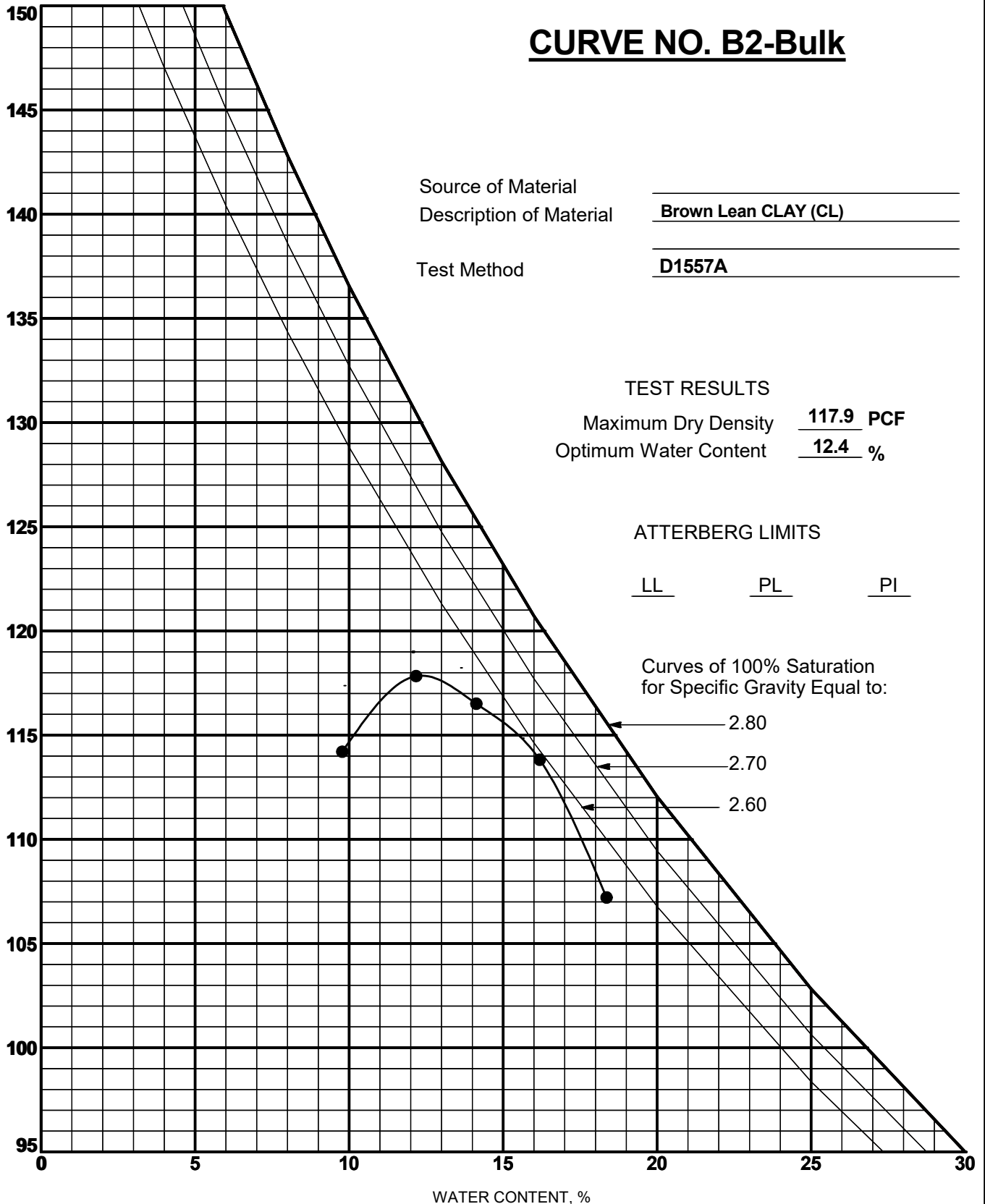
Curves of 100% Saturation
for Specific Gravity Equal to:

2.80

2.70

2.60

DRY DENSITY, pcf



WATER CONTENT, %

MOISTURE-DENSITY RELATIONSHIP



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3160 Gold Valley Drive, Suite 800
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Fax: (916) 852-9132

Project: Cirby Way Sinkholes
Location: Roseville, CA
Number: S2871-05-01

CURVE NO. B6-Bulk

Source of Material _____
 Description of Material _____
 Test Method D1557A

TEST RESULTS

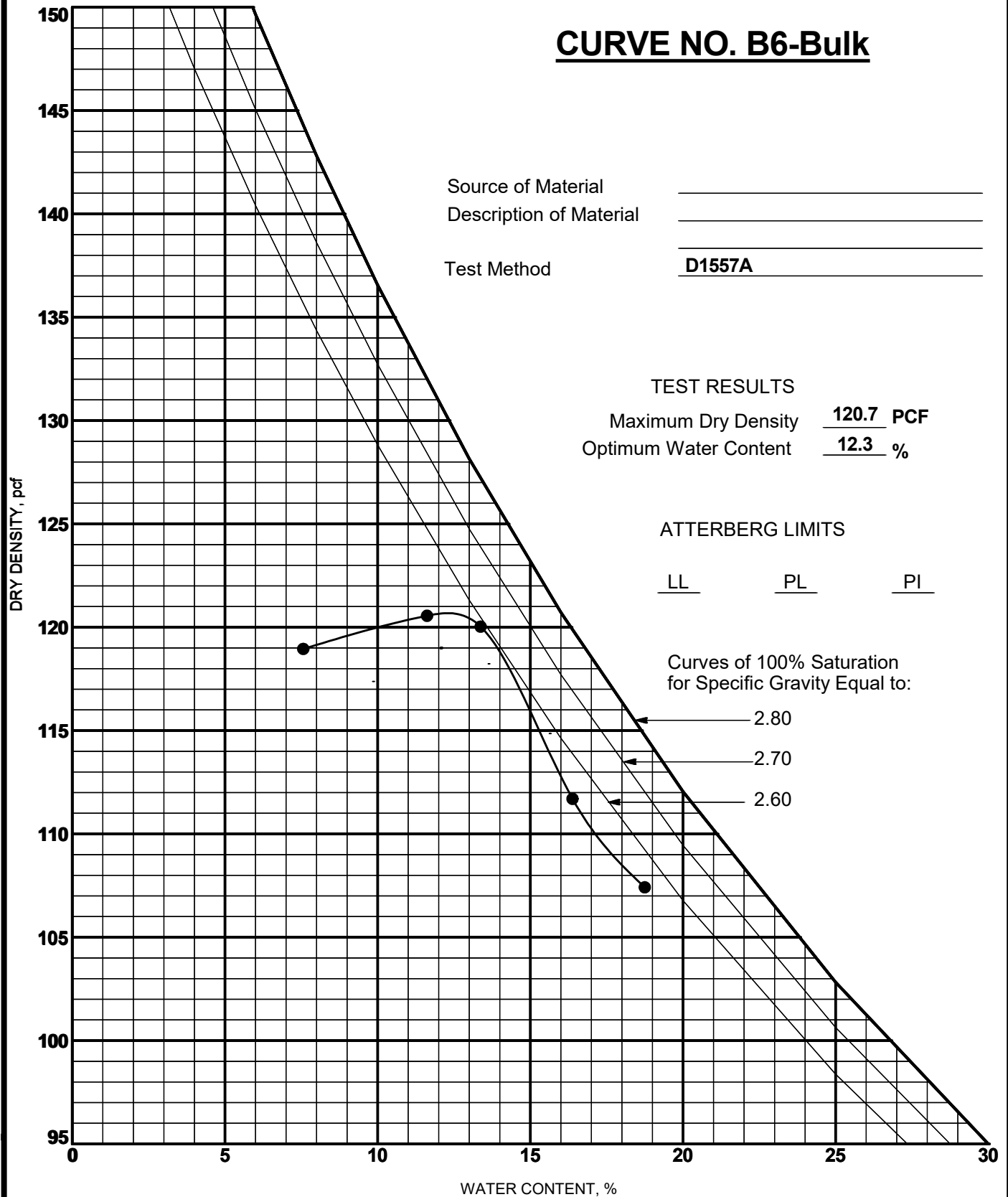
Maximum Dry Density 120.7 PCF
 Optimum Water Content 12.3 %

ATTERBERG LIMITS

LL PL PI

Curves of 100% Saturation
 for Specific Gravity Equal to:

2.80
 2.70
 2.60



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MOISTURE-DENSITY RELATIONSHIP

Project: Cirby Way Sinkholes
 Location: Roseville, CA
 Number: S2871-05-01

CURVE NO. B9-Bulk

Source of Material _____
 Description of Material _____
 Test Method D1557A

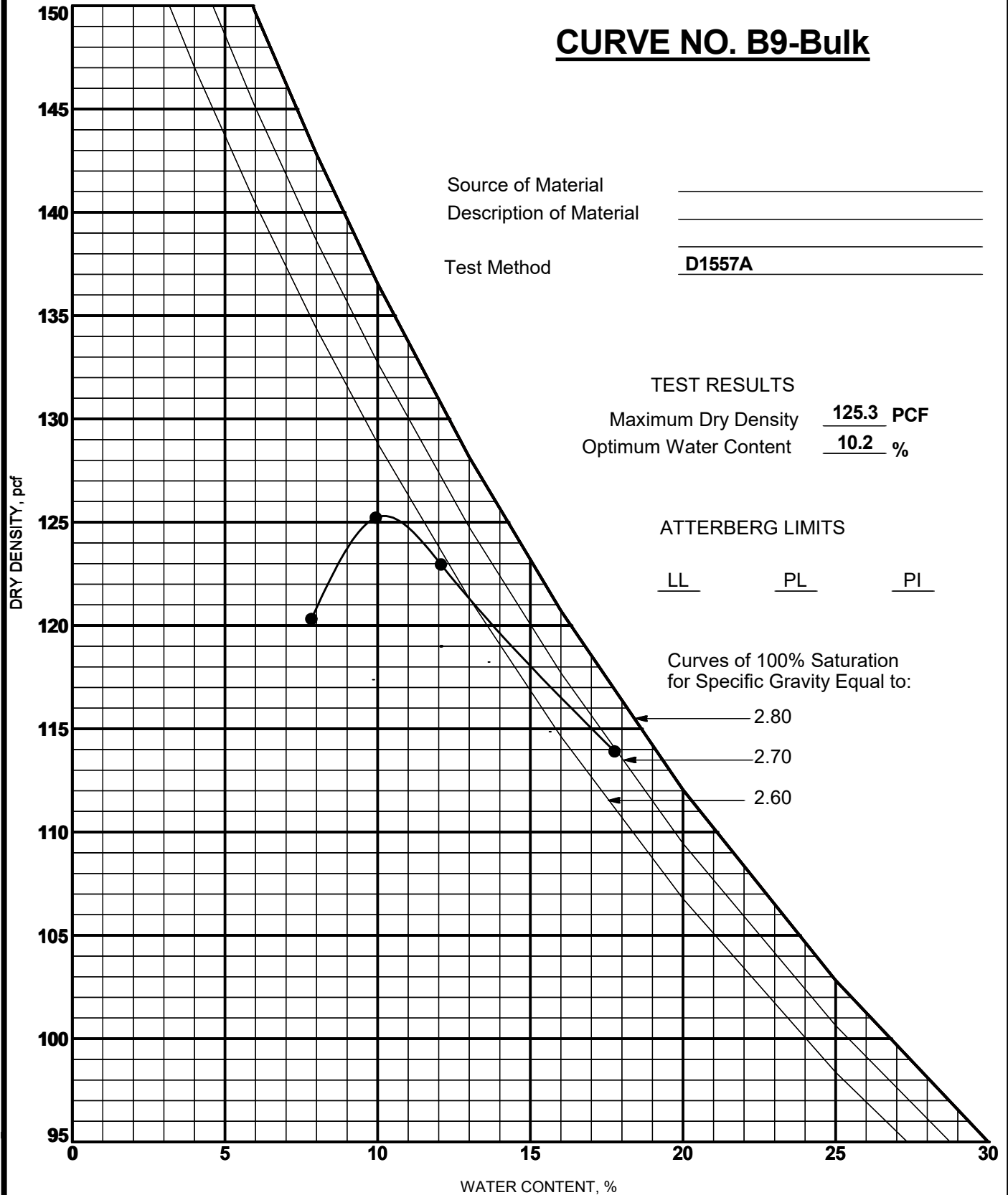
TEST RESULTS
 Maximum Dry Density 125.3 PCF
 Optimum Water Content 10.2 %

ATTERBERG LIMITS

LL PL PI

Curves of 100% Saturation
 for Specific Gravity Equal to:

2.80
 2.70
 2.60



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 Fax: (916) 852-9132

MOISTURE-DENSITY RELATIONSHIP

Project: Cirby Way Sinkholes
 Location: Roseville, CA
 Number: S2871-05-01

ORDINANCE NO. 7106

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27
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 2026-27, is hereby amended as listed on the attached budget adjustment for the Cirby Way Water Pipeline Repair Project.

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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 06/03/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Mario Guadamuz, Process Engineer	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Joseph Barrow, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU/Water		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	6587	84001	500550	4,480,000	Increase project budget to fund constructions costs for the Cirby Way Water Pipeline Repair project
6130	5080	84001	500550	300,000	Increase internal project labor budget for the Cirby Way Water Pipeline Repair project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				4,780,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	4,780,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	3601	00000	000000	(4,780,000)	Decrease Water Rehabilitation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(4,780,000)	

Justification for Budget Adjustment:

The Environmental Utilities Department is requesting a budget adjustment of \$4,780,000 to increase the budget for the Cirby Way Water Pipeline Repair project (500550). This adjustment will cover construction costs and additional staff time using available resources from the Water Rehabilitation Fund.

The current project budget is \$170,000, which was initially approved for staff time and design services. With this adjustment, the revised project budget will total \$4,950,000.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Cirby Way Water Pipeline Repair Project

Project Location: Cirby Way between Inglis Way and Cirby Woods Apartment Homes, Roseville, CA 95678.

Project Description: The Roseville Environmental Utilities (EU) Department proposes to replace approximately 400 feet of existing 24-inch water pipeline within Cirby Way located between Inglis Way and Cirby Woods Apartment Homes. In December 2023, a pipeline failure of the existing pipeline resulted in a sinkhole that led to a traffic incident. The Water Utility field staff responded to the incident and was able to isolate the affected pipeline, construct a temporary bypass to maintain water service to the area, and repair the affected road sections. The area of the leak was identified and now must be replaced to ensure that the system can continue to operate properly. The pipeline is over 50 years old and will be replaced with another 24-inch pipeline. There will be no increase in size or capacity; the project will replace the pipeline in kind to repair the existing pipeline and ensure the system's reliability.

The project would also include subsurface stabilization within a 100-foot section of Cirby Way to stabilize the ground where the sinkhole formed. The contractor will bore holes into the pavement of the roadway and inject polymer beneath the surface to stabilize the soils beneath the roadway and prevent future damage to the pipeline and pavement.

The last component of the project would require some excavation approximately 1,800 feet northwest of the repaired pipeline along Vernon Street near EU's Valve 209. EU staff will tap into the closed main at that location to flush the water line, with water discharging to the nearby sewer, Number 118. The excavation would require some tree trimming near Valve, which will be completed with the guidance of the City Arborist to ensure that trimming and project activities are done in a manner that will ensure the continued health of the tree. The project is intended to replace the damaged pipeline and restore this section of the water supply system to normal. There would be no expansion of use or removal of trees.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Roseville Environmental Utilities Department

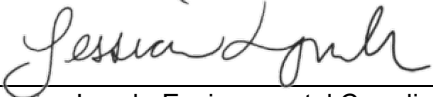
Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the...repair...[and] minor alteration of existing public facilities....or topographical features, involving negligible or no expansion of existing or former use....

Examples include but are not limited to: (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services; [and] (d) Restoration or rehabilitation of deteriorated or damaged structures , facilities, or mechanical equipment to meet current standards of public health and safety..."

The project involves replacement of an existing 24-inch water pipeline with another in-kind 24-inch pipeline to repair an area of leaking pipeline that failed and caused a sinkhole in 2023 and subsurface soil stabilization beneath Cirby Way. The repairs do not result in expansion of use. No sensitive resources are present on the project site. Therefore, the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Jose Bygoytia, Roseville Environmental Utilities Department, 2005 Hilltop Circle, Roseville, CA 95747 (916) 866-2798.

Signature: 

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 8/14/20264

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated August 13, 2026, is in the penal sum of Three Million Six Hundred Seventy Seven Thousand Five Hundred and no/100ths Dollars (\$ 3,677,500.00*****), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned Preston Pipelines Infrastructure LLC ("Principal" or "Contractor") and the undersigned Liberty Mutual Insurance Company

("Surety") to ensure the Principal's faithful performance of the Design Assist Construction Agreement for the Cirby Way Water Pipeline Repair (Cirby Way 24-Inch Main project ("Design Assist Replacement Contract"). This Performance Bond consists of this page and the following Performance Bond

Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no CITY Default, the Surety's obligation under this Performance Bond shall arise after:
 - 3.1 The CITY has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the CITY is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Assist Contract. If the CITY, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Assist Agreement, but such a mutual agreement shall not waive the CITY's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The CITY has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Assist Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.
 - 3.3 The CITY has agreed to pay the Balance of the Total Contract Price to:
 - 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Assist Contract; or
 - 3.3.2 To a contractor selected to perform the Design Assist Contract in accordance with the terms of this Performance Bond and the Design Assist Contract.
4. When the CITY has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:

- 4.1 Arrange for the Contractor, with the CITY's consent, such consent to be in the CITY's sole discretion, to perform and complete the Design Assist Contract. If the
 - 4.2 CITY withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
 - 4.3 Undertake to perform and complete the Design Assist Contract itself, through its agents or through independent contractors; or
 - 4.4 Obtain proposals from qualified contractors acceptable to the CITY for a contract for performance and completion of the Design Assist Contract, and, upon determination by the CITY of the best value for the CITY, arrange for a contract to be prepared for execution by the CITY and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Assist Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the CITY the amount of such excess; or
 - 4.5 Waive its right to perform and complete the Design Assist Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the CITY, determine in good faith the amount for which it may then be liable to the CITY under Paragraph 6, below, for the performance and completion of the Design Assist Contract and, as soon as practicable after the amount is determined, tender payment therefor to the CITY with full explanation of the payment's calculation. If the CITY accepts the Surety's tender under this Paragraph 4.4, the CITY may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the CITY disputes the amount of Surety's tender under this Paragraph 4.4, the CITY may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:
- 6.1 The responsibilities of the Seller under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;
 - 6.2 The responsibilities of the Seller under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
 - 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

Bond No. 070227888

Premium \$ 29,333.00

7. The Surety shall not be liable to the CITY or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the CITY or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Total Contract Price: The total amount payable by the CITY to the Contractor pursuant to the terms of the Design Assist Contract after all proper adjustments have been made under the Design Assist Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Assist Contract.
 - 12.2 Design Assist Contract: The documents between the CITY and the Principal identified as the Contract Documents in that certain first above-mentioned Design Assist Construction Agreement, including all changes, Addenda and modifications thereto.
 - 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Assist Contract.
 - 12.4 CITY Default: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Assist Contract or to perform other material terms of the Design Assist Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Bond No. 070227888

Premium \$ 29,333.00

Principal: Preston Pipelines Infrastructure LLC

Signature: 

Name and Title: Chad Dessert - Project Executive

Address: 133 Bothelo Avenue
Milpitas, CA 95035

(Corp. Seal)

Surety: Liberty Mutual Insurance Company

Signature: 

Name and Title: Betty L. Tolentino, Attorney-in-Fact

Address: One Embarcadero Center, Suite 1320
San Francisco, CA 94111

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: 

CITY Attorney

****END OF DOCUMENT – PERFORMANCE BOND****

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 San Francisco)

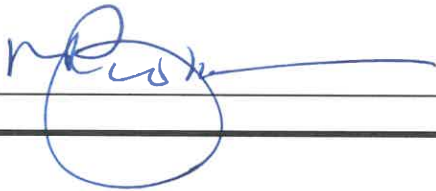
On August 13, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

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

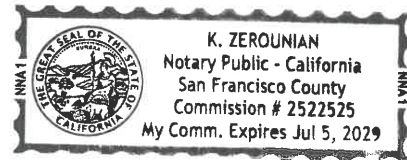
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Liberty Mutual Insurance Company

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Tern and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15th day of November, 1961, I
have hereunto set my hand and caused my official seal to be affixed
this 15th day of November, 1961.

Fee \$10

F. Britton McConnell
Insurance Commissioner

Rec. No. 273766

Filed 11-14-61

By

John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 29th day of January, 2014.

Dave Jones
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Company Profile

Reset
Company Profile
Search

Company Comparison

Company Performance
& Comparison

Enforcement

Consumer Complaint
Study

Workers' Compensation

Workers' Compensation
Complaint &
for Action
Contact Information

Additional Information

View
Financial Disclosure

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley St, Boston, MA 02116-
5066

800-526-1547

Show All Name History Agent for Service Reference Information Lines of Business

Name History

Legal Name	Name Status	Effective Date
LIBERTY MUTUAL INSURANCE COMPANY	Current	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Melissa DeKoven	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882	04/09/2019

Lines of Business

Plate Glass

Workers' Compensation

Common Carrier Liability

Burglary

Credit

Team And Vehicle

Automobile

Miscellaneous

Fire

Disability

Liability

Boiler And Machinery

Sprinkler

Aircraft

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements

August 13, 2026

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 070227888

City of Roseville

Design Assist Cirby Way Water Pipeline Repair (Cirby Way 24-Inch Main Replacement)

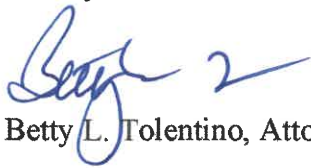
To Whom It May Concern,

The Certificate of Authority for Liberty Mutual Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for Liberty Mutual Insurance Company is active and current with the State of California. Certificate Number 2131.

If you have any questions, please call.

Yours truly,

Liberty Mutual Insurance Company

A handwritten signature in blue ink, appearing to read "Betty L. Tolentino", followed by a large, stylized number "2".

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

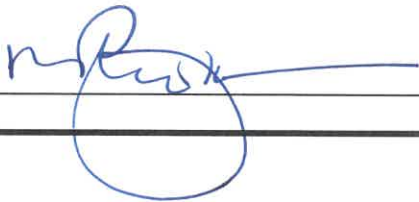
On August 13, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

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

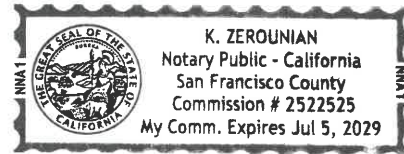
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2026



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 Yolo)

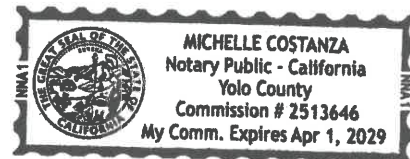
On August 13, 2026 before me, Michelle Costanza, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

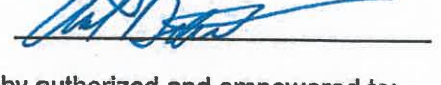
Signature  (Seal)



RESOLUTION

We, the undersigned Managing Members of Preston Pipelines Infrastructure LLC (the "LLC"), HEREBY CERTIFY that at a meeting of the Members of the LLC, on January 30, 2025, at which the following resolution was adopted:

BE IT RESOLVED that the following named individuals of Preston Pipelines Infrastructure LLC, whose actual signature are shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Chris Ramos	Vice President of Field Operations	
Reid Takamura	Vice President	
Chad Dessert	Project Executive	

acting for and on behalf of Preston Pipelines Infrastructure LLC are hereby authorized and empowered to:

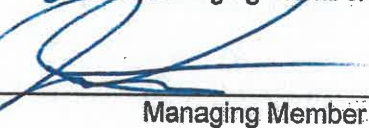
Execute Documents. To execute and deliver to Clients, agencies, and credit grantors any agreements, bid documents, and other documents which may be required for the conducting of all business relative to Preston Pipelines Infrastructure LLC.

BE IT FURTHER RESOLVED, that until such authority is revoked by action of the Managing Members of this LLC that this LLC hereby agrees to and accepts the provisions and conditions set forth in this document.

IN TESTIMONY WHEREOF, we have hereunto set our hand on 2/4/2025 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X 
Managing Member

X 
Managing Member

substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

- 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the CITY, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice required by Paragraph 4 above is given by the CITY to the Contractor or to the Surety, that is sufficient compliance.
 - 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the CITY, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
 - 8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
 - 9. The Surety shall not be liable to the CITY, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The CITY shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
 - 10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.
 - 11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

Bond No. 070227888
Premium \$ included in charge for
performance bond

12. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the CITY or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Assist Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Assist Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

DESIGN ASSIST CONTRACT: The documents between the CITY and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Assist Contract, including all changes, Addenda and modifications thereto.
 - 15.2 CITY DEFAULT: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor as required by the Design Assist Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal: Preston Pipelines Infrastructure LLC

Signature: 

Name and Title: Chad Dessert - Project Executive

Address: 133 Bothelo Avenue
Milpitas, CA 95035

(Corp. Seal)

Bond No. 070227888
Premium \$ included in charge for
performance bond

Surety: Liberty Mutual Insurance Company

Signature: 

Name and Title: Betty L. Tolentino

Address: One Embarcadero Center, Suite 1320
San Francisco, CA 94111

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: 

CITY Attorney

END OF DOCUMENT – LABOR AND MATERIAL BOND

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 San Francisco)

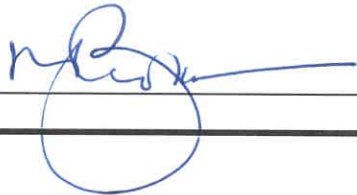
On August 13, 2020 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

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

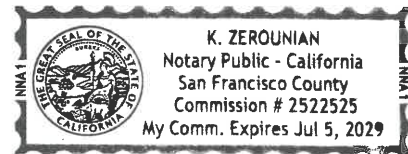
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M.Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Liberty Mutual Insurance Company

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15th day of November, 1961, I
have hereunto set my hand and caused my official seal to be affixed
this 15th day of November, 1961.

Fee \$10

F. Britton McConnell
Insurance Commissioner

Rec. No. 273766

Filed 11-14-61

By

John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 29th day of January, 2014.

Dave Jones
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Company Profile

Reset
Company Profile
Search

Company Comparison

Company Performance
& Comparison

Enforcement

Consumer Complaint
Study

Workers' Compensation

Workers' Compensation
Complaint &
for Action
Contact Information

Additional Information

View
Financial Disclosure

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley St, Boston, MA 02116-
5066

800-526-1547

Show All

Name History

Agent for Service

Reference Information

Lines of Business

Name History

Legal Name	Name Status	Effective Date
LIBERTY MUTUAL INSURANCE COMPANY	Current	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Melissa DeKoven	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882	04/09/2019

Lines of Business

Plate Glass

Workers' Compensation

Common Carrier Liability

Burglary

Credit

Team And Vehicle

Automobile

Miscellaneous

Fire

Disability

Liability

Boiler And Machinery

Sprinkler

Aircraft

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements

August 13, 2026

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 070227888
City of Roseville
Design Assist Cirby Way Water Pipeline Repair (Cirby Way 24-Inch Main Replacement)

To Whom It May Concern,

The Certificate of Authority for Liberty Mutual Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for Liberty Mutual Insurance Company is active and current with the State of California. Certificate Number 2131.

If you have any questions, please call.

Yours truly,

Liberty Mutual Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

ACKNOWLEDGMENT

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State of California

County of San Francisco)

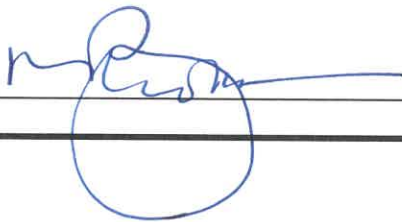
On August 13, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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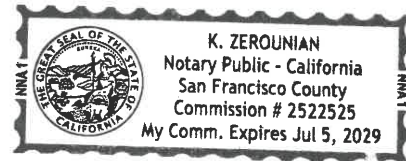
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





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The Ohio Casualty Insurance Company
West American Insurance Company

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The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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County of MONTGOMERY

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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State of California
County of Yolo)

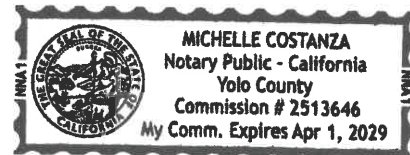
On August 13, 2026 before me, Michelle Costanza, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

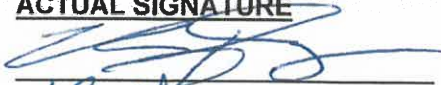
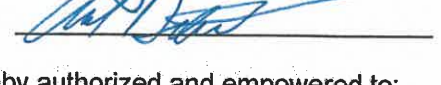
Signature Michelle Costanza (Seal)



RESOLUTION

We, the undersigned Managing Members of Preston Pipelines Infrastructure LLC (the "LLC"), HEREBY CERTIFY that at a meeting of the Members of the LLC, on January 30, 2025, at which the following resolution was adopted:

BE IT RESOLVED that the following named individuals of Preston Pipelines Infrastructure LLC, whose actual signature are shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Chris Ramos	Vice President of Field Operations	
Reid Takamura	Vice President	
Chad Dessert	Project Executive	

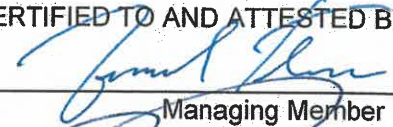
acting for and on behalf of Preston Pipelines Infrastructure LLC are hereby authorized and empowered to:

Execute Documents. To execute and deliver to Clients, agencies, and credit grantors any agreements, bid documents, and other documents which may be required for the conducting of all business relative to Preston Pipelines Infrastructure LLC.

BE IT FURTHER RESOLVED, that until such authority is revoked by action of the Managing Members of this LLC that this LLC hereby agrees to and accepts the provisions and conditions set forth in this document.

IN TESTIMONY WHEREOF, we have hereunto set our hand on 2/4/2025 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X 
Managing Member

X 
Managing Member

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated August 13, 2026, is in the penal sum of Three Million Six Hundred Seventy Seven Thousand Five * for the Design-Assist Construction Agreement for the Cirby Way Water Pipeline Repair ** project, and is entered into by and between the undersigned Preston Pipelines Infrastructure LLC ("Principal" or "Contractor") and the undersigned Liberty Mutual Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Assist Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

*Hundred and no/100ths (\$3,677,500.00)

**Cirby Way 24-Inch Main Replacement)

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to CITY and in accordance with CITY's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by CITY and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, CITY shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY.

Bond No. 070227888
Premium \$ included in charge for
performance bond

4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.
5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: Preston Pipelines Infrastructure LLC

Signature: 

Name and Title: Chad Dessert - Project Executive

Address: 133 Bothelb Avenue
Milpitas, CA 95035

(Corp. Seal)

Bond No. 070227888
Premium \$ included in charge for
performance bond

Surety: Liberty Mutual Insurance Company

Signature: 

Name and Title: Betty L. Tolentino, Attorney-in-Fact

Address: One Embarcadero Center, Suite 1320
San Francisco, CA 94111

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved:  CITY Attorney

END OF DOCUMENT – WARRANTY BOND

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 San Francisco)

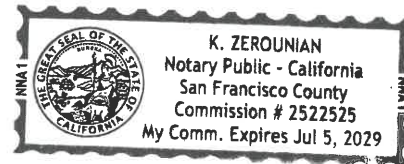
On August 13, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Liberty Mutual Insurance Company

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Tern and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15th day of November, 1961, I
have hereunto set my hand and caused my official seal to be affixed
this 15th day of November, 1961.

Fee \$10

F. Britton McConnell
Insurance Commissioner

Rec. No. 273766

Filed 11-14-61

By

John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 29th day of January, 2014.

Dave Jones
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

Company Profile

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Reset
Company Profile
Search

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley St, Boston, MA 02116-
5066

800-526-1547

Company Comparison

Company Performance
& Comparison

Enforcement

Consumer Complaint
Studies

Show All

Name History

Agent for Service

Reference Information

Lines of Business

Workers' Compensation

Workers' Compensation
Complaint &
for Action
Contact Information

Name History

Legal Name	Name Status	Effective Date
LIBERTY MUTUAL INSURANCE COMPANY	Current	

Additional Information

View
Financial Disclosure

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Melissa DeKoven	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882	04/09/2019

Lines of Business

Plate Glass

Workers' Compensation

Common Carrier Liability

Burglary

Credit

Team And Vehicle

Automobile

Miscellaneous

Fire

Disability

Liability

Boiler And Machinery

Sprinkler

Aircraft

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements

August 13, 2026

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 070227888

City of Roseville

Design Assist Cirby Way Water Pipeline Repair (Cirby Way 24-Inch Main Replacement)

To Whom It May Concern,

The Certificate of Authority for Liberty Mutual Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for Liberty Mutual Insurance Company is active and current with the State of California. Certificate Number 2131.

If you have any questions, please call.

Yours truly,

Liberty Mutual Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On August 13, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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
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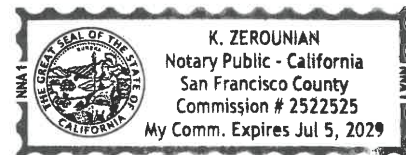
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2026



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 Yolo)

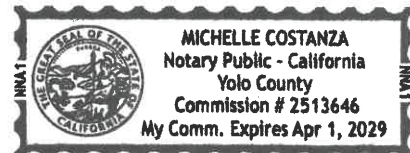
On August 13, 2026 before me, Michelle Costanza, Notary Public,
(insert name and title of the officer)

personally appeared Chad Dessert,
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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paragraph is true and correct.

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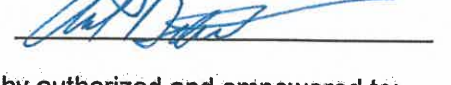
Signature Michelle Costanza (Seal)



RESOLUTION

We, the undersigned Managing Members of Preston Pipelines Infrastructure LLC (the "LLC"), HEREBY CERTIFY that at a meeting of the Members of the LLC, on January 30, 2025, at which the following resolution was adopted:

BE IT RESOLVED that the following named individuals of Preston Pipelines Infrastructure LLC, whose actual signature are shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Chris Ramos	Vice President of Field Operations	
Reid Takamura	Vice President	
Chad Dessert	Project Executive	

acting for and on behalf of Preston Pipelines Infrastructure LLC are hereby authorized and empowered to:

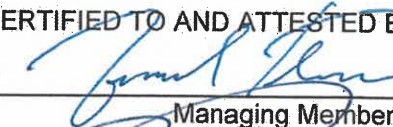
Execute Documents. To execute and deliver to Clients, agencies, and credit grantors any agreements, bid documents, and other documents which may be required for the conducting of all business relative to Preston Pipelines Infrastructure LLC.

BE IT FURTHER RESOLVED, that until such authority is revoked by action of the Managing Members of this LLC that this LLC hereby agrees to and accepts the provisions and conditions set forth in this document.

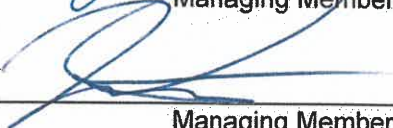
IN TESTIMONY WHEREOF, we have hereunto set our hand on 2/4/2025 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X


Managing Member

X


Managing Member

Title:	North Central Roseville Specific Plan Parcel 42C - Shea Apartments Easement Abandonment
Contact:	Kinarik Shallago 916-746-1309 kshallago@roseville.ca.us

SUMMARY

Staff recommends approval of the summary vacation of an existing 15-foot-wide water line easement and an existing 16-foot-wide sewer line easement for an apartment project located at 572 Gibson Drive, and to authorize the City Manager to execute any related documents necessary to facilitate the summary vacation. These actions have no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to summarily vacate the existing 15-foot-wide water line easement and 16-foot-wide sewer line easement located at 572 Gibson Drive, and to authorize the City Manager to execute any related documents necessary to facilitate the summary vacation.

BACKGROUND

The project site is located at 572 Gibson Drive (APN 363-011-099-000), on Parcel 42C of the North Central Roseville Specific Plan (see Attachment 1 – Vicinity Map). The site has a zoning designation of Multi-Family Housing (R3) with a land use designation of High Density Residential (HDR). On January 12, 2024, the Planning Division approved a development application consistent with the City's Objective Design Standards (ODS) for a proposed affordable housing development located at 572 Gibson Dr. (file #PL22-0428). The project, referred to as Shea Roseville, consists of 356 units (352 low-income units and 4 manager's units) with associated parking, lighting, and landscaping. The project is currently under construction.

Parcel 42C includes an existing 15-foot-wide water line easement and an existing 16-foot-wide sewer line easement which both conflict with the development (see Exhibits A and B of the resolution, attached), which do not contain any utilities. Thus, the project proposes to abandon these easements.

Government Code Section 8300 et. Seq. (Streets and Highways Code) states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request is eligible for the simpler summary vacation when any one of the following three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.
2. The easement has been in place for less than five years (making it ineligible for condition 1 above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.

3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The easements were originally recorded with the large lot parcel map for Parcel 42C and do not contain utilities. The Shea Roseville project will record new easements to serve public utilities which do not conflict with the approved development. The proposed summary vacation was routed to all utilities which could be affected by the project, and no objections were received. The need for the easements has been superseded by relocation and there are no other public facilities in the easements. For these reasons, staff concludes that condition 3 (as described above) for a summary vacation applies and recommends approval of the vacation request as depicted in Exhibits A and B.

FISCAL IMPACT

There is no fiscal impact on the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

The summary vacation is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15305 (Minor Alterations in Land Use Limitations) and Section 305 of the City of Roseville CEQA Implementing Procedures.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Kinarik Shallago, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Attachment 1 Vicinity Map
2. Resolution 26-343
3. Exhibit A Legal Description
4. Exhibit B Abandonment Exhibit

REVIEWERS:

Kinarik Shallago, Development Services - Planning	Created/Initiated - 8/25/2026
Lauren Hocker, Development Services - Planning	Approved - 8/25/2026
Greg Bitter, Development Services Department	Approved - 8/26/2026
Mike Isom, Development Services Department	Approved - 9/2/2026
Kelly Aye, City Attorney Department	Approved - 9/3/2026
Katrina Six, City Clerk Department	Approved - 9/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2026

Dominick Casey, City Manager Department - City Manager
Katrina Six, City Clerk Department

Approved - 9/7/2026
Final Approval - 9/8/2026

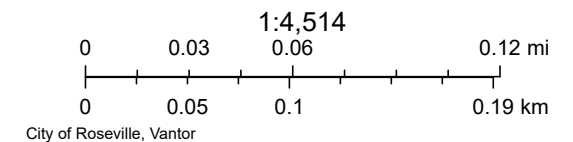


8/19/2026, 2:31:14 PM

Placer Parcel

 <all other values>

 Roseville Parcel



RESOLUTION NO. 26-343

ORDERING SUMMARY VACATION OF PUBLIC UTILITY
EASEMENTS AT 572 GIBSON DRIVE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

WHEREAS, in accordance with the provisions of Section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a 15-foot-wide water line easement and a 16-foot-wide sewer line easement at 572 Gibson Drive, described in Exhibits “A” and “B”, which are attached hereto and incorporated herein by reference, are no longer needed, and there are no other public facilities in the easements; and

WHEREAS, the easements have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed abandonment; and

IT IS HEREBY ORDERED:

1. That the portions of the water line easement and sewer line easement at 572 Gibson Drive as described in Exhibits “A” and “B” are hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitutes a public utility easement; and
2. The City Manager is hereby authorized to execute any other documents required to effectuate the conveyance of the abandoned/vacated easements to the respective property owners.
3. City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder, and take any other actions necessary to effectuate the intent of this Resolution and Order.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of __, 2026, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS: ABSENT

COUNCILMEMBERS:

MAYOR

City Clerk

Exhibit "A"

**Legal Description
Water Easement**

A portion of Parcel "1", as shown on the Parcel Map entitled Parcel Map of Shea Properties Subdivision No. PL23-0019 in Book 36 at Page 119, of Parcel Maps, in Office of the County Recorder of Placer being described as follows:

Beginning at a point on the West line of said Parcel "1" from which the most northerly corner thereof bears North $58^{\circ} 36' 37''$ East 25.74 feet,

Thence, from said **Point of Beginning**, departing the West line of said Parcel "1" and along the following four courses:

1. South $22^{\circ} 43' 23''$ East 70.08 feet,
2. South $58^{\circ} 36' 37''$ East 336.80 feet,
3. South $31^{\circ} 23' 24''$ West 190.64 feet to the beginning of a non-tangential curve,
4. Said curve turning to the left through an angle of $47^{\circ} 20' 28''$, having a radius of 320.24 feet, and whose long chord bears South $32^{\circ} 29' 55''$ West 257.14 feet to a point of intersection with a non-tangential line,
5. South $07^{\circ} 50' 47''$ West 221.18 feet,
6. South $74^{\circ} 59' 33''$ East 256.43 feet,
7. South $48^{\circ} 31' 30''$ East 15.81 feet,
8. North $41^{\circ} 28' 30''$ East 15.95 feet to the beginning of a non-tangential curve,
9. Said curve turning to the right through an angle of $11^{\circ} 26' 02''$, having a radius of 105.00 feet, and whose long chord bears South $04^{\circ} 20' 14''$ East 20.92 feet to a point of intersection with a non-tangential line,
10. South $41^{\circ} 28' 30''$ West 17.44 feet,
11. South $18^{\circ} 45' 44''$ West 9.51 feet to the beginning of a curve,
12. Said curve turning to the left through an angle of $00^{\circ} 27' 09''$, having a radius of 2057.00 feet, and whose long chord bears North $71^{\circ} 15' 19''$ West 16.24 feet to a point of intersection with a non-tangential line,
13. North $18^{\circ} 31' 15''$ East 17.50 feet,
14. North $48^{\circ} 31' 30''$ West 9.15 feet,
15. North $74^{\circ} 59' 33''$ West 266.14 feet,

16. North $07^{\circ} 50' 47''$ East 234.54 feet to the beginning of a non-tangential curve,
17. Said curve turning to the right through an angle of $46^{\circ} 47' 39''$, having a radius of 335.24 feet, and whose long chord bears North $32^{\circ} 12' 10''$ East 266.25 feet to a point of intersection with a non-tangential line,
18. North $31^{\circ} 23' 24''$ East 172.38 feet,
19. North $58^{\circ} 36' 37''$ West 326.65 feet,
20. North $22^{\circ} 43' 23''$ West 71.92 feet to a point on the West line of Said Parcel "1"

Thence, North $55^{\circ} 54' 26''$ East a distance of 15.30 feet to the **Point of Beginning**.

Containing 0.48 acres, more or less.

The Basis of Bearings hereon is Book 36 at Page 119, of Parcel Maps, Placer County Records.

Refer to Exhibit "B" for graphic depiction of the herein described.

END DESCRIPTION



Patrick R Durdig

Exhibit "A"

**Legal Description
Sewer Easement**

A portion of Parcel "1", as shown on the Parcel Map entitled Parcel Map of Shea Properties Subdivision No. PL23-0019 in Book 36 at Page 119, of Parcel Maps, in Office of the County Recorder of Placer included within a strip of land sixteen feet wide, the centerline of which being described as follows:

Beginning at a point on the West line of said Parcel "1" from which the most westerly corner thereof bears North 58° 36' 37" West 22.44 feet,

Thence, from said **Point of Beginning**, departing the West line of said Parcel "1" and along the following four courses:

1. South 87° 39' 48" East 86.46 feet,
2. South 58° 37' 21" East 394.67 feet,
3. South 76° 11' 35" East 314.64 feet,
4. North 76° 04' 15" East 90.27 feet to the point of termination.

Sidelines of said strip to be prolonged or shortened to terminate on the West line of said Parcel "1" and at right angles through the point of termination.

Containing 0.48 acres, more or less

The Basis of Bearings hereon is Book 36 at Page 119, of Parcel Maps, Placer County Records.

Refer to Exhibit "B" for graphic depiction of the herein described.

END DESCRIPTION



Patrick R. Drudis

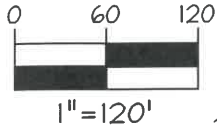


EXHIBIT 'B'

CURVE TABLE			
CURVE	LENGTH	DELTA	RADIUS
C1	264.60'	47°20'28"	320.24'
C2	20.95'	11°26'02"	105.00'
C3	16.24'	0°27'09"	2057.00'
C4	273.80'	46°47'39"	335.24'

DETAIL "A"
NTS

PARCEL *1*
36 PARCEL MAPS 119
PARCEL MAP NO.
PL23-0019

NOTE

THE BASIS OF
BEARINGS OF THIS
LEGAL DESCRIPTION IS
BOOK 36 OF PARCEL
MAPS AT PAGE 119,
PCR.

Patrick R. Drudwig



WATER
EASEMENT
0.48 AC±
TO BE
ABANDONED

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S22°43'23"E	70.08'
L2	S58°36'37"E	336.80'
L3	S31°23'24"W	190.64'
L4	S07°50'47"W	221.18'
L5	S74°59'33"E	256.43'
L6	S48°31'30"E	15.81'
L7	N41°28'30"E	15.95'
L8	S41°28'30"W	17.44'
L9	S18°45'44"W	9.51'
L10	N18°31'15"E	17.50'
L11	N48°31'30"W	9.15'
L12	N74°59'33"W	266.14'
L13	N07°50'47"E	234.54'
L14	N31°23'24"E	172.38'
L15	N58°36'37"W	326.65'
L16	N22°43'23"W	71.92'
L17	N55°54'26"E	15.30'
L18	N55°54'26"E	25.74'

SEE
DETAIL "A"

GIBSON DRIVE

SHEET NO 1 OF 1

GK Giuliani & Kull Auburn, Inc.
Engineers • Planners • Surveyors
Post Box 786, Auburn, CA 95604
(530) 885-5107 Fax (530) 885-5157
Auburn • San Jose • Oakdale • Sacramento

SCALE: 1"=120'
DATE: 8/10/26
DRAWN: TG
CHECKED: PD
DWG: 23001PL1
JOB NO: 23001

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION
SEC. 7 T11N-R6E, M.D.M
ROSEVILLE
PLACER COUNTY, CALIFORNIA**

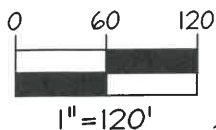


EXHIBIT 'B'



MOST
W'LY
COR.
PCL. 1

CL 16' WIDE SEWER
EASEMENT TO BE
ABANDONED

PARCEL "1"
36 PARCEL MAPS 119
PARCEL MAP NO.
PL23-0019

P.O.B.

NOTE

THE BASIS OF BEARINGS OF
THIS LEGAL DESCRIPTION IS
BOOK 36 OF PARCEL MAPS
AT PAGE 119, PCR.

Patricia R. Dudge



16' SEWER
EASEMENT
0.48 AC±

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°39'48"E	86.46'
L2	S58°37'21"E	394.97'
L3	S76°11'35"E	314.64'
L4	N76°04'15"E	90.27'
L5	N58°36'37"W	22.44'

GIBSON DRIVE

SHEET NO 1 OF 1

GK Giuliani & Kull Auburn, Inc.
Engineers • Planners • Surveyors

Post Box 786, Auburn, CA 95604
(530) 885-5107 Fax (530) 885-5157
Auburn • San Jose • Oakdale • Sacramento

SCALE: 1"=120'
DATE: 8/10/26
DRAWN: TG
CHECKED: PD
DWG: 23001PL1
JOB NO: 23001

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION
SEC. 7 T11N-R6E, M.D.M
ROSEVILLE
PLACER COUNTY, CALIFORNIA**

Title:	Community Facilities District No. 4 (Public Services), Annexation 11 (Oak Leaf Estates) - Intention to Annex Territory
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends approval of a Resolution of Intention to Annex Territory to Community Facilities District (CFD) No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein, and set Wednesday, October 21, 2026, at 6:00 p.m. in the Roseville Civic Center Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing. On September 12, 2024, the Planning Commission approved a Tentative Subdivision Map to subdivide Infill Parcel 13, an existing 4.24-acre parcel, into 17 residential lots and adopted the Oakleaf Estates Subdivision Initial Study Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Per the conditions of approval, the subject property shall be annexed into the existing CFD No. 4 (Public Services) prior to approval of the Final Parcel Map to fund ongoing maintenance obligations. The annexation of the property into infill CFD No. 4, will not impact the City's General Fund. The property owners will pay an annual special tax to fund the applicable CFD maintenance costs.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution of Intention to Annex Territory to Community Facilities District (CFD) No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein, and set Wednesday, October 21, 2026, at 6:00 p.m. in the Roseville Civic Center Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

BACKGROUND

On September 12, 2024, the Planning Commission approved the Tentative Subdivision Map to subdivide Infill Parcel 13, an existing 4.24-acre parcel, into 17 residential lots and adopted the Oakleaf Estates Subdivision Initial Study Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Per the conditions of approval, the subject property shall be annexed into the existing Infill CFD No. 4 prior to approval of the Final Parcel Map to fund ongoing maintenance obligations. The List of Authorized Services is included in the attached documents. Parcels within this subdivision will be subject to the maximum tax rate applicable to Tax Zone 1 of the Rate and Method of Apportionment, which is also attached.

FISCAL IMPACT

The annexation of the property into Infill CFD No. 4 will not impact the City's General Fund. The property owners will pay an annual special tax sufficient to fund the applicable CFD maintenance costs.

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. Adoption of the resolution described herein meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-347
2. Proposed Annexation Map

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 8/25/2026
Scott Pettingell, Finance Department	Approved - 8/28/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Clerk Department	Approved - 9/4/2026
Katrina Six, City Clerk Department	Final Approval - 9/4/2026

RESOLUTION NO. 26-347

A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services)

Annexation No. 11 (Oakleaf Estates)

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 4 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Territory Described. The name of the existing CFD is "City of Roseville Community Facilities District No. 4 (Public Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on May 3, 2005, in Book 3 at Page 50 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 11 (Oakleaf Estates) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Placer within 15 days of the date of adoption of this resolution.

3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those public services (the "Services") as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 05-227 on May 18, 2005 (the "Resolution of Formation"). It is presently intended that the Services will be

provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes.

The special tax proposed to pay for Services to be supplied within the territory proposed to be annexed will be equal to the special taxes levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the CFD.

The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the Resolution of Formation.

5. Hearing. Wednesday, October 21, 2026 at 6:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 311 Vernon Street, Roseville, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.

6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be annexed to the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said hearing. The City Clerk may also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner within the territory proposed to be annexed, which notice and resolution shall be mailed at least 15 days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2026 by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A
CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 4
(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 4 (Public Services) [herein "CFD No. 4"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 4, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 4, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 4 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%).

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 4 as set forth in the documents adopted by the City Council when the CFD was formed.

"Base Year" means Fiscal Year 2005-06.

"City" means the City of Roseville.

"City Council" means the City Council of the City of Roseville, acting as the legislative body of CFD No. 4.

"County" means the County of Placer.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Class” means, for a particular Parcel, Non-Residential Property, Multi-Family Property, Single Family Detached Property, or Single Family Attached Property.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Multi-Family Property” means any Parcel of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with Units that are offered for rent to the general public.

“Non-Residential Property” means any Parcel of Developed Property within CFD No. 4 that is not Multi-Family Property, Single Family Detached Residential Property, or Single Family Attached Property.

“Public Property” means any property within the boundaries of CFD No. 4 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized services, maintenance expenses, sinking fund payments and capital reserves authorized to be funded by CFD No. 4, (ii) Administrative Expenses, (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means any tax levied pursuant to the Act on property within CFD No. 4.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 4 which are not exempt from the Special Tax pursuant to law or Section F below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 4 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a Public Agency.

“Tax Zone” means one of the twenty-eight (28) mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to

include new Parcels added to the CFD as a result of future annexations (which may be noncontiguous with Parcels already in the Tax Zone).

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Undeveloped Property” means all Parcels of Taxable Property within the boundaries of CFD No. 4 that are not Developed Property, as determined by the Administrator.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 4 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 4, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s).

Based on review of building permit records for property within the CFD, each Parcel shall be categorized as either Developed Property or Undeveloped Property for purposes of levying the Special Tax pursuant to Section E below. For Single Family Attached Property or Multi-Family Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the new Land Use Class that can be developed on the Parcel after the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the Land Use Class that will be allowed after the rezone is approved.

C. MAXIMUM SPECIAL TAX

The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 4:

**MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) ***

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	\$ 50 per Unit
2	\$ 75 per Unit
3	\$ 100 per Unit
4	\$ 125 per Unit
5	\$ 150 per Unit
6	\$ 175 per Unit
7	\$ 200 per Unit
8	\$ 225 per Unit
9	\$ 250 per Unit
10	\$ 275 per Unit
11	\$ 300 per Unit
12	\$ 350 per Unit

13	\$ 375 per Unit
14	\$ 250 per Acre
15	\$ 350 per Acre
16	\$ 475 per Acre
17	\$ 600 per Acre
18	\$ 750 per Acre
19	\$ 850 per Acre
20	\$ 1,000 per Acre
21	\$ 1,050 per Acre
22	\$ 1,500 per Acre
23	\$ 2,000 per Acre
24	\$ 2,500 per Acre
25	\$ 3,000 per Acre
26	\$ 3,500 per Acre
27	\$ 4,000 per Acre
28	\$ 4,500 per Acre
29	\$ 5,000 per Acre
30	\$ 5,500 per Acre
31	\$ 6,000 per Acre

** Beginning July 1, 2006 and each July 1 thereafter, all of the Maximum Special Taxes shown in Table 1 above shall be adjusted by applying the Annual Tax Escalation Factor.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

- First:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.
- Second:** If additional revenue is needed after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that had applied to the Parcel prior to the Parcel becoming Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 4 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 4 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property that is not Taxable Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

ATTACHMENT 1
MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) *
IDENTIFICATION OF TAX ZONES

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	017-250-005 (017-117-007,011,014) 71 ac
17	
18	
19	
20	
21	
22	
23	
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25	
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29	
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31	

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

**ATTACHMENT 2
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION No. 5 (OLD AUBURN RANCH)**

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	467-090-002-000	32	2015/16
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 3
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	475-050-019-000	62	2016/2017
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 4
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 7 (THE VILLAGES AT KIT CARSON)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	048-350-015-000; 048-350-016-000; 048-350-018-000; 048-350-021-000; 048-350-022-000	21	2019/20
14			
15			
16			
17			
18			
19			
20			
21			
22			
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31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 5
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 8 (415 EAST STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4	013-030-009-000	10	2020/21
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
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16			
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19			
20			
21			
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31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 6
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 9 (1028 MAIN STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2	015-080-030-000	10	2023/24
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
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31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

**ATTACHMENT 7
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 10 (SIERRA VIEW COUNTRY CLUB)**

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5	015-011-029-000	75	2023/24
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
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31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

**ATTACHMENT 8
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 11 (OAKLEAF ESTATES)**

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1	363-030-091-000	17	2026/27
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
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19			
20			
21			
22			
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26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

EXHIBIT B

CITY OF ROSEVILLE

COMMUNITY FACILITIES DISTRICT NO. 4 (Services District)

LIST OF AUTHORIZED SERVICES

The Maintenance Obligations to be financed, in whole or in part, by this CFD shall consist of the following:

1. Maintenance of the landscape corridors and paseos designed to serve the project areas within the CFD, including but not limited to, soundwalls, trees, bus shelters, autumn leaf cleanup and street sweeping, landscaping, the City and neighborhood entry features and the landscape median;
2. Maintenance of all public pedestrian or bicycle pathways;
3. Maintenance of the Open Space Buffer Areas, Park Preserve areas and any lots that will be conveyed to the City, with such maintenance to include fire breaks and fire safety measures;
4. Maintenance of landscaping, and irrigation, for neighborhood park improvements, maintenance, and repair and replacement;
5. Maintenance of any sound attenuation wall, berm, and related on-site sound attenuation improvements constructed as part of the CFD;
6. Maintenance of storm drainage, stormwater management and drainage system facilities; and
7. Performance and management of any environmental mitigation monitoring, including the annual review thereof.

Other authorized services include: General City Costs

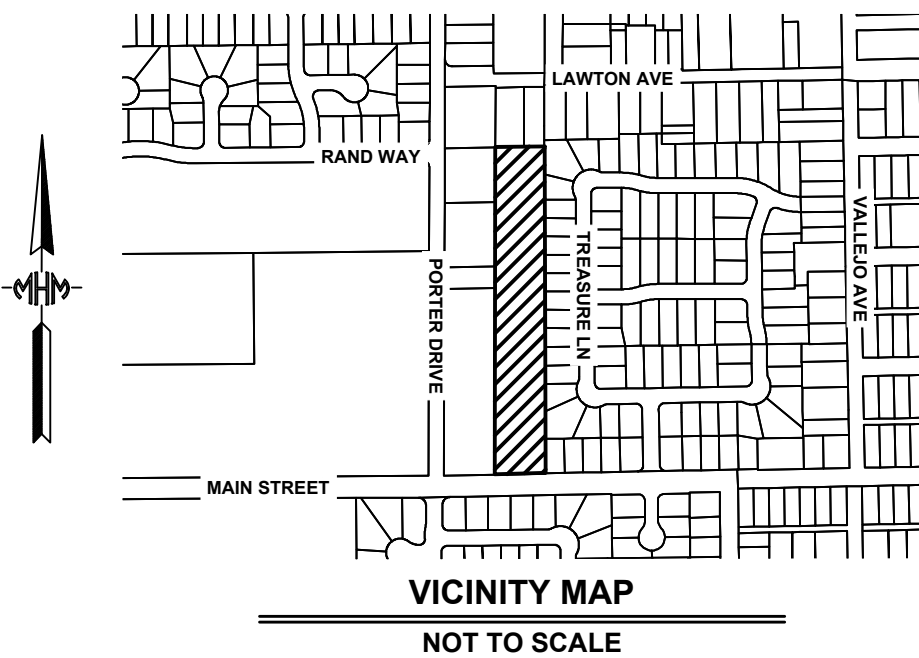
- City and County costs associated with the setting, levy, and collection of the Special Taxes.

Sinking Funds

The Special Taxes may be collected and set-aside in designated sinking funds to be used by the City to fund miscellaneous costs related to any of the items described above as well as vandalism repair and future repairs to and replacement of landscaping, entry monuments and features, walls and fences, and other improvements the maintenance of which is funded by CFD No. 4.

ANNEXATION MAP NO. 11 OF
COMMUNITY FACILITIES DISTRICT NO. 4
(PUBLIC SERVICES)
OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF
CALIFORNIA - OAKLEAF ESTATES
AUGUST 2026

*REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP FILED ON MAY 3, 2005 IN
BOOK 3 OF MAPS OF COMMUNITY FACILITIES DISTRICT AT PAGE 50, IN THE OFFICE
OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, WHICH THIS
ANNEXATION AFFECTS.



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
ANNEXATION MAP # _____ OF COMMUNITY FACILITIES DISTRICT NO. DISTRICT
NO. 4 (PUBLIC SERVICES) CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF
CALIFORNIA – OAKLEAF ESTATES, WAS APPROVED BY THE CITY COUNCIL OF THE
CITY OF ROSEVILLE AT A REGULAR MEETING THEREOF, HELD ON THE _____
DAY OF _____, 20____, BY _____
ITS RESOLUTION NUMBER _____.

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK IN
BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE
OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF
CALIFORNIA.

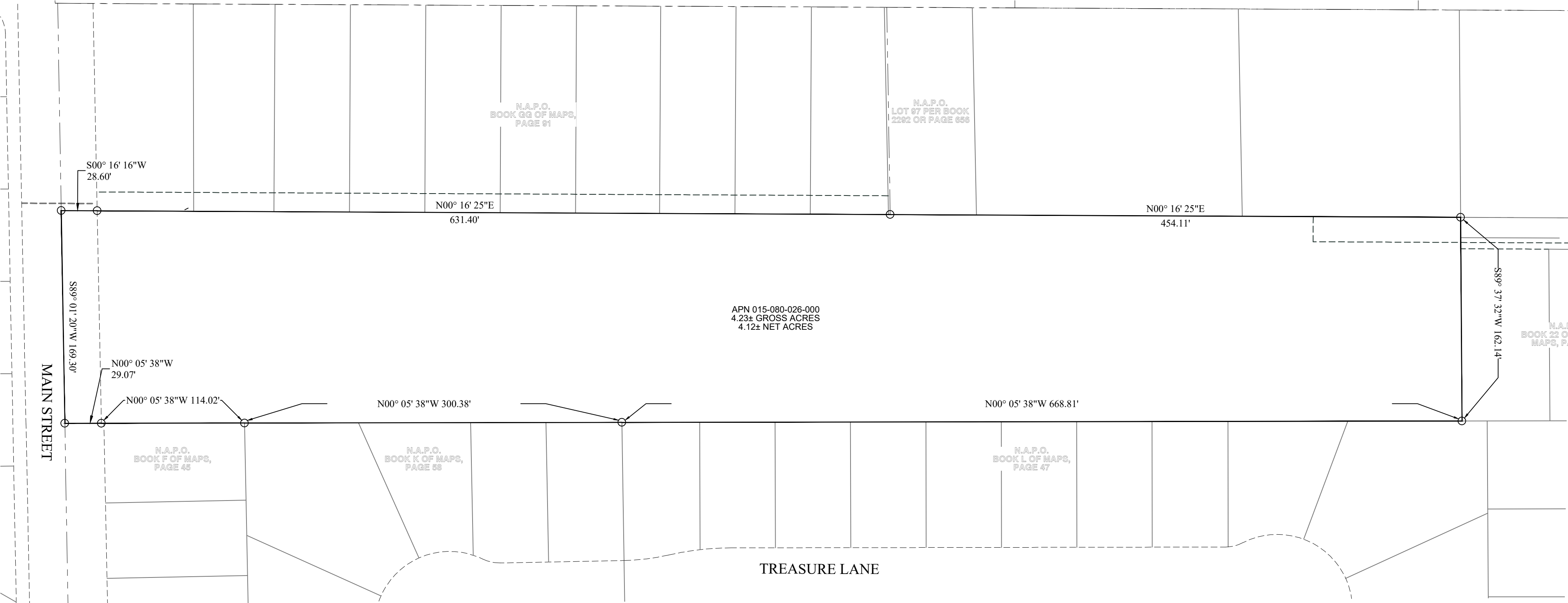
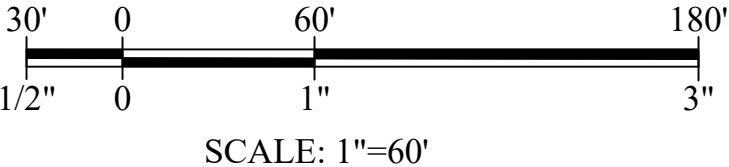
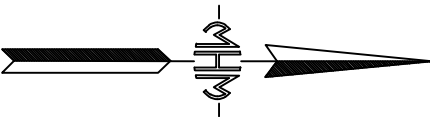
DOC NO. _____
PLACER COUNTY RECORDER

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, PLACER
COUNTY CALIFORNIA, ON THIS _____ DAY OF _____, 20____.

CARMEN AVALOS, CITY CLERK

CARMEN AVALOS, CITY CLERK

FEE: _____ BY: _____



Title:	Cybersecurity Endpoint Detection and Response Subscription and Support - Contract Purchase Agreement
Contact:	Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

SUMMARY

Staff recommends approval of a purchase order with ePlus Technology Inc. for renewal of Cybersecurity Endpoint Detection and Response subscription and support, and the annual estimated cost of the agreement is \$168,148.23 per year, plus a 10% contingency each year. Funding is included in the FY2026-27 Information Technology Operations Fund budget and the Public Works Department's traffic signal budgets in the Electric Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement #3005784 with ePlus Technology Inc. for Cybersecurity Endpoint Detection and Response subscription and support, and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff additionally requests authority for the City Manager or his designee to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

Staff further requests that the City Manager or his designee be authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) per year.

BACKGROUND

The City relies on an enterprise-grade Endpoint Detection and Response platform to safeguard its systems, applications, and workforce from evolving cyber threats. This security technology provides continuous monitoring, advanced threat detection, and rapid response capabilities that help protect City services, internal operations, and employee access to City resources. This contract purchase agreement with ePlus Technology Inc. will piggyback on contract US-TIPS230105 from The Interlocal Purchasing System (TIPS), a cooperative purchasing contract used for technology-related products and services.

FISCAL IMPACT

The estimated cost of the agreement is \$168,148.23 per year, plus a 10% contingency each year. Funding for the first year is included in the FY2026-27 Information Technology Operations Fund budget and the Public Works Department's traffic signal budget in the Electric Fund. Future year expenditures will be contingent upon Council approval of annual budgets and may include funding contributions from the Information Technology and Environmental Utilities Departments' operations funds and the Public Works Department's traffic signal budgets in the Electric 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 contract purchase agreement with ePlus Technology Inc. for Cybersecurity Endpoint Detection and Response subscription and support meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Cesar Gamez, Information Security Administrator

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Resolution 26-330
2. Contract Purchase Agreement

REVIEWERS:

Cesar Gamez, Information Technology Department - Infrastructure Solutions	Created/Initiated - 8/26/2026
Matthew Sweet, Information Technology Department	Approved - 8/26/2026
Hong Sae, Information Technology Department	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 8/31/2026
Katrina Six, City Clerk Department	Approved - 9/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/8/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-330

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EPLUS TECHNOLOGY INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005784) for the Cybersecurity Endpoint Detection and Response subscription and support, by and between the City of Roseville and ePlus Technology Inc., 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 the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders, 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 3005784

Supplier Details:

Company ePlus Technology Inc
Contact Brittani Neff
Address 13595 Dulles Technology Dr

Herndon, VA 20171

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@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.



Contract Purchase Agreement 3005784

Agreement	3005784
Agreement Date	13-AUG-2026
Revision	0
Agreement Amount	168,148.23 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 ePlus Technology Inc
 13595 Dulles Technology Dr

Herndon, VA 20171

Phone: ()

Fax: ()

Email: BrNeff@EPLUS.com

Description of Labor, equipment and/or materials: **VENDOR SHALL PROVIDE CROWDSTRIKE FALCON PLATFORM SUBSCRIPTION AND SUPPORT RENEWAL IN ACCORDANCE WITH THE ATTACHED EPLUS TECHNOLOGY, INC. QUOTE 23559575 DATED 7/8/26 UTILIZING TIPS CONTRACT 230105.**

PLEASE CONTACT CESAR GAMEZ IN THE INFORMATION TECHNOLOGY DEPARTMENT AT (916) 774-5408 OR PCGAMEZ@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12325	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
13-Sep-2026	12-Sep-2027	Erica Kaminski Phone 1-916-746-1108			

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

Contract Purchase Agreement 3005784

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. 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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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

Contract Purchase Agreement 3005784

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 thirty (30) 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 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

Contract Purchase Agreement 3005784

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.

Contract Purchase Agreement 3005784

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/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
29. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
31. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f)

Contract Purchase Agreement 3005784

CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

32. If Consultant produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Consultant shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Consultant shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Consultant's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

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. NA

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
REV 3/16/26 MC*

Contract Purchase Agreement 3005784

**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: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

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

Contract Purchase Agreement 3005784

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

Contract Purchase Agreement 3005784

Supplier

Signed by:
Signature: Don McLaughlin
F44A77AE31564BB...
Print Name: Don McLaughlin
Title: SVP Contracts
Date: 8/21/2026

Supplier

Signed by:
Signature: Kelsey Codde
B5C5054E123F40E...
Print Name: Kelsey Codde
Title: Assistant Secretary
Date: 8/21/2026

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ARTICLE I – GENERAL

ePlus Technology, Inc. (“Consultant”) agrees that information furnished by the City of Roseville (“City”) shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as “Confidential Information” of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant’s affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant’s own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant’s affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant’s services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate “need to know”; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant’s business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant’s affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant’s agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney’s fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired,

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

Signed by:

By: Don McLaughlin

Title: SVP Contracts

Date: 8/21/2026

Signed by:

By: Kelsey Codde

Title: Assistant Secretary

Date: 8/21/2026

Print Name: Don McLaughlin

Print Name: Kelsey Codde

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



Customer Name: CITY OF ROSEVILLE
Quote No: 23559575
Quote Name: City of Roseville -
 CrowdStrike Renewal
 1YR
Quotation Date: 07/08/2026

Sales Support Contact: BRITTANI NEFF
Sales Support Phone: 916-897-4667
Sales Support Email: TEAM-BRITTANINEFF@
 EPLUS.COM
Account Executive: Brittani Neff
Account Executive Phone: 9168974667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 09/04/2026

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes:US-TIPS230105 Contract
****TIPS CONTRACT MUST APPEAR ON PURCHASE ORDER**

Line No.	Part Number	MFG	Description/Line Notes	Dates	QTY	List Price	Ext List Price	Discount OFF List(%)	Unit Price	Ext Price
001		CROWDSTRIKE		09/13/2026-09/12/2027	1945	42.00	81,690.00	72.33	11.62	22,600.90
002		CROWDSTRIKE		09/13/2026-09/12/2027	2500	44.75	111,875.00	80.94	8.53	21,325.00
003		CROWDSTRIKE		09/13/2026-09/12/2027	2500	4.75	11,875.00	75.79	1.15	2,875.00
004		CROWDSTRIKE		09/13/2026-09/12/2027	2500	0.00	0.00		0.00	0.00
005		CROWDSTRIKE		09/13/2026-09/12/2027	2500	0.00	0.00		0.00	0.00
006		CROWDSTRIKE		09/13/2026-09/12/2027	2090	7.19	15,027.10	1.11	7.11	14,859.90
007		CROWDSTRIKE		09/13/2026-09/12/2027	2500	13.77	34,425.00	74.36	3.53	8,825.00
008		CROWDSTRIKE		09/13/2026-09/12/2027	2500	9.30	23,250.00	3.55	8.97	22,425.00
009		CROWDSTRIKE		09/13/2026-09/12/2027	2500	4.75	11,875.00	80.63	0.92	2,300.00
010		CROWDSTRIKE		09/13/2026-09/12/2027	410	21.57	8,843.70	1.02	21.35	8,753.50
011		CROWDSTRIKE		09/13/2026-09/12/2027	2500	10.33	25,825.00	80.74	1.99	4,975.00
012		CROWDSTRIKE		09/13/2026-09/12/2027	2500	34.71	86,775.00	46.41	18.60	46,500.00
013		CROWDSTRIKE		09/13/2026-09/12/2027	1	12,837.31	12,837.31	1.00	12,708.93	12,708.93

Totals		424,298.11	168,148.23
Shipping: Packing:		Sub Total (USD):	168,148.23
		Est. Tax (USD):	0.00
		Shp&Hnd (USD):	TBD
		Total (USD):	168,148.23
By placing an order with ePlus for products or services you agree to comply with the City of Roseville Contract Terms and Conditions (rev 3/16/2026 as attached). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.			
ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.			
Customer Acceptance Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____	Bill To CITY OF ROSEVILLE 311 VERNON ST FINANCE- 1ST FLOOR ROSEVILLE CA 95678 UNITED STATES ACCOUNT PAYABLE	Ship To CITY OF ROSEVILLE UNITED STATES	

Title:	Multi-Function Printers - Contract Purchase Agreement
Contact:	Matthew Sweet 916-774-5111 msweet@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement renewal with Flex Technology Group LLC, dba FlexTG LLC, to provide copier lease and printing services. As part of the agreement, the City is required to execute leases with a third party to receive the multi-functional printers. The annual cost of the one-year agreement will not exceed \$400,000. Funding is included in the FY2026-27 operating budgets for City departments in the General Fund, enterprise funds, and internal service funds.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Contract Purchase Agreement 3005714, third party lease agreements, and any other documents necessary to implement the services under contract purchase agreement 3005714 between the City of Roseville and Flex Technology Group LLC, dba FlexTG LLC, to provide copier lease and printing services for all City departments

BACKGROUND

Request for Proposals (RFP) No. 12-001 for a Print Management Solution was completed in June 2018, resulting in the issuing of an initial five-year contract. The City's current printing contract with Flex Technology Group LLC, dba FlexTG LLC, expired at the end of June 2026. This contract purchase agreement renewal extends that contract to June 30, 2027.

FISCAL IMPACT

The total estimated cost of this service is \$400,000 for FY2026-27. Funding is included in the FY2026-27 operating budgets for City departments in the General Fund, enterprise funds, and internal service funds.

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 multi-function printers meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Matthew Sweet, Assistant Information Technology Director

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Resolution 26-339
2. CPA# 3005714

REVIEWERS:

Matthew Sweet, Information Technology Department	Created/Initiated - 8/21/2026
Matthew Sweet, Information Technology Department	Approved - 8/24/2026
Hong Sae, Information Technology Department	Approved - 8/24/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Clerk Department	Approved - 9/4/2026
Katrina Six, City Clerk Department	Final Approval - 9/4/2026

RESOLUTION NO. 26-339

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FLEX TECHNOLOGY GROUP, LLC DBA FLEXTG LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Contract Purchase Agreement (3005714) for multi-function printer copier lease and printing services, by and between the City of Roseville and Flex Technology Group LLC, dba FlexTG LLC, 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 the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute third party lease agreements and any other documents necessary to implement the services under the contract purchase agreement .

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3005714

Supplier Details:

Company Flex Technology Group LLC dba FlexTG LLC
Contact Mason Magleby
Address 2845 N Omaha St

Mesa, Arizona 85215

Submit your response to:

Company City of Roseville
Contact Joanna Oukrop
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1102
Fax (916) 746-1115
E-mail JOukrop@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.



Contract Purchase Agreement 3005714

Agreement	3005714
Agreement Date	28-JUL-2026
Revision	0
Agreement Amount	400,000.00 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 **Flex Technology Group LLC dba FlexTG LLC**
 2845 N Omaha St

Mesa, Arizona 85215

Phone: (916) 361-5301
Fax: ()
Email: mason.magleby@flegtg.com

Description of Labor, equipment and/or materials: Shall provide the services called for under City of Roseville request for proposal (RFP) #12-001 titled "Print Management Solution" and Contractor's initial proposal thereto titled City of Roseville RFP-Print Management Solution as further clarified in Caltronics statement of work dated 6/25/18 version 2. The terms and scope of work of proposal are herein made part of this agreement and fully incorporated by reference. The attached "FlexTG Cost per Copy Pricing Worksheet & PaperCut License, Maintenance, and Support" document revised 7/15/26 and the "Flex Technology Group Maintenance and Support Agreement" for FlexTG Silver Support v1.5 dated 4/9/26 shall also be incorporated by reference onto this agreement.

Contact Matthew Sweet in the Information Technology Department at (916)774-5111 or msweet@roseville.ca.us for questions regarding this agreement.

*The total agreement amount 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
	16771	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2026	30-Jun-2027	Joanna Oukrop Phone 1-916-746-1102			

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

Contract Purchase Agreement 3005714

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. 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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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.

Contract Purchase Agreement 3005714

- 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 thirty (30) 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 sub consultants.
- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall

Contract Purchase Agreement 3005714

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

Contract Purchase Agreement 3005714

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/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by

Contract Purchase Agreement 3005714

any federal, state, or local department or agency.

29. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
31. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

32. If Consultant produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Consultant shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Consultant shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Consultant's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

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. App 047421

Contractor License No. 00801220

DIR Registration No. TBD

Check mark the applicable company type below:

Contract Purchase Agreement 3005714

_____ Corporation

_____ **X** _____ 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

REV 3/16/26 MC

Contract Purchase Agreement 3005714

**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: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X _____

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

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

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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

Contract Purchase Agreement 3005714

Supplier Signed by:
Signature: *Kyle Harvey*
B05B4343DE70470...
Print Name: Kyle Harvey
Title: President
Date: 8/18/2026

Supplier
Signature: _____
Print Name: _____
Title: _____
Date: _____

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

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

FlexTG Cost Per Copy Pricing Worksheet & PaperCut License, Maintenance, and Support, rev. 7/15/26

PaperCut 1-year license, maintenance, and support with one year of Flex Silver Support: \$10,158.73

Customer name	City	Make	Model	Serial number	ID	Meter	Current Ra	Escalation Date	Escalation %	Escalation Rate
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C759	A8JE011001981	112915	B\W	0.006	9/6/2025	5%	0.0063
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C759	A8JE011001981	112915	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011017549	112916	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011017549	112916	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033236	113637	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033236	113637	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033166	113638	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033166	113638	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018023	113639	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018023	113639	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	GRANITE BAY	Konica Minolta	KON-C458	A79M011033183	113640	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	GRANITE BAY	Konica Minolta	KON-C458	A79M011033183	113640	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018042	113641	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018042	113641	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033230	113642	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033230	113642	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033079	113643	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033079	113643	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033249	113644	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033249	113644	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033156	113645	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033156	113645	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033252	113646	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033252	113646	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033129	113647	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033129	113647	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033177	113648	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011033177	113648	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351	A92F011012413	113649	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351	A92F011012413	113649	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011029972	113916	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011029972	113916	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018150	113919	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018150	113919	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018076	113993	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011018076	113993	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-368e	AA6V011000805	118191	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011032828	118401	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011032828	118401	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-368e	AA6V011003519	118725	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C360i	AA2J011001019	118975	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C360i	AA2J011001019	118975	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011025362	119280	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C558	A79K011025362	119280	Color	0.048	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011051218	119610	B\W	0.007	9/6/2025	5%	0.0074

CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011051218	119610	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011052615	119974	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011052615	119974	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011012447	127771	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011012447	127771	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011012604	127772	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011012604	127772	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011005801	131083	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011005801	131083	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011015486	133681	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011015486	133681	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P011008400	136400	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P011008400	136400	Color	0.045	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P011008402	136401	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P011008402	136401	Color	0.045	9/6/2025	5%	0.0504
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011018496	136703	B\W	0.007	9/6/2025	5%	0.0074
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011018496	136703	Color	0.05	9/6/2025	5%	0.0525
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011017430	138729	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011017430	138729	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011024079	144308	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011024079	144308	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017501380	145750	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017501380	145750	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017000037	145751	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017000037	145751	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011028128	145752	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R011028128	145752	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017500743	146113	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017500743	146113	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702476	146359	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702476	146359	Color	0.045			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702407	146360	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702407	146360	Color	0.045			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017000912	149031	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017000912	149031	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217683	149032	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217683	149032	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217684	149033	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217684	149033	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217680	149034	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217680	149034	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505097	149038	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505097	149038	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505076	149039	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505076	149039	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505089	149040	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505089	149040	Color	0.048			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017703068	149041	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017703068	149041	Color	0.045			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702418	149042	B\W	0.007			
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017702418	149042	Color	0.045			

CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002661	149043	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002661	149043	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002666	149044	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002666	149044	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002647	149045	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002647	149045	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002625	149046	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017002625	149046	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017001233	149047	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017001233	149047	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-450i	AC76017001618	149049	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-450i	AC76017001650	149050	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505330	149051	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017505330	149051	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017004190	149176	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017004190	149176	Color	0.048
CITY OF ROSEVILLE	GRANITE BAY	Konica Minolta	KON-C458	A79M011030759	149303	B\W	0.007
CITY OF ROSEVILLE	GRANITE BAY	Konica Minolta	KON-C458	A79M011030759	149303	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011030728	149371	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011030728	149371	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004200	149518	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004200	149518	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705718	149534	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705718	149534	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004235	149535	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004235	149535	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004236	149536	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004236	149536	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005101	149537	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005101	149537	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005119	149538	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005119	149538	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005102	149581	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017005102	149581	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011032038	149593	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C458	A79M011032038	149593	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216769	149617	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216769	149617	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216722	149618	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216722	149618	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217783	149619	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217783	149619	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217795	149620	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217795	149620	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217721	149621	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217721	149621	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217739	149622	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217739	149622	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215795	149629	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215795	149629	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216875	149630	B\W	0.007

CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216875	149630	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215916	149631	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215916	149631	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215836	149632	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215836	149632	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215338	149633	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215338	149633	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216856	149634	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216856	149634	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217762	149635	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011217762	149635	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011218485	149636	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011218485	149636	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216721	149637	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216721	149637	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215845	149638	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215845	149638	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215917	149639	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215917	149639	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215701	149640	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215701	149640	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215894	149641	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011215894	149641	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216451	149642	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216451	149642	Color	0.05
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216427	149643	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011216427	149643	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006159	149685	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006159	149685	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006071	149692	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006071	149692	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006083	149693	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006083	149693	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006036	149744	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006036	149744	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C750i	ACKN017001979	149773	B\W	0.006
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C750i	ACKN017001979	149773	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C750i	ACKN017002526	149774	B\W	0.006
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C750i	ACKN017002526	149774	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705914	149775	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705914	149775	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017706058	149776	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017706058	149776	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705585	149777	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705585	149777	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705594	149778	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C550i	AA7P017705594	149778	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006038	149779	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006038	149779	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-650i	AC74017701736	154022	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004386	154023	B\W	0.007

CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C650i	AA7N017004386	154023	Color	0.045
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006096	154024	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006096	154024	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006025	154025	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017006025	154025	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017007313	154026	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017007313	154026	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017007320	154027	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R017007320	154027	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011219846	154355	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3350i	A93E011219846	154355	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000203	156513	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000203	156513	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000223	156516	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000223	156516	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000235	156517	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000235	156517	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000207	156518	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000207	156518	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000030	156523	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C450i	AA7R018000030	156523	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004589	156548	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004589	156548	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004592	156549	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004592	156549	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004590	156554	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004590	156554	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004614	156555	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004614	156555	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004585	156556	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004585	156556	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004269	156557	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004269	156557	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004105	156558	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017004105	156558	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017007079	159136	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C3351i	A93E017007079	159136	Color	0.048
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C551i	ADXF011002888	159137	B\W	0.007
CITY OF ROSEVILLE	ROSEVILLE	Konica Minolta	KON-C551i	ADXF011002888	159137	Color	0.045

This Support Agreement applies only to FlexTG **Silver Support** (as defined below)



Maintenance and Support Agreement

This Maintenance and Support Agreement (this "Agreement") is a legal agreement between the end user entity or individual purchasing the services described below ("you") and FlexTG and sets forth the terms and conditions under which FlexTG will furnish the maintenance and technical support ("Silver Support"). IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, PLEASE NOTIFY THE ENTITY FROM WHICH YOU PURCHASED YOUR ANNUAL "SILVER SUPPORT" WITHIN 30 DAYS OF RENEWAL.

2. TERM

A) Term. You are eligible to receive support, and this Agreement will remain in effect only during the period for which you have purchased FlexTG "Silver Support" (the "**Term**"). The duration of your term is on an annual renewal basis.

B) Commencement of Term for Extended Silver Support. If you purchased Extended FlexTG "Silver Support", then the term will commence on the day immediately after the date on which the related Original or then existing Silver Support term expires or expired.

C) Software support covers: patches, bug fixes, and new version release installations. Software Reinstallation and/or system migration are not included and will be billed at the standard rate of \$312.50 per hour. Phone, remote, and/or on-site support are included in this support agreement.

- Patches, bug fixes, and new version releases are *only* covered if the supported plan is active and FlexTG was responsible for the original implementation of the software.

D) Support of the Products ("Support Services") is provided by FlexTG as part of this Agreement. Such support shall continue until such time when termination occurs due to cancellation or non-renewal. This agreement will be invoiced annually for renewal. Agreement will be terminated if no payment is received with 30 days of expired silver support contract.

3. DESCRIPTION OF SUPPORT SERVICES

A) "FlexTG Solutions Support" shall mean support provided by FlexTG Solutions Team on solutions that have been installed by FlexTG or approved partnership projects with FlexTG sanctioned vendors.

B) "Response Time" shall mean the timeframe in which FlexTG will respond to a support request depending on the priority of the problem as set forth below. Response times are based on normal business hours (support requests made after normal business hours will be answered the following business day). Standard support provided to Customer for the FlexTG Solutions shall include email, phone, remote or onsite support on FlexTG Solutions. Support hours are from 8 AM to 5 PM (PST) Monday through Friday, excluding FlexTG observed holidays. Standard support shall be provided for two named contracts from Customer's organization.

C) FlexTG shall use commercially reasonable efforts to respond to support issues from up to two (2) Customers designated Support Contacts. Customers will initially contact FlexTG support personnel by calling 1-800-366-3345. The dispatcher will obtain all relevant information from Customer regarding the support issue(s) and determine the priority of the issue. Customer contact will be made within 2-4 hours, and the issue will be escalated to the Solutions Manager if it is deemed high priority.

4. SILVER M&S SUPPORT SERVICES SHALL EXCLUDE THE FOLLOWING

- Rectification of problems with Customer's computer hardware.
- Computer systems analysis, specification, programming, or consulting services relating to the implementation or use of personal systems and methodologies within Customer's organization.
- Support of other software accessories, attachments, or devices not approved and supplied by FlexTG and its sanctioned vendors.
- Rectification of lost or corrupted data arising for any reason (other than the actions of FlexTG).
- Attendance to faults caused by using the Software Products outside design or other specifications or outside the provisions laid down in any documentation or manuals supplied with the Software Products.
- Network changes or alterations to Windows infrastructure.
- Movement of software from one computer to another, or reinstallation of software.
- Loss or damage caused directly by operator error or omission.

Title:	Time and Attendance Software - Contract Purchase Agreement
Contact:	Melissa Patrick 916-774-5127 mpatrick@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with WorkForce Software, LLC in an amount not to exceed \$85,085.88 to provide for the annual renewal of the City's enterprise time and attendance platform. The proposed renewal will continue these services for a 12-month period beginning October 1, 2026, in accordance with the City's Request for Proposal 400-001 and existing WorkForce Software SaaS Agreement. The annual renewal amount is \$83,085.88, with an additional amount not to exceed \$2,000 for licensing overages, if needed. Funding is included in the Information Technology Operations Fund budget.

RECOMMENDATION

Staff recommends Council adopt a resolution approving Contract Purchase Agreement 3005771 with WorkForce Software, LLC for the annual renewal of the City's enterprise time and attendance platform in an amount not to exceed \$85,085.88, consisting of \$83,085.88 for the annual subscription plus up to \$2,000 for licensing overage fees, as needed.

BACKGROUND

The City originally procured WorkForce Software through Request for Proposals (RFP) 400-001 to provide Software as a Service based workforce management solution. The platform provides time and attendance functionality, including timesheets, basic scheduling, absences, calculations and period processing, as well as leave determination, case management and policy compliance services.

The City's existing agreement with WorkForce Software allows for the continued use of these services through annual renewals. The proposed renewal covers a 12-month term beginning October 1, 2026, and supports up to 2,500 employees. Approval of the renewal will allow the City to continue utilizing the existing platform without interruption.

FISCAL IMPACT

The total cost of the 12-month renewal is \$83,085.88. An additional amount not to exceed \$2,000 is included for licensing overage fees, if needed, for a total authorization not to exceed \$85,085.88. Funding for this renewal is coming from the Information Technology Operations Fund 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. This software purchases and project implementation cost meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Melissa Patrick, Information Technology Program Manager

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Resolution 26-329
2. Contract Purchase Agreement

REVIEWERS:

Melissa Patrick, Information Technology Department	Created/Initiated - 8/25/2026
Jesse Ravera, Information Technology Department	Approved - 8/26/2026
Hong Sae, Information Technology Department	Approved - 8/26/2026
Kelly Aye, City Attorney Department	Approved - 8/31/2026
Katrina Six, City Clerk Department	Approved - 8/31/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/2/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/2/2026
Katrina Six, City Clerk Department	Final Approval - 9/2/2026

RESOLUTION NO. 26-329

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Contract Purchase Agreement (3005771) for Time and Attendance Software, by and between the City of Roseville and Workforce Software, LLC, 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 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3005771

Supplier Details:

Company Workforce Software LLC
Contact Robert Glatt
Address 38705 Seven Mile Rd Suite 300

Livonia, MI 48152

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@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.



Contract Purchase Agreement 3005771

Agreement	3005771
Agreement Date	14-AUG-2026
Revision	0
Agreement Amount	85,085.88 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 **Workforce Software LLC**
 38705 Seven Mile Rd Suite 300

Livonia, MI 48152

Phone: (951) 296-5523
Fax: ()
Email: rglatt@workforcesoftware.com

Description of Labor, equipment and/or materials Vendor shall provide, for a period of 12 months, Workforce Software as a Service (SaaS) Services portion of the City of Roseville Request for proposal (RFP) 400-001 in accordance with: the Workforce Software LLC "Workforce Software SAAS Services Schedule SSS-202512"; the "Workforce Software SaaS Agreement" including its exhibits (SA-201903) dated 6/20, as amended: and as amended (Amendment #3) on or about September 2022, the parties' CPA 3000521; all incorporated herein by reference.

Additional dollars are included for licensing overage fees, not to exceed \$2,000, to be used on an as-needed basis.

Please contact Melissa Patrick the Information Technology Department at (916) 774-5127 or mpatrick@roseville.ca.us for any questions regarding this agreement.

*The total Agreement amount 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
	11480	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Oct-2026	30-Sep-2027	Erica Kaminski Phone 1-916-746-1108			

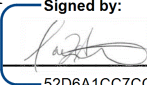
Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Purchase Agreement 3005771

Supplier

Signed by:

Signature:



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Print Name: Tara Albritton

Title: SVP, NAS HCM Services

Date: 8/21/2026

Supplier

Signature:

Print Name:

Title:

Date:

City of Roseville, A Municipal Corporation

Signature:

Print Name: Dominick Casey

Title: City Manager

Date:



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This WorkForce Software SaaS Services Schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement dated June 17, 2020 (the "Agreement") between WorkForce Software, LLC ("WFS") and the "Customer" set forth below.

Customer: City of Roseville
Address: 311 Vernon Street
Roseville, CA 95678
United States

Schedule Effective Date: 10/1/2026

Commencement Date: October 01, 2026

Initial Term: 12 month(s) from Commencement Date

Service	Description	Quantity	Customer Discounted Unit Price	Total Amount
SaaS Services				
Time and Attendance	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	2,500	\$33.08	\$82,700.00
WorkForce ACT	Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada)	2,500	Included	Included
Report Authoring Tool	1 Named User	1	\$385.88	\$385.88
Report Authoring Tool	1 Named User	3	Included	Included
Miscellaneous Fees				



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

Standard Software Support Renewal	Standard Software Support	1	Included	Included
Amount Due – First Year				\$83,085.88
Total Amount Due	Plus Overage Fees, if any	Currency: USD		\$83,085.88

Payment Terms

1. Minimum Amount Due: \$83,085.88/yr. times 1 annual payment = \$83,085.88
2. Payments are invoiced and due annually in advance, with the first payment due on the Commencement Date.
3. Customer shall be charged Overage Fees for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears.

Terms and Conditions

The parties agree as follows:

1. “Active Employee” or “Employee” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All Employees terminated within the Customer Human Resources Information System shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise agreed to account for the final, post-termination processing of employee data.
2. Usage of the applications and extensions herein shall be measured by Employee unless specified otherwise.
3. “Named User” is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
4. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

- 5. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
- 6. One (1) Production Environment, one (1) Test Environment, and one (1) Development Environment shall be provided in addition to any other environments specified in this Schedule.
- 7. Customer shall be entitled to one (1) Environmental Refresh per year at no additional charge which shall be the duplication of data between any of the Environments specified above.
- 8. Customer hereby agrees to use the SaaS Service in compliance with the Acceptable Use Policy located at <https://www.workforcesoftware.com/acceptable-use-policy/>, as may be modified from time-to-time.
- 9. Definitions: PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute | PSEC = Per Second | PSPY = Per Store Per Year

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect and are incorporated by reference herein. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

CUSTOMER

Date: _____

Signature: _____

Printed Name: _____

Title: _____

WORKFORCE SOFTWARE, LLC

Date: 8/21/2026

Signature:

Signed by:



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Printed Name: Tara Albritton

Title: SVP, NAS HCM Services



Title:	All Band Portable Radio - Sole Source Purchase Order
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source purchase order with Motorola Solutions, Inc. in the amount of \$501,037.50 to provide All Band Portable Radios. Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola. Funding for this purchase was included in the adopted FY2026-27 budget in the Police Portable Radio Replacement project in the Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council approve a sole source purchase order to Motorola Solutions, Inc. for the purchase of 50 All Band Portable Radios in the amount of \$501,037.50.

BACKGROUND

The Roseville Police Department has relied on Motorola Solutions portable radios for over 20 years to ensure effective communication for public safety operations. The department currently has (93) APX 7000 portable radios, many of which have been in service since 2010. These units have reached the end of their operational life, as Motorola Solutions no longer manufactures the APX 7000 model or provides parts and accessories for its maintenance. The Police Department is currently in the second year of a three-year plan to replace all APX 7000 portable radios with the Motorola Solutions APX 8000 All Band Portable Radio. The APX 8000 radio meets the Police Department's need for reliable, secure, and interoperable communication. The purchase of (50) APX 8000 radios will replace the department's oldest units.

Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola Solutions, Inc.

FISCAL IMPACT

The total cost of this Portable Radio purchase is \$501,037.50. Funding of \$500,000 for this purchase was included in the adopted FY2026-27 budget in the Police Portable Radio Replacement project in the Equipment Replacement Fund. The remaining amount of \$1,037.50 will come from the Police Department's FY2026-27 budget 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. A purchase order for the purchase of radios meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Mark Peinado, Management Analyst

Jeff Beigh, Police Chief

ATTACHMENTS:

1. Quote
2. Sole Source Form
3. Sole Source Letter - APX radios v2 2026

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 8/27/2026
Liz Luevano, Police Department	Approved - 8/31/2026
Jeff Beigh, Police Department	Approved - 8/31/2026
Kelly Aye, City Attorney Department	Approved - 8/31/2026
Katrina Six, City Clerk Department	Approved - 8/31/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/2/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/2/2026
Katrina Six, City Clerk Department	Final Approval - 9/2/2026

Billing Address:
ROSEVILLE POLICE DEPT, CITY
OF
311 VERNON ST STE 206
ROSEVILLE, CA 95678
US

Quote Date:07/30/2026
Expiration Date:09/28/2026
Quote Created By:
Adam Pinchok
Adam.Pinchok@
motorolasolutions.com

End Customer:
ROSEVILLE POLICE DEPT, CITY OF
Mark Peinado

Contract: 17724 - HGAC (TX)-RA05-21
AGREEMENT: STATE OF CALIFORNIA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000			
1	H91TGD9PW7AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 3.5	50	\$6,315.23	\$315,761.50
1a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	50	\$283.24	\$14,162.00
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	50	\$443.11	\$22,155.50
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	50	\$257.69	\$12,884.50
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	50	\$184.00	\$9,200.00
1e	H38BS	ADD: SMARTZONE OPERATION	50	\$1,289.18	\$64,459.00
1f	QA09113AB	ADD: BASELINE RELEASE SW	50	\$0.00	\$0.00
1g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	50	\$86.14	\$4,307.00
1h	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	50	\$408.80	\$20,440.00
2	RLN4941A	EARPIECE, RECEIVE ONLY, TRANSLUCET TUBE, 3.5MM	50	\$65.70	\$3,285.00
3	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	50	\$149.67	\$7,483.50
4	PMMN4099DL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO	50	\$122.02	\$6,101.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
		ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL			

Subtotal \$653,061.50

Total Discount Amount \$172,822.50

Estimated Tax \$37,218.52

Grand Total **\$517,457.52(USD)**

Notes:

DRAFT





PURCHASING

FINANCE

SOLE SOURCE FORM

Requesting Department: Police Department
Name of Requestor: Mark Peinado

Division: Investigations
Extension: x5021

Total Dollar Amount: \$501,037.50

Vendor Name: Motorola Solutions

Sole Source forms are not required for purchases less than \$5,000

DEFINITIONS: **Sole Source** means that there is only one supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a **sole provider** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

- ☐ **Standardization:** Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*
- ☐ **Critical Schedule Requirements:** Supplier is the firm best able to meet critical schedule requirements. NOTE: This is not available for construction goods or services over the Council limit. *(Explain below)*
- ☐ **Specialized Test Facilities/Equipment:** Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*
- ☐ **Patented, Copyrighted, or Licensed Item or Service:** The item or service is held under exclusive title, trademark or copyright by a private person or company. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☒ **Distributorship:** Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☐ **Professional Services Over Bid Limit (Requires City Manager and City Attorney approval):** Contracts for professional services not conducive to bidding (including, without limitation, contracts for engineering, architectural, accounting or legal services). Compelling reasons warrant an exception to the competitive procurement process. *(Explain below)*

Explanation: (Attach additional pages if needed.)

The Roseville Police Department uses Motorola APX Radios for all Police Officers. The Department is purchasing (50) APX 8000 Radios to replace radios that have reached their end of life. Motorola Solutions Inc. is the sole manufacture of its APX 8000 Radio, which contain proprietary hardware and software components.

ADDITIONAL INFORMATION:

Vendor Name: Motorola Solutions Inc.

Phone: 872.444.4967

Contact Person: Adam Pinchok

Email Address: adam.pinchok@motorolasolutions.com

Address: 500 W. Monroe St, Chicago, Illinois 60661

Define / Describe specific product(s) or service(s): *required

(50) APX 8000 Radios

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor):  Date: 8/17/26

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's Office. The City Attorney's Office or Purchasing Office should be the final signature received.

Division Manager Approval

(required for purchases equal to or greater than \$5,000)

Signature (Division Manager): _____ Date: _____

***Purchasing Signature is not required if over Council Limit**

Purchasing Official Approval

(required for purchases between \$5,000 – \$74,999.99)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval

(required for purchases equal to or greater than \$75,000)

Signature (Department Head):  Date: 8-19-26

Signature (City Attorney):  Date: 8/26/2026

City Manager and City Attorney Approval

(required only for professional services equal to or greater than \$75,000)

Signature (City Manager): _____ Date: _____

Signature (City Attorney): _____ Date: _____

Purchasing Use Only

PR Number: _____ CPA/ PO Number: _____ Dollar Amount: \$ _____

Buyer: _____ City Council Approval Date: _____ Expires: _____



Motorola Solutions, Inc.
10680 Treena St., Suite 200
San Diego, CA 92131

August 20th, 2026

Subject: Motorola Solutions Sole Source- APX 8000s

Dear Mark Peinado:

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the Public Safety Market and is pleased to have the City of Roseville PD as a valued customer. The APX radio subscribers we design, manufacture & repair at our Depot contain proprietary hardware and software components which are not commercially available except through Motorola.

If you have any questions regarding our radio equipment, please contact your Account Executive, Blake Chainey at 208-871-6930.

Sincerely,

Motorola Solutions, Inc.
Blake Chainey
Sr. Account Executive

Title:	Annual Ammunition - Sole Source Purchase Orders
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of sole source purchase orders with Miwall Corporation & San Diego Police Supply in the amount of \$131,387.54 and San Diego Police Equipment in the amount of \$96,001.06, for a combined total of \$227,388.60 to provide Police Duty Ammunition. Miwall Corporation is the exclusive distributor for Hornady 9mm ammunition and San Diego Police is the exclusive distributor for Speer .223 and Federal .308 ammunition. Funding in the amount of \$218,926.33 is included in the Police Department's budget in the General Fund; the remaining amount of \$8,462.27 is included in the Police Department's budget in the Forfeited Property Fund.

RECOMMENDATION

Staff recommends that the City Council approve Sole Source Purchase Orders with Miwall Corporation in the amount of \$131,387.54 and San Diego Police Equipment in the amount of \$96,001.06, for a combined total of \$227,388.60 in the current fiscal year to provide Police Duty Ammunition.

BACKGROUND

The Police Department has an ongoing requirement for ammunition for its Police personnel. The purchases are for pistol and rifle ammunition to be used in Glock Model 45, 17, and 34 duty pistols and AR-15 and M4 rifles. These weapons are used by the City's patrol officers and regional SWAT team.

The FBI and the international Wound Ballistics Association have established criteria for bullet/ammunition performance. The Hornady Critical Duty handgun ammunition, Speer and Federal rifle ammunition have undergone extensive testing by the FBI and meets and/or exceeds all of their ballistic testing criteria. The testing criteria include terminal performance into ballistic gelatin after penetrating through established barriers such as: Auto Glass, Drywall, Plywood, Sheet Metal, and Heavy Clothing. The Roseville Police Department has conducted the same testing process as described above and agree/concur with the findings and/or performance of the the Hornady, Speer, and Federal ammunition. Additionally, the ammunition is extremely reliable and rarely malfunctions/jams.

Hornady Ammunition has an exclusive distributorship with Miwall Corporation for the Northern California area, and therefore is the City's only available source for the purchase of the Hornady ammunition.

Speer Ammunition and Federal Ammunition have an exclusive distributorship with San Diego Police Equipment for the State of California, and therefore is the City's only available source for the purchase of the Speer and Federal ammunitions.

This is a regular ammunition purchase for the Roseville Police Department's annual duty ammunition.

FISCAL IMPACT

The total cost of pistol ammunition from Miwall Corporation is \$131,387.54 and the total cost of rifle ammunition from San Diego Police Equipment is \$96,001.06, for a combined total of \$227,388.60. Funding in the amount of \$218,926.33 is included in the Police Department's budget in the General Fund; the remaining amount of \$8,462.27 is included in the Police Department's budget in the Forfeited Property 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 purchase orders meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Mark Peinado, Management Analyst

Jeff Beigh, Police Chief

ATTACHMENTS:

1. Miwall Sole Source Form
2. Miwall - Hornady 9mm- Quote
3. San Diego Sole Source Form
4. San Diego Police Equip.-Speer .223- Quote
5. San Diego Police Equip.-Federal .308- Quote

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 8/27/2026
Liz Luevano, Police Department	Approved - 8/31/2026
Jeff Beigh, City Clerk Department	Approved - 8/31/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026



PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Roseville Police Department Division: Operations
 Name of Requestor: Tim Williams Extension: 5099
 Total Dollar Amount: \$131,387.54 Vendor Name: Miwall Corp

Sole Source forms are not required for purchases less than \$5,000

DEFINITIONS:

Sole Source means that there is only **one** supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a **sole provider** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

- ☐ **Standardization:** Sole brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*
- ☐ **Critical Schedule Requirements:** Supplier is the firm best able to meet critical schedule requirements. NOTE: This justification is not available for construction or repair related goods or services over the bid limit. *(Explain below)*
- ☐ **Specialized Test Facilities/Equipment:** Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*
- ☐ **Patented, copyrighted, or licensed item or service:** The item or service is held under exclusive title, trademark or copyright by a private person or company. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☒ **Distributorship:** Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. *(Attach letter from manufacturer authorizing specific supplier.)*

Explanation: (Attach additional pages if needed.)

Annual duty handgun ammunition purchase. Miwall Corp. is the manufacturer's
designated distributor for our sales area.

ADDITIONAL INFORMATION:

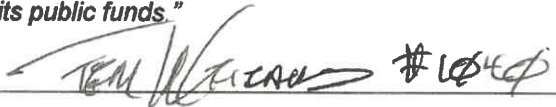
Vendor Name: Miwall Corp Phone: 530-273-1047
 Contact Person: Sean Riley Email Address: sean@miwallcorp.com
 Address: P.O. Box 2809 Grass Valley, CA, 95945

Define / Describe specific product(s) or service(s): *required

(386) cases: Horn 9mm +P 124gr CRIT DUTY500 ammunition

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor):  #1047 Date: 8/13/26

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's office. The City Attorney's office or Purchasing Official should be the final signature received.

Division Manager Approval

(required for purchases valued over \$5,000)

Signature (Division Manager): _____ Date: _____

***Purchasing Signature is not required if over Council Limit**

Purchasing Official Approval

(required for purchases valued over \$5,000 – formal bid limit)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval

(required for purchases valued over the formal bid limit)

Signature (Department Head):  Date: 8/13/26

Signature (City Attorney):  Date: 8/24/2526

Purchasing Use Only

PR Number: _____ SA/ PO Number: _____ Dollar Amount: \$ _____

Buyer: _____ City Council Approval Date: _____ Expires: _____

Miwall Corporation
PO BOX 2809
Grass Valley, CA 95945

530-273-1047
lesales@miwallcorp.com

Quote

Date	Quote #
7/7/2026	4243

Name / Address	Ship To
CITY OF ROSEVILLE PD ACCOUNTS PAYABLE 311 VERNON ST ROSEVILLE, CA 95678-2649	CITY OF ROSEVILLE POLICE DEPARTMENT 1051 JUNCTION BLVD ROSEVILLE, CA 95678-7191

Comment		Terms	Rep	
		NET 30	SR	
Item	Description	Cost	Qty	Total
90215C	HORN 9mm +P 124gr CRIT DUTY 500 RDS Sales Tax	315.90 9,450.14	386	121,937.40T 9,450.14
		(0.0%)	\$0.00	
		Total	\$131,387.54	



PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Roseville Police Dept Division: Operations
 Name of Requestor: Tim Williams Extension: 5099
 Total Dollar Amount: \$91,001.06 Vendor Name: San Diego Police Equip

Sole Source forms are not required for purchases less than \$5,000

DEFINITIONS:

Sole Source means that there is only one supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a **sole provider** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

- ☐ **Standardization:** Sole brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*
- ☐ **Critical Schedule Requirements:** Supplier is the firm best able to meet critical schedule requirements. NOTE: This justification is not available for construction or repair related goods or services over the bid limit. *(Explain below)*
- ☐ **Specialized Test Facilities/Equipment:** Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*
- ☐ **Patented, copyrighted, or licensed item or service:** The item or service is held under exclusive title, trademark or copyright by a private person or company. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☒ **Distributorship:** Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. *(Attach letter from manufacturer authorizing specific supplier.)*

Explanation: (Attach additional pages if needed.)

Annual patrol rifle ammunition and SWAT sniper rifle ammunition purchase. San Diego Police Equipment is the Manufacturer's designated distributor for our sales area.

ADDITIONAL INFORMATION:

Vendor Name: San Diego Police Equip Phone: 530-273-1047
 Contact Person: Ryan King Email Address: ryan@sandiegopoliceequipment.com
 Address: 8205-A Ronson Rd, San Diego, CA, 92111

Define / Describe specific product(s) or service(s): *required

(250) cases: SPEER GOLD DOT .223 62GR GDSP

(12) cases: Federal TRU .308 165 GR

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor):  #1044 Date: 8/13/26

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's office. The City Attorney's office or Purchasing Official should be the final signature received.

Division Manager Approval (required for purchases valued over \$5,000)

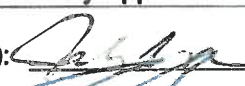
Signature (Division Manager): _____ Date: 8/13/26

***Purchasing Signature is not required if over Council Limit**

Purchasing Official Approval (required for purchases valued over \$5,000 – formal bid limit)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval (required for purchases valued over the formal bid limit)

Signature (Department Head):  Date: 8-13-26

Signature (City Attorney):  Date: 8/24/26

Purchasing Use Only

PR Number: _____ SA/ PO Number: _____ Dollar Amount: \$ _____

Buyer: _____ City Council Approval Date: _____ Expires: _____



DATE:	07/07/26
EXPIRES:	09/30/26
TERMS:	NET 30
QUOTED BY:	RYAN

QUOTE



TO: <u>OFC TIM WILLIAMS</u>	SHIP TO: _____
AGENCY: <u>ROSEVILLE PD</u>	ATTN: _____
_____	_____
PHONE: <u>916-774-5099</u>	_____
FAX: _____	PO / REF#: _____
EMAIL: <u>twilliams2@roseville.ca.us</u>	AUTH BY: _____

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

[illegible]

NOTES: FOR DEPARTMENT PURCHASE ONLY

SUBTOTAL:	\$81,242.50
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Sales tax will be charged at the rate for the delivery address.

TAX%	0.07750	\$6,296.29
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No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

FREIGHT:	\$0.00
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TOTAL:	\$87,538.79
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ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com

QUOTE



TO: OFC TIM WILLIAMS	SHIP TO:
AGENCY: ROSEVILLE PD	ATTN:
PHONE: 916-774-5099	
FAX:	PO / REF#:
EMAIL: twilliams2@roseville.ca.us	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

[illegible]

NOTES: FOR DEPARTMENT PURCHASE ONLY

SUBTOTAL:	\$7,668.00
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Sales tax will be charged at the rate for the delivery address.

TAX% 0.07750	\$594.27
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FREIGHT:	\$200.00
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TOTAL:	\$8,462.27
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ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com

Title:	Second Reading - Massage Business Operating Requirements - Municipal Code Amendment
Contact:	Travis Cochran 916-774-5325 tecochran@roseville.ca.us

SUMMARY

Staff recommends the City Council approve an ordinance for second reading amending Section 9.10.220 of Chapter 9.10 of the Roseville Municipal Code regarding massage business operating requirements. The proposed revision to Section 9.10.220 builds upon changes adopted by City Council in 2024 and 2025. Specifically, this change would reduce the authorized operating hours for massage businesses from 6:00 a.m. to 10:00 p.m., to 6:00 a.m. to 9:00 p.m. This timeframe is more aligned with the actual operating hours of the majority of the massage businesses within the City, and will also help abate issues associated with illicit massage business activity. There is no direct fiscal impact associated with the proposed ordinance, although the proposed changes may lead to higher numbers of administrative citations being issued for violations and/or more successful collection of the corresponding fines.

RECOMMENDATION

Staff recommends approval of a second reading of an ordinance amending Section 9.10.220 of the Roseville Municipal Code to reduce massage business hours from 6:00 a.m. to 9:00 p.m.

BACKGROUND

In December 2025, the City Council amended Chapter 9.10 of the Municipal Code regarding massage services. These changes were relatively minor and intended to add clarity and consistency to interpretation and implementation of the provisions of the Municipal Code specific to massage businesses. During Council's consideration of the item, Council indicated support for further evaluation and possible amendment to the provisions of the Code that set the operating hours for massage businesses. Under the existing Code, massage businesses may operate between 6:00 a.m. and 10:00 p.m.

Upon further review and evaluation of the existing massage businesses within the City and their actual operating hours, as well as the allowed operating hours in other jurisdictions, Staff believes that reduction of the possible operating hours is warranted. The ordinance being presented to Council for consideration would limit operating hours for massage businesses to 6:00 a.m. to 9:00 p.m. The ordinance also establishes a 3-month "grace period" before the reduced operating hours will take effect. To avoid any surprise within the business community, City staff has also taken steps to notify all massage business permit holders regarding the proposed changes and inviting them to contact the City with questions or feedback.

At the City Council meeting held on September 2, 2026, staff made a presentation to Council regarding the proposed ordinance. The presentation included information about the existing hours of operation for multiple massage businesses within the City, as well as operating hours allowed by other jurisdictions. Multiple community members also provided feedback to Council. In light of this information and feedback,

Council elected to introduce the ordinance for first reading with the change that hours of operation be amended to 6:00 a.m. to 9:00 p.m.

FISCAL IMPACT

There is no fiscal impact associated with the proposed ordinance.

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 Section 21065 and CEQA State Guidelines Section 15060(c)(3) and Section 15378. The proposed Ordinance meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Travis Cochran, Senior Deputy City Attorney

Michelle Sheidenberger, City Attorney

ATTACHMENTS:

1. Ordinance 7108

REVIEWERS:

Katrina Six, City Clerk Department
Travis Cochran, City Attorney Department
Dennis Kauffman, City Manager Department - Assistant City Manager
Michelle Sheidenberger, City Attorney Department
Katrina Six, City Clerk Department

Created/Initiated - 9/3/2026
Approved - 9/8/2026
Approved - 9/8/2026
Approved - 9/8/2026
Final Approval - 9/8/2026

ORDINANCE NO. 7108

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTION 9.10.220 OF CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL
CODE REGARDING MASSAGE SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.10.220 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.220 Operating requirements for massage businesses—Operations.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the police chief:

A. Sanitation. Each owner and/or manager shall provide and maintain on the premises adequate equipment and supplies for disinfecting and sterilizing instruments used in providing massages. Every portion of a massage business, including appliances and apparatus, shall be kept clean and in a sanitary condition. Appliances, apparatus, and equipment shall be disinfected after each use.

B. Linen. Shared use of towels or linen shall not be permitted. Towels and linen shall be laundered or changed promptly after each use and stored in a sanitary manner.

C. Living Quarters Prohibited. Beds, floor mattresses, and waterbeds of any kind are not permitted on the premises of the business. No person or persons shall be allowed to reside, dwell, occupy or live inside a massage business at any time, which may be shown by circumstantial evidence such as the presence of beds or other sleeping apparatuses, bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, major cooking appliances, and food in excess of a business establishment's normal and reasonable requirements. A kitchen area, if any, shall be for the sole use of employees and independent contractors during business hours only, shall contain only minor cooking appliances or apparatuses, shall meet the requires of any applicable state and local building and/or code standards, and shall be installed in an "employees only" area.

D. Persons Consuming Alcohol or Drugs. No person shall enter, be, or remain in any part of a massage business while under the influence of an alcoholic beverage or drug unless it is a drug prescribed for that individual. The owner or manager shall not permit any person under the influence of an alcoholic beverage or non-prescribed drug to enter or remain on such premises. Furthermore, no person shall administer or receive a massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.

E. Recordings. No building or part thereof where massage or massage services are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping or monitoring the activities, conversation or other sounds in the treatment room or room used by clients. In the event a portable recording

device is located within a treatment room, the camera and/or microphone of the device shall be rendered inoperable.

F. Warning Devices. The presence of any device which can be utilized as an early warning system, to alert the employees or independent contractors of a massage business to the presence of law enforcement officers or city authorities is prohibited in any massage business. Said devices may include, but are not limited to, monitors, light or music dimmers, electronic detection devices, external or internal video equipment and alarm systems other than those used for security, fire alarms, or as required by law. Each massage business is allowed up to two fixed security cameras that must face the reception desk and/or the customer waiting area. Standard alert chimes to notify staff that a client has entered are permitted.

G. Coverings. Each massage business shall provide to all clients clean, sanitary, and opaque coverings of a minimum size of 30 inches by 60 inches, capable of covering the clients' specified anatomical areas, including, but not limited to, the genital area, buttocks, and female breasts. No shared use of such covering shall be permitted, and re-use is specifically prohibited unless adequately cleaned prior to its re-use.

H. Service Records. Every owner and/or manager shall keep a record of the dates and hours of each massage service, the name, address, and phone number of the client, the name of the massage professional administering such service, the name of the owner or manager on site at the time of the service, and a generic description of the massage services rendered. These records shall be prepared prior to administering any massage and shall be retained for a period of two years after such treatment or service. These records shall be open to inspection upon demand by the police chief, the fire chief, the building official, any enforcement officer (as defined by Section 2.50.020 of the Roseville Municipal Code) or their authorized representatives or emergency personnel for emergency purposes.

I. Hours of Operation.

1. No massage business shall be open for business except during the hours of 6:00 a.m. to 10:00 p.m. on any day, or as otherwise set by the massage business permit. A massage begun before the time a business is required to close for business must terminate early enough to allow the customer to exit the business no later than the time the business is required to close. No customers are allowed to be present within the massage business past 10:00 p.m. or the closing time established by the massage business permit, whichever is earlier.

2. Effective as of January 1, 2027, no massage business shall be open for business except during the hours of 6:00 a.m. to 9:00 p.m. on any day, or as otherwise set by the massage business permit. A massage begun before the time a business is required to close for business must terminate early enough to allow the customer to exit the business no later than the time the business is required to close. No customers are allowed to be present within the massage business past 9:00 p.m. or the closing time established by the massage business permit, whichever is earlier.

J. Doors. All exterior doors (except a rear entrance for staff only) and interior doors must remain unlocked during business hours, unless there is no massage business staff available

to assure the security of clients and massage professionals who are behind closed doors. This subsection shall not apply to sole providers as defined in Section 9.10.020 of this chapter.

K. Dress Code for Clients and Visitors. Except for a client who is inside a massage room for the purpose of receiving a massage, no clients or visitors shall be permitted in or on the massage business premises at any time who are not fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing, sheer clothing, or similar intimate apparel that exposes the breasts, buttocks, or genital area.

L. Advertising.

1. Any advertising matter published or distributed shall include in legible print the massage business permit number.

2. No massage business shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that:

a. Depicts any portion of the human body that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or

b. Depicts individuals in suggestive poses that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or

c. Employs language in the text of any advertising that would reasonably suggest to prospective clients that any service is available other than legitimate massage services.

d. Advertises on a website known to advertise or promote illegal activities.

M. Display of Human Trafficking Notices. The massage business shall comply with the requirements of California Civil Code Section 52.6 related to the posting of information for victims of human trafficking.

N. Visitors. During the hours of operation, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage business premises other than the reception area, waiting area, toilet room, or dressing area and/or clothes storage area designated for customer use.

O. Liquids, Oils, and Creams. All liquids, creams, oils, lotions, powders, or other preparations used during massage services or made available to customers, which are located in massage rooms or stored elsewhere, shall be kept in clean and closed containers or bottles that are distinctly and correctly labeled to identify the contents.

P. No Drugs or Alcohol. The sale, service, consumption, or possession of an alcoholic beverage or any illegal drug at the massage business, or in connection with the performance of any massage service, is prohibited.

Q. Sexual Activity. It is unlawful for any person, including an owner, manager, massage professional, customer, or visitor, to engage in or permit sexual activity of any kind at a massage business.

R. Unprofessional Conduct. It is a violation of this chapter for a massage professional to engage in any unprofessional conduct as defined by California Business and Professions Code Section 4609, as that section may be amended from time to time.

S. Table Showers. No person shall use a table shower at a massage business for any purpose. Beginning on January 1, 2026, no person shall erect, construct, or otherwise install a shower table at any massage business.

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



City Council Communication

Meeting Date: 9/16/2026
Item #: VI.25
File #: 0102-06
Item ID: 2026-777

Title:	Proclamation - Roseville the Entrepreneurial
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Proclaim that the City of Roseville will join "America the Entrepreneurial" and take actions to encourage and celebrate entrepreneurs across our city throughout 2026.

RECOMMENDATION

Proclaim that the City of Roseville will join "America the Entrepreneurial" and take actions to encourage and celebrate entrepreneurs across our city throughout 2026.

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.

Council approval of a proclamation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 3. Enhance economic vitality
- 5. Support community engagement and advocacy
- 6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

- 1. Proclamation - Roseville the Entrepreneurial

REVIEWERS:

Arleta Wagenhals, City Clerk Department

Created/Initiated - 8/31/2026

Dennis Kauffman, City Manager Department - Assistant City Manager
Michelle Sheidenberger, City Attorney Department
Katrina Six, City Clerk Department

Approved - 9/1/2026
Approved - 9/2/2026
Final Approval - 9/2/2026

Proclamation

ROSEVILLE THE ENTREPRENEURIAL

WHEREAS, as America marks its 250th startup birthday in 2026, we celebrate the entrepreneurial spirit that built our nation, states, and cities, forged by starters, makers, doers, and dreamers who pursued a better future;

WHEREAS, entrepreneurs are essential to fostering economic prosperity, creating homegrown jobs, raising incomes, generating wealth, building stronger communities, diversifying goods and services, and reducing inequality and poverty;

WHEREAS, entrepreneurs have played a critical role in building the City of Roseville and it is fitting to publicly recognize and celebrate the vital contributions of entrepreneurs to the prosperity and well-being of our community;

WHEREAS, the City of Roseville's Economic Development Strategy "Envision Roseville" includes goals and actions to further support entrepreneurs and small businesses, and the Entrepreneurship Strategy provides a roadmap for growing Roseville's entrepreneurial ecosystem, small business community and venture backable sectors with targeted programs, community partnerships and events primarily through the Roseville Venture Lab.

WHEREAS, the city is committed to maintaining the Roseville Venture Lab as a space open to the public and dedicated to strengthening local startup businesses, spurring job growth, and fostering a community of entrepreneurs through programs, events, partnerships, workforce development, and coworking space; and

WHEREAS, the City of Roseville will continue its work to ensure entrepreneurs have a clear path to city resources, and celebrate the starters, makers, and innovators — from local storefronts to homegrown technology companies — who make Roseville a place where new businesses can take root and thrive.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim that the City of Roseville will join "America the Entrepreneurial" and take actions to encourage and celebrate entrepreneurs across our city throughout 2026.

SIGNED AND APPROVED this 16th day of September 2026.



KRISTA BERNASCONI, MAYOR

Title:	Proclamation - National Adult Education & Family Literacy Week
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Proclaim September 13-19, 2026, as National Adult Education & Family Literacy Week, and encourage all residents to recognize the value of adult education, celebrate the achievements of adult learners, and support the programs and educators who create pathways to opportunity for individuals, families, employers, and our community.

RECOMMENDATION

Proclaim September 13-19, 2026, as National Adult Education & Family Literacy Week, and encourage all residents to recognize the value of adult education, celebrate the achievements of adult learners, and support the programs and educators who create pathways to opportunity for individuals, families, employers, and our community.

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. Council approval of a proclamation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 3. Enhance economic vitality
- 5. Support community engagement and advocacy

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

- 1. Proclamation - National Adult Education & Family Literacy Week

REVIEWERS:

Arleta Wagenhals, City Clerk Department

Dennis Kauffman, City Manager Department - Assistant City Manager

Michelle Sheidenberger, City Attorney Department

Katrina Six, City Clerk Department

Created/Initiated - 9/1/2026

Approved - 9/1/2026

Approved - 9/2/2026

Final Approval - 9/2/2026

Proclamation

NATIONAL ADULT EDUCATION AND FAMILY LITERACY WEEK SEPTEMBER 13 - 19, 2026

WHEREAS, more than 43 million American adults struggle with foundational literacy skills, more than 62 million lack basic numeracy skills, more than 28 million lack basic digital skills, and millions more seek the education, credentials, and workforce training needed to fully participate in today's economy; and

WHEREAS, already, 69 percent of American employers report challenges in finding the skilled talent they need, costing the U.S. economy over \$300 billion per year in lost earnings, lower productivity, less innovation, and increased need for government assistance; and

WHEREAS, adult education and family literacy programs open doors to opportunity by helping adults earn high school equivalency diplomas, improve English language skills, prepare for college and careers, strengthen digital literacy and the ability to use AI and emerging technologies, and build the skills needed for lifelong success; and

WHEREAS, Roseville Adult School provides a strong adult education system, strengthening our workforce, helping local employers meet growing talent needs, increasing economic mobility, and building healthier, more resilient families and community; and

WHEREAS, adult education providers—including community colleges, school districts, literacy organizations, correctional education programs, workforce partners, libraries, and community-based organizations—deliver high-quality educational opportunities that transform lives every day; and

WHEREAS, as our nation commemorates America's 250th anniversary, expanding access to adult education honors the promise of opportunity by empowering more Americans to participate fully in civic life, contribute to their communities, and help shape the nation's next 250 years; and

WHEREAS, National Adult Education & Family Literacy Week recognizes the achievements of adult learners, honors the educators, volunteers, and partners who support them, and raises awareness of the essential role adult education plays in strengthening families, communities, and the nation.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the week of **SEPTEMBER 13-19, 2026**, as **NATIONAL ADULT EDUCATION & FAMILY LITERACY WEEK**, and encourage all residents to recognize the value of adult education, celebrate the achievements of adult learners, and support the programs and educators who create pathways to opportunity for individuals, families, employers, and our community.

SIGNED AND APPROVED this 16TH day of SEPTEMBER 2026.



KRISTA BERNASCONI, MAYOR



City Council Communication

Meeting Date: 9/16/2026
Item #: VI.27
File #: 0102-06
Item ID: 2026-801

Title:	Proclamation - National Rehabilitation Awareness Week
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Proclaim September 14-20, 2026, as National Rehabilitation Awareness Week and encourage residents to recognize the value of rehabilitation in creating a healthier, safer, more accessible, and more inclusive community.

RECOMMENDATION

Proclaim September 14-20, 2026, as National Rehabilitation Awareness Week and encourage residents to recognize the value of rehabilitation in creating a healthier, safer, more accessible, and more inclusive community.

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.

Council approval of a proclamation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
5. Support community engagement and advocacy

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Proclamation - National Rehabilitation Awareness Week

REVIEWERS:

Arleta Wagenhals, City Clerk Department
Katrina Six, City Clerk Department

Created/Initiated - 9/9/2026
Final Approval - 9/9/2026

Proclamation

NATIONAL REHABILITATION AWARENESS WEEK SEPTEMBER 14-20, 2026

WHEREAS, rehabilitation services help individuals affected by illness, injury, disability, surgery, or age-related changes regain function, independence, confidence, and quality of life; and

WHEREAS, physical therapists, occupational therapists, speech-language pathologists, therapy assistants, rehabilitation nurses, physicians, and support professionals work collaboratively to help people achieve meaningful goals and participate fully in their homes and communities; and

WHEREAS, rehabilitation promotes safer mobility, fall prevention, effective communication, successful transitions home, accessible aging, and continued community participation for people of all ages and abilities; and

WHEREAS, increased public awareness can help dispel misconceptions about aging and rehabilitation, including the beliefs that falls are an unavoidable part of aging or that rehabilitation must end when an individual leaves a skilled nursing facility; and

WHEREAS, the 2026 theme, "Building Futures Through Rehabilitation," recognizes the dedication of rehabilitation professionals and the courage and perseverance of the individuals and families they serve.

NOW, THEREFORE, I, KRISTA BERNASOCNI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **September 14-20**, as **National Rehabilitation Awareness Week** and encourage residents to recognize the value of rehabilitation in creating a healthier, safer, more accessible, and more inclusive community.

SIGNED AND APPROVED this 16th day of September 2026.



KRISTA BERNASCONI, MAYOR



City Council Communication

Meeting Date: 9/16/2026
Item #: VI.28
File #: 0102-03
Item ID: 2026-778

Title: Minutes of Prior Meetings
Contact: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Staff recommends approval of the minutes of the September 2, 2026 City Council Closed Session Meeting and City Council Meeting.

RECOMMENDATION

Staff recommends approval of the minutes of the September 2, 2026 City Council Closed Session Meeting and City Council Meeting.

BACKGROUND

Not Applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

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 City Council minutes are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. September 2, 2026 City Council Closed Session Meeting_Minutes
2. September 2, 2026 City Council Meeting _Minutes

REVIEWERS:

Arleta Wagenhals, City Clerk Department
Katrina Six, City Clerk Department

Created/Initiated - 9/8/2026
Final Approval - 9/8/2026



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Closed Session Meeting

September 2, 2026

5:30 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 5:30 P.M.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

III. PUBLIC COMMENTS

No public comment received.

IV. CLOSED SESSION

1. Conference with Legal Counsel – Anticipated litigation

Summary: Pursuant to Government Code Section 54956.9(d)(4)

Initiation of litigation: One potential case

CONTACT: Michelle Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Closed Session Disclosure: Council unanimously voted to initiate litigation.

V. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 5:52 P.M.



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES
City Council and
Housing Successor Agency Meeting
September 2, 2026
6:00 PM
City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:03 P.M.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

III. PLEDGE OF ALLEGIANCE

Chandler and Kayla Scott led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PRESENTATIONS

1. Proclamation - Partnership for Rail Safety Month

Summary: Proclaim September 2026 as Rail Safety Month and commend the efforts being made to improve railroad crossing safety, and urge the public to be cautious and safe around railroad tracks and property.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

The City Council made the presentation to Blair Hardcastle of CA Operation Lifesaver, who responded.

2. Resolution - 2026 Sylvia Besana Community Volunteer Award

Summary: Commend Kayla Scott as the recipient of the City of Roseville 2026 Sylvia Besana Community Volunteer Award.

CONTACT: Jenny Taylor 916-746-1328 jtaylor@roseville.ca.us

The City Council made the presentation to Kayla Scott, who responded.

VI. PUBLIC COMMENTS

This is an opportunity to make a public comment on non-agenda items.

Jacquelyne Wynne - spoke on homeless issues.

Judy Ramey - spoke on e-bike enforcement, more regulations, and proposed children be cited for not wearing a helmet.

Sue Elliot - spoke on e-bike issues.

Derick - spoke on Flock cameras.

Kim Bray - spoke on Flock cameras.

Rosie - spoke on Flock cameras .

Rod Whatley - spoke on baseballs landing in their yard.

John Vandervort - spoke on Flock cameras.

VII. CONSENT CALENDAR

Motion by Councilmember Mendonsa, seconded by Councilmember Houdesheldt, to approve the Consent Calendar as recommended. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

3. Traffic Signal Maintenance and Operations - Agreement (PUBLIC WORKS DEPARTMENT - ENGINEERING - TRAFFIC ENGINEERING)

Summary: Staff recommends approval of the Traffic Signal Maintenance and Operations agreement to provide routine traffic signal maintenance, signal operations support, and emergency response services for County-owned and shared traffic signals located along the shared jurisdictional boundary. Staff further recommends approval to authorize the City Manager to execute amendments over the five-year term that increase the reimbursement amount payable to the City, if needed. All costs incurred by the City are fully reimbursable by Placer County, with annual reimbursement estimated not to exceed \$50,000 and a total estimated not-to-exceed amount of \$250,000 over the five-year term, unless increased through written approval by both parties. There is no fiscal impact to the City, and no General Fund resources will be used on this agreement.

CONTACT: Jerome Pastor 916-746-1352 jpastor@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-324 approving an agreement for traffic signal and maintenance and operations, by and between the City of Roseville and the County of Placer, and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. Ford F550 Truck and Equipment Purchase – Sole Source Purchase Order (PUBLIC WORKS DEPARTMENT - FLEET)

Summary: Staff recommends approval of a sole source purchase order with Envoltz, LLC for one (1) Ford F550 flatbed truck with Envoltz underground cable pulling equipment in the amount of \$330,987. A sole source purchase is necessary because the industry has transitioned to trailers, and the Electric department works in alleys and narrow areas in new construction that limits the use of a trailer. Envoltz is the sole manufacturer and distributor, and has proprietary designs and subsystems. Due to the complexity of the build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 1% of the contract price, or \$3,309.87, or the remaining portion of the approved budget (if lesser). Funding for the truck and Envoltz equipment is included in the FY2026-27 Electric Fund budget. No General Fund resources will be used.

CONTACT: Peter Brevik 916-746-1754 pbrevik@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-323 approving a sole source purchase order for a Ford F550 flatbed truck and equipment.

5. Downtown Water Mains Rehabilitation - Phase 2 Project - Professional Design Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval and award of a professional design services agreement to JLR Environmental Consulting, LLC in the amount of \$968,913 for design and engineering services during construction for the Downtown Water Mains Rehabilitation – Phase 2 Project in the Roseville Heights and Los Cerritos neighborhoods. Funding for this project is from the Water Rehabilitation Fund.

CONTACT: Keith Schmidt 916-746-1194 kjschmidt@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-325 approving a professional design services agreement, by and between the City of Roseville and JLR Environmental Consulting, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

6. C-60 School/Park Master Plan Approval (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the C-60 School/Park Master Plan. Funding for this project was approved in the FY2026-27 budget for design and will be included in the proposed

FY2027-28 budget for construction through the Neighborhood Park - Creekview Fund. Maintenance will be funded through the Creekview Community Facilities District No. 2 (Public Services). There will be no General Fund Impact.

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

The City Council will consider the recommendation to:

a. Approval of the C-60 School/Park Master Plan.

7. KT-51 Neighborhood Park Master Plan Approval (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the KT-51 Neighborhood Park Master Plan. Funding for this project was approved in the FY2026-27 budget for design and will be included in the proposed FY2027-28 budget for construction through the Neighborhood Park - Sierra Vista Fund. Maintenance will be funded by the Sierra Vista Community Facilities District No. 2 (Public Services). There will be no General Fund impact.

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

The City Council will consider the recommendation to:

a. Approval of the KT-51 Neighborhood Park Master Plan.

8. League of California Cities Annual Conference – Designation of Voting Delegate (PUBLIC AFFAIRS AND COMMUNICATIONS DEPARTMENT)

Summary: Staff recommends Council designate a voting delegate and alternate to represent the City and vote on policy resolutions during the League of California Cities General Assembly on September 25, 2026, in Anaheim, California.

CONTACT: Rob Baquera 916-746-1170 rbaquera@roseville.ca.us

The City Council will consider the recommendation to:

a. Appoint, by motion, Finance Director Scott Pettingell as the City's voting delegate and City Clerk Carmen Avalos as the alternate voting delegate to the League of California Cities General Assembly, scheduled for Friday, September 25, 2026.

9. Staffing and Salary Schedule Updates (HUMAN RESOURCES DEPARTMENT)

Summary: As part of an ongoing assessment of appropriate staffing levels to ensure a high level of service to the community, staff identified an administrative correction needed to the Fire Battalion Chief 8Hr classification salary range and recommend that the City Council approve the corrected Management A & B salary schedules. Staff also recommend approval of updates to the City allocation schedule to reflect two (2) full-time position reclassifications from Power Plant Engineer I/II to Principal Power Plant Engineer and Administrative Technician to Administrative Assistant. The fiscal impact for the remainder of Fiscal Year 2026-27 will be

\$2,669 to the Information Technology (IT) Operations Fund and \$67,717 to the Electric Fund. No budget adjustment is required at this time since both funds can absorb these increases within existing appropriations. Beyond this fiscal year, the recommended changes have an annual ongoing impact of \$3,304 to the IT Operations Fund and \$83,840 to the Electric Fund.

CONTACT: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7099 amending Ordinance No. 7047, the Salary Ordinance for Management Employees, as amended by Appendix "O" to be effective January 10, 2026, as an urgency measure; and

b. Adopt Ordinance No. 7100 amending Ordinance No. 7063, the Salary Ordinance for Management Employees, as amended by appendix "P" to be effective April 18, 2026, as an urgency measure; and

c. Motion to approve the attached Citywide allocation schedule effective September 5, 2026.

10. Asphalt Products (RFQ 10-3452) - Purchase Order (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a purchase order with Granite Construction Company, as the lowest responsive and responsible bidder for the purchase of asphalt products in response to Request for Quotations No.10-3452. The estimated total annual spend is \$1,000,000 for FY2026-27. Funding is included in the FY2026-27 budget for the Street Maintenance Division in the General Fund, Gas Tax Fund, and Highway Users Tax Fund. Funding for Environmental Utilities' Water Division is included in the Water Rehabilitation Fund budget, and funding for the Wastewater Division is included in the Wastewater Rehabilitation Fund budget.

CONTACT: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-322 approving a purchase order for asphalt products (RFQ 10-3452).

11. Response to 2025-2026 Grand Jury Report - Public Communication by Placer County Cities - Correctable Deficiencies (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends approval of the City's response to the findings and recommendations issued by the Placer County Grand Jury in its 2025-2026 Final Report regarding public communication by Placer County cities.

CONTACT: Dennis Kauffman, Michael Christensen 916-774-5313, 916-774-5325
dkauffman@roseville.ca.us, mchristensen@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-326 authorizing the Mayor to execute the response to the 2025-26 Grand Jury Final Report on behalf of the City of Roseville.

12. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the August 19, 2026 City Council Meeting.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

The City Council will consider the recommendation to:

- a. Approve minutes of the August 19, 2026 City Council Meeting.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

13. Massage Business Operating Requirements - Municipal Code Amendment (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Section 9.10.220 of Chapter 9.10 of the Roseville Municipal Code regarding massage business operating requirements. The proposed revision to Section 9.10.220 builds upon changes adopted by City Council in 2024 and 2025. Specifically, this change would reduce the authorized operating hours for massage businesses from 6:00 a.m. to 10:00 p.m., to 6:00 a.m. to 8:00 p.m. This timeframe is more aligned with the actual operating hours of the majority of the massage businesses within the City, and will also help abate issues associated with illicit massage business activity. There is no direct fiscal impact associated with the proposed ordinance, although the proposed changes may lead to higher numbers of administrative citations being issued for violations and/or more successful collection of the corresponding fines.

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

The City Council will consider the recommendation to:

- a. Introduce for first reading an ordinance amending Section 9.10.220 of the Roseville Municipal Code regarding operating requirements for massage businesses.

Senior Deputy City Attorney Travis Cochran introduced Community Services Officer Erika Broussard.

Travis Cochran made the presentation to City Council.

Lauren McLaughlin - considers massage therapists as healthcare providers and limited hours shouldn't apply to them.

Chris Elias - spoke in opposition to ordinance amendment.

Miranda Larson - spoke in opposition to ordinance amendment.

Stephanie Elias- spoke in opposition to ordinance amendment.

Motion by Councilmember Roccucci, seconded by Mayor Bernasconi, to introduce for first reading an ordinance amending Section 9.10.220 of the Roseville Municipal Code regarding operating requirements for massage businesses, making the operating hours 6:00 A.M. to 9:00 P.M. The motion passed.

Ayes: Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi
Noes: Vice Mayor Alvord, Councilmember Houdesheldt

14. Fiscal Year 2025-26 Third Quarter Report (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council receive an overview of the third quarter results, including forecasted year-end projections. The presentation will include the City's financial position through the third quarter of FY2025-26 for (1) the General Fund, (2) the enterprise operating funds, and (3) revenues for other selected funds. This report is provided in accordance with Section 7.15 of the City Charter, which governs budgetary control.

CONTACT: Nancy Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

The City Council will consider the recommendation to:

a. This is an informational item and requires no City Council action.

Finance Director Scott Pettingell introduced Budget Manager Jackie Rice who made the presentation to City Council.

No public comment received.

Item for informational only; No action required.

IX. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

City Council, when considering the matter, will take the following actions:

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.

Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

15. Downtown Development Impact Fee Credit Program and Budget Adjustment (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a Downtown Development Impact Fee Credit Program to incentivize investment and redevelopment within the Downtown Specific Plan area. The fee credit program would assist in offsetting City-controlled impact fees for eligible projects consistent with the Downtown Specific Plan. Funding for the program will come from the remaining \$126,000 of uncommitted funds in the 320 Vernon Street Sale Preparation Project in the Strategic Improvement Fund. A budget adjustment is recommended to reallocate the funds to the Downtown Development Impact Fee Credit Program.

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 26-321 approving the Downtown Development Fee Credit Program; and
- b. Adopt Ordinance No. 7102 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

Mayor Bernasconi opened the public hearing at 7:33 P.M.

Economic Development Manager Wayne Wiley introduced Economic Development Analyst Gina McColl, who made the presentation to City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:42 P.M.

Motion by Councilmember Houdesheldt, seconded by Councilmember Mendonsa, to adopt Resolution No. 26-321 approving the Downtown Development Fee Credit Program and adopt Ordinance No. 7102 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

16. CITY COUNCIL/HOUSING SUCCESSOR AGENCY - Permanent Local Housing Allocation Grant Application and Fiscal Year 2026-27 Homeless Prevention and Rapid Rehousing Funding Recommendations (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval to submit a Permanent Local Housing Allocation Plan and an application for funding administered by the State of California Department of Housing and Community Development for housing-related projects and programs. Staff also requests

approval of funding recommendations for the FY2026-27 Homeless Prevention and Rapid Rehousing Program and a budget adjustment totaling \$2,624,763 from the Low and Moderate Income Asset Fund (\$1,250,000) and Permanent Local Housing Allocation funds (\$1,374,763). The Homeless Prevention and Rapid Rehousing grant program significantly reduces instances and durations of homelessness in Roseville and has reduced costs for both the City and the community as a whole. The recommended actions do not result in any cost to the General Fund.

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Conduct a public hearing to solicit comments on the draft Permanent Local Housing Allocation Plan; and
- b. Adopt Resolution No. 26-327 adopting the Permanent Local Housing Allocation Plan and authorizing the City Manager to execute the Permanent Local Housing Allocation applications, standard agreements and other documents on behalf of the City of Roseville; and
- c. Adopt Resolution No. 26-328 approving funding recommendations and authorizing the City Manager or designee to execute grant agreements on behalf of the City of Roseville; and
- d. Adopt Ordinance No. 7101 authorizing certain amendments to the Fiscal Year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

Mayor Bernasconi opened the public hearing at 7:42 P.M.

Housing Manager Trisha Isom introduced Kristine Faelz who made the presentation to City Council.

Nick Golling, Executive Vice President, Gathering Inn - spoke in support of the item.

Cliff Haggenjos, Vice Chair, Gathering Inn - spoke in support of the item.

Mayor Bernasconi closed the public hearing at 7:56 P.M.

Motion by Vice Mayor Alvord, seconded by Councilmember Roccucci, to adopt Resolution No. 26-327 adopting the Permanent Local Housing Allocation Plan and authorizing the City Manager to execute the Permanent Local Housing Allocation applications, standard agreements and other documents on behalf of the City of Roseville; adopt Resolution No. 26-328 approving funding recommendations and authorizing the City Manager or designee to execute grant agreements on behalf of the City of Roseville; and adopt Ordinance No. 7101 authorizing certain amendments to the Fiscal Year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure. The motion passed

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

X. STAFF/COUNCIL REPORTS

Northern California Power Agency Meeting - Councilmember Roccucci reported on attendance.

Sites Reservoir Joint Power Authority Meeting - Councilmember Roccucci reported on attendance.

South Placer Wastewater Authority Meeting - Councilmember Roccucci reported on attendance.

Councilmember Mendonsa announced Law & Regulation Committee Meeting to be held September 3, 2026.

Councilmember Houdesheldt spoke on Sacramento Area Council of Governments sponsored Senate Bill 1087.

Mayor Bernasconi spoke on various community events.

XI. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 8:03 P.M., in honor of Councilmember Mendonsa's birthday.

Title:	400 Lincoln Street - Ground Lease Amendment
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval to execute an Amendment to a ground lease for continuation of public parking at 400 Lincoln Street, a privately owned parking lot, for a 14-month term with the option to extend on a month-to-month basis at a recommended lease rate of \$7,067 per month. Funding for the continuation of the lease will be from the General Fund contingency budget for FY2026-27 and will be included in the proposed FY2027-28 budget.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute a lease extension to the Ground Lease Agreement with the Property Owner for the 150 space Lincoln Street parking lot at 400 Lincoln Street, within Historic Old Town.

BACKGROUND

On January 20, 2010, the Redevelopment Agency of the City of Roseville entered into a five-year lease agreement with the Property Owner of 400 Lincoln Street. The lease included provisions for the installation of asphalt, landscaping, striping, signage, and lighting, resulting in approximately 150 new public parking spaces in the Historic Old Town commercial district. The City completed these improvements as specified in the lease.

When the original lease expired, the City entered into a new one-year lease to continue using the site for public parking, including ongoing maintenance and utility costs. In 2017, the Property Owner exercised his option to terminate the lease. However, he continued to allow public parking on the lot for businesses, employees, and residents.

In 2020, to ensure the 150-space parking lot would remain open for public use for the district's businesses, customers, and residents, the City staff engaged in discussions with the Property Owner. A new five-year lease was executed, running from July 21, 2021, to July 21, 2026, at a lease rate of \$3,500 per month plus utilities, security, and maintenance.

In April 2026, the City approached the Property Owner with an offer to extend the most recent lease. During negotiations, the Property Owner requested an increase in the lease rate to the current market rate. To determine fair market rent, the City commissioned Integra Realty Resource (IRR) to provide an opinion of market rent for the parking lot. The appraisal resulted in a suggested lease rate of \$7,067 per month. The Property Owner agreed to the recommended lease rate, but on a limited term (14 months) followed by a month-to-month basis.

Evaluation

To support businesses in the district, staff recommends extending the lease of the parking lot. As noted, the Property Owner agreed to the initial 14-month term with the option to extend on a month-to-month basis at the recommended lease rate of \$7,067 per month, with an annual 3% increase. The majority of the other conditions of the lease remain unchanged. The proposed 1st Amendment to the lease (attached) allows for the continued use of the parking lot for public use, with the City agreeing to continue paying for utilities and maintenance.

FISCAL IMPACT

Funding for the continuation of the lease will be from the General Fund contingency budget. The remainder of the lease will be included in the proposed Fiscal Year 2027-28 budget. The amount being transferred from General Fund contingency in FY2026-27 is \$84,804.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 3. Enhance economic vitality
- 6. Deliver exceptional City services

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

- 1. Resolution 26-349
- 2. 1st Amendment

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 9/8/2026
Phoebe Schueler, City Manager Department - City Manager	Approved - 9/8/2026
Melissa Anguiano, Economic Development Department	Approved - 9/9/2026
Kelly Aye, City Attorney Department	Approved - 9/9/2026
Katrina Six, City Clerk Department	Approved - 9/9/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/9/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/9/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/9/2026
Katrina Six, City Clerk Department	Final Approval - 9/9/2026

RESOLUTION NO. 26-349

APPROVING A FIRST AMENDMENT TO GROUND LEASE, BY AND BETWEEN MR. RICHARD RYAN AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Ground Lease for the property located at 400 Lincoln Street in Roseville, California, by and between a Mr. Richard Ryan 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 First Amendment to Ground Lease Agreement is hereby approved and the City Manager is hereby authorized to execute the First Amendment to Ground Lease Agreement, Memorandum of Ground Lease, in forms substantially similar to the versions considered hereby, and any other documents required to effectuate the purposes hereof as determined necessary by the City Manager, on behalf of the City of Roseville; and the City Clerk is hereby directed to record anything necessary, including a Memorandum of Ground Lease, in the Office of the County Recorder, as well as any other documents necessary to effectuate the purposes hereof.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
GROUND LEASE AGREEMENT**

400 Lincoln Street

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT is made and entered into this ____ day of _____, 2026, (“Effective Date”) by and between the City of Roseville, a municipal corporation (“LESSEE”), and Richard Ryan, an Individual (“LESSOR”); and

W I T N E S S E T H:

WHEREAS, LESSEE and LESSOR previously entered into a Ground Lease Agreement dated July 21, 2021 (“Agreement”) regarding parking lot facilities located at 400 Lincoln Street; and

WHEREAS, the term of the Agreement was for a five (5) year period commencing on July 21, 2021 and ending on July 21, 2026; and

WHEREAS, LESSOR is willing and able to extend the term of the lease for an additional 14 months from the Effective Date, then, unless terminated, continuing on a month-to-month basis, in accordance with the terms below.

NOW, THEREFORE, the parties agree as follows:

1. Term. Section 1.02 of the Agreement shall be amended to add an additional paragraph to state that the term of the Lease shall be continued for an additional 14 months then, unless terminated, continuing on a month-to-month basis, by adding the following language:

“The parties agree that commencing upon the Effective Date of the First Amendment to Agreement, the Lease shall resume and continue for an additional 14 months, unless and until terminated as provided herein, then continuing on a month-to-month basis. Either LESSOR or

LESSEE may terminate the month-to-month term of this Lease at any time by providing at least thirty (30) days prior written notice to the other party.”

2. Rent. Section 1.04 of the Agreement shall be amended to add additional paragraphs that state:

“Beginning on the Effective Date of the First Amendment to Agreement and for every month thereafter, LESSEE shall pay LESSOR seven thousand and sixty-seven dollars (\$7,067) per month for the use of the PREMISES. Annually, based on the Effective Date, that amount shall increase by three (3) percent.

The parties agree that part of the term hereof is for the period from July 21, 2026 through the Effective Date, at the rate of \$7067, but that for that period, LESSEE shall have no liability for any matters, actions, claims or otherwise arising out of that period of time for which LESSEE did not fully possess the Premises.”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect, including LESSEE’s indemnification of LESSOR pursuant to Agreement Section 6.01, except for LESSOR’s covenant not to sue described in Agreement Section 2.01.

4. Upon execution hereof, LESSEE will commence with restoring public parking signage and other obligations, including maintenance, as described in the Agreement.

5. LESSEE agrees to commit to participating in and facilitate a meeting, including a representative of the City’s Economic Development, Planning, and Public Works staff, with LESSOR within 2 weeks from LESSEE’s receipt of project proposal information from LESSOR, including identification of project team and project point of contact, identification of specific applicable grant programs, examples of similar grant award recipient projects demonstrating maximum funding received, scope of project (including unit counts, project height, etc.), but

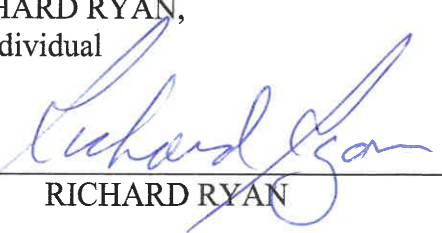
within no later than 45 days, to understand the parties' interests and the feasibility of an California Department of Housing and Community Development (HCD) 2027 Infill Infrastructure Grant - Catalytic (IIG-C) Notice of Funding Availability (NOFA) application.

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 LESSOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

RICHARD RYAN,
an individual

BY: _____
DOMINICK CASEY
City Manager

BY: 
RICHARD RYAN

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: 
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: City Clerk

Exempt from recording fees
Pursuant to Gov't Code § 27383

Space Above Line For Recorder's Use

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$0.00 CITY TRANSFER TAX IS \$0.00

This conveyance is exempt from the documentary transfer tax since the lease term is less than 35 years, R&T Code §61, 11911.

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

This Memorandum of First Amendment to Ground Lease is made and entered into this ____ day of _____ 2026, by and between RICHARD RYAN, an individual (hereinafter "Lessor"), and the CITY OF ROSEVILLE, a municipal corporation (hereinafter "Lessee"), who agree as follows:

1. Lessor leases to Lessee and Lessee leases from Lessor the real property located in the City of Roseville, County of Placer, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Premises").

2. This Memorandum is made upon all the terms and conditions of that certain unrecorded First Amendment to Ground Lease relating to the leased premises between Lessor and Lessee dated _____, 2026 (the "Lease") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The Term of the Lease shall continue on a month-to-month basis until terminated according to the terms of the Lease.

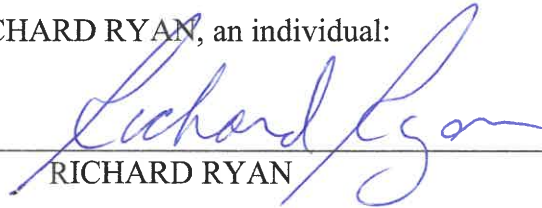
[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of First Amendment to Ground Lease, personally or by officers or agents thereunto duly authorized.

"LESSOR":

RICHARD RYAN, an individual:

By


RICHARD RYAN

[Notarization Required]

"LESSEE":

CITY OF ROSEVILLE, a municipal corporation:

By

DOMINICK CASEY
City Manager

[Notarization Required]

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 Placer)

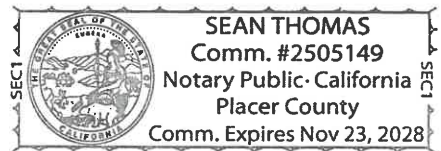
On September 5, 2026 before me, Sean Thomas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Title:	Council Discretionary Funds — Reece Booster Club/Beale Air Force Base
Contact:	Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

SUMMARY

Staff recommends City Council consider providing a \$500 sponsorship to Reece Booster Club alongside Beale Air Force Base for their upcoming Air Force Ball Event. The balance remaining in the Council Discretionary funds in the Citizens' Benefit Fund for FY2026-27 is \$17,522. There is no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council consider providing a \$500 sponsorship to Reece Booster Club for its Air Force Ball event dedicated to honoring the history and service of the United States Air Force.

BACKGROUND

Reece Booster Club/Beale Air Force Base has not requested Council discretionary funds in the past. This sponsorship funding plays a crucial role in making sure those with limited financial resources are still able to participate in this special evening event, which is meant to recognize their dedication and service.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings to the Citizens' Benefit Fund per section 4.06.040 of the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary funds for FY2026-27 is \$17,522. There is 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 award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Amy Ruiz, Executive Assistant

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Air Force Ball

REVIEWERS:

Katrina Six, City Clerk Department
Amy Ruiz, City Manager Department - City Manager
Dennis Kauffman, City Manager Department - Assistant City Manager
Kelly Aye, City Attorney Department
Katrina Six, City Clerk Department
Michelle Sheidenberger, City Attorney Department

Created/Initiated - 9/8/2026
Approved - 9/8/2026
Approved - 9/8/2026
Approved - 9/9/2026
Approved - 9/9/2026
Final Approval - 9/9/2026

EST. 1947

★ SPECIAL EDITION ★

U.S. AIR FORCE



The Times



★ ★ ★

Integrity First

★ ★ ★

Service Before Self



Childcare

(Registration closes
September 16th)

Child Development Center	
Age	6 weeks - 5 years
Cost per Child	\$40
Call to reserve	(530) 634-4717

BEALE AIR FORCE BASE HOSTS 79TH AIR FORCE BALL

The 79th Air Force Ball, themed 'The Times', invites you to take a step back in time to iconic moments in Beale's history as we celebrate the 250th birthday of the United States of America.

September 18th, 2026
Hard Rock Live
3317 Forty Mile Rd
Wheatland, CA 95692

Schedule of Events

1800: Social Hour
Event Start
Dinner Service
Host Opening Remarks
Dance Floor Open

Excellence In All We Do



Photography

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Wheatland, CA 95692

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nber 16th)

mpment Center

6 weeks - 5 years

\$40

(530) 634-4717

Center

6 years - 12 years

\$30

(530) 634-4953

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Schedule of Events

1800: Social Hour
Event Start
Dinner Service
Host Opening Remarks
Dance Floor Open

30 : 06 : 03 : 24

DAYS

HOURS

MINUTES

SECONDS

[Purchase Tickets Here!](#)

Tier	Eligibility	Price
1	E-4 / GS-4 / W-5 and below	\$30
2	E-5 & E-6 / GS-5 to GS-6 / O-1 to O-3 / W-6 to W-10	\$45
3	E-7 to E-9 / GS-7 to GS-15 / O-4 & O-5 / W-11 to W-15	\$75
4	O-6+ / W-16 / Community Partners	\$115



Photogr

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Ticket Price

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Professional Pt
Exclusive Chal



Ruiz, Amy

From: Casey, Dominick
Sent: Tuesday, August 18, 2026 6:32 PM
To: Ruiz, Amy
Subject: Fw: Request for support of our Beale AFB Airman

Can we put this in the form of a council discretionary request? Then ask the council if they support it..... like we Get [Outlook for iOS](#)

From: Paul Joiner <pdjoiner@mac.com>
Sent: Tuesday, 18 August 2026 12:59:03
To: Richard Pearl <richard.pearl@lincolnca.gov>; Sean Scully <sean.scully@lincolnca.gov>; david.Bass@rocklin.ca.us <david.Ba Zimmermann <alyz@rocklin.ca.us>; Bernasconi, Krista <KBernasconi@roseville.ca.us>; Casey, Dominick <DCasey@roseville.ca. <slandon@placer.ca.gov>; dchatigny@placer.ca.gov <dchatigny@placer.ca.gov>
Subject: Request for support of our Beale AFB Airman

External: This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments, or ta

This is the first time you received an email from this sender (pdjoiner@mac.com). Exercise caution when clicking links, opening attachmen

Friends,

I'm reaching out to ask Lincoln, Rocklin, Roseville and Placer County to join together and provide the remaining \$3,300 needed to allow additional Beale ai think a combined regional sponsorship—would make a meaningful statement of support from the communities they call home.

Contributions can be made here: Air Force Ball Link: <https://BealeAFBall2026.com/>

Direct Donation Link: <https://buy.stripe.com/8x28wRcqCeA23i0bEE57W00>

Email: bealeairforceballcommittee@gmail.com

Tax-Exempt Entity: Reece Booster Club 501(c)(3)

Tax ID/EIN: [32-0843693](#)

We all know how important Beale Air Force Base is to our region and how much they do for our communities. Many of its airmen and their families live in our churches and send their children to our schools. They aren't simply stationed nearby; they're our neighbors.

The Air Force Ball honors the history and service of the United States Air Force, but the cost can put attendance beyond the reach of some younger enlisted ; that those with the least ability to pay can still take part in an evening intended to recognize their service.

Having worked with many of you over the years, I know how strongly our communities support the men and women of Beale. As a former Lincoln mayor and Commander at Beale, I believe a united contribution from our cities and county would mean a great deal to these airmen and demonstrate that our entire regi

I hope you'll consider helping us close this final \$3,300 gap. Thank you.

Paul Joiner
Former Mayor and Councilmember, City of Lincoln
Honorary Commander, Beale Air Force Base

Sent from my iPad



City Council Communication

Meeting Date: 9/16/2026
Item #: VII.31
File #: 0102-16
Item ID: 2026-795

Title:	Council Discretionary Funds - The Gathering Inn
Contact:	Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

SUMMARY

Staff recommends City Council consider providing sponsorship to The Gathering Inn for their annual Gathering for Hope Event. This year's event will take place on November 6, 2026, at the Rocklin Event Center. The City has funded prior events in the amount of \$3,000. The balance in the Council Discretionary funds in the Citizens' Benefit Fund for FY2026-27 is \$17,522. There is no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends Council consider providing sponsorship to The Gathering Inn from Council Discretionary Funds for the annual Gathering for Hope 2026 event. The City has funded prior events in the amount of \$3,000.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings to the Citizens' Benefit Fund per section 4.06.040 of the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2026-27 is \$17,522. There is 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. Approval of discretionary funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Amy Ruiz, Executive Assistant

Carmen Avalos, City Clerk

ATTACHMENTS:

1. The Gathering Inn 2026

REVIEWERS:

Katrina Six, City Clerk Department

Amy Ruiz, City Manager Department - City Manager

Dennis Kauffman, City Manager Department - Assistant City Manager

Michelle Sheidenberger, City Attorney Department

Created/Initiated - 9/8/2026

Approved - 9/8/2026

Approved - 9/8/2026

Final Approval - 9/8/2026

Ruiz, Amy

From: Casey, Dominick
Sent: Wednesday, June 17, 2026 6:25 AM
To: Ruiz, Amy
Subject: Fw: Gathering for Hope event November 6, 2026

Thanks, Amy.

Get [Outlook for iOS](#)

From: Keith Diederich <keith@thegatheringinn.com>
Sent: Wednesday, June 17, 2026 6:20 AM
To: Casey, Dominick <DCasey@roseville.ca.us>
Subject: Gathering for Hope event November 6, 2026

External: This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments, or taking further action.

Hello Dom,

I hope you are doing well. As the new fiscal year for the City of Roseville approaches, I wanted to follow up and formally submit our request for the city to sponsor this year's **Gathering for Hope** event at the **Major Sponsor level of \$5,000**.

As you know, the City of Roseville has been a valued sponsor of this event since it began in 2018, and we are hopeful the city will continue its support again this year. That partnership has been deeply meaningful to us and reflects Roseville's commitment to caring for some of our community's most vulnerable residents.

This year's event carries special significance as we will be honoring Daniel Hahn as the **Leo and Eileen French Spirit of Hope Award** recipient. Given Chief Hahn's tremendous impact on the City of Roseville during his tenure as Police Chief, it would be especially meaningful to have the city participate in recognizing and honoring his legacy.

Please let me know what we need to do on our end to help facilitate this request or move the process forward. I would be happy to provide any additional information, documentation, or attend any meetings if helpful.

[2026 Gathering for Hope Sponsorships](#)

Thank you, Dom, for your continued partnership.

Keith

Title:	Community Development Block Grant 2025 Consolidated Annual Performance and Evaluation Report
Contact:	Danielle Calli 916-774-5277 doconnell@roseville.ca.us

SUMMARY

Staff recommends approval of the 2025 Program Year Consolidated Annual Performance and Evaluation Report and authorize the City Manager to execute necessary documents and certifications on behalf of the City for submittal to the U.S. Department of Housing & Urban Development. As an entitlement jurisdiction, the City receives federal Community Development Block Grant funds. The grant is used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public comment on the City of Roseville 2025 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt a resolution approving the 2025 Program Year CAPER and authorizing the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development.

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City of Roseville is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward the goals identified in the 2025–2029 Consolidated Plan/Five-Year Strategic Plan. The 2025 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2025 to June 30, 2026, the first year of the five-year 2025-2029 Consolidated Planning period. The CAPER is a requirement of CDBG funding and must be submitted to HUD within 90 days of the completion of the CDBG program year (see Attachment 1). The City received an entitlement allocation of \$701,373 in CDBG funds for the 2025 Program Year.

During the 2025 program year, CDBG funds totaling \$236,581.23 benefited two low-income Roseville households through housing rehabilitation programs and 834 low-income individuals through public services, homeless shelter, and homeless prevention services. These funds also supported Housing Division administrative costs associated with the management and implementation of these programs.

During the COVID-19 pandemic, the City received two allocations of CDBG-CV funding to prevent, prepare for, and respond to the coronavirus. In the 2025-26 program year, 184 individuals received assistance through CDBG-CV public service programs, with \$12,144.33 expended during the program year.

The table below lists the individual activities funded by CDBG exclusively, including the amount expended

and number of beneficiaries assisted during Fiscal Year 2025-26.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	15,494.37	2
Subtotal Housing	15,494.37	2
AMI Housing - Homeless Housing Assistance	25,000.00	15
Saint Vincent de Paul Society -Food Locker	12,500.00	60
Seniors First - Meals on Wheels	15,000.00	44
Saint Vincent de Paul Society - BAGS Home Delivery Program	17,500.00	72
Project Sentinel - Fair Housing Services	16,000.00	63
Stand Up Placer - Mental Health and Safety Services for Roseville Victims	18,750.00	580
Subtotal Public Services (15% cap)	104,750.00	834
Program Administration <i>= 18% of annual award and program income</i>	116,336.86	
Subtotal Administration (20% cap)	116,336.86	
GRAND TOTAL	\$ 236,581.23	836
	-	-
Balance of Prior Year Awards	435,075.34	
2025-26 Annual Award	701,373.00	
2025-26 Program Income Received	128,718.64	

This table lists the activities funded by the CDBG-CV funds expended during Fiscal Year 2025-26.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Home Start and Mazanita Place COVID Prevention	6,133.97	184
Subtotal CV Programs	6,133.97	184
CV3 - Admin	6,010.36	
Subtotal Administration	6,010.36	
GRAND TOTAL	\$ 12,144.33	184

The draft CAPER document is provided with this report, and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;
- a description of the resources made available towards goals;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions in the Five-Year Strategic Plan and Annual Action Plan.

The CAPER is available for public review during a 15-day public comment period that began on August 29, 2026, and ends at the conclusion of this public hearing on September 16, 2026, prior to the submission deadline. Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. The grant is used to offset potential costs to the General Fund and to serve the community. This item does not impact 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 2025 CDBG CAPER annual performance and evaluation report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Danielle Calli, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. City of Roseville 2025 Draft CAPER
2. Resolution 26-332

REVIEWERS:

Danielle Calli, Economic Development Department - Housing	Created/Initiated - 8/27/2026
Trisha Isom, Economic Development Department - Housing	Approved - 8/27/2026
Melissa Anguiano, Economic Development Department	Approved - 8/28/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE PLAN**

2025 CAPER



**ECONOMIC DEVELOPMENT DEPARTMENT
HOUSING DIVISION
316 VERNON STREET STE. 150
ROSEVILLE, CA 9567**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2025 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2025 to June 30, 2026, the first year of the five-year 2025-2029 Consolidated Planning period. The City of Roseville received an entitlement allocation of \$701,373 in Community Development Block Grant (CDBG) funds for the 2025 Program Year (PY). The City also received \$128,718.64 in program income, carried over \$435,075.34 for a total program budget of \$1,265,166.98. The City expended \$248,725.56 leaving a balance of \$1,016,441.42.

Over the last year, the Housing Division has assisted 834 low-income persons, and two low-income households through the use of CDBG and other housing and community development funds.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 797 households with \$10,982,178 in rental subsidies. This includes regular, NED, VASH, Mainstream, Emergency Housing, Foster Youth Initiative, and Project-Based vouchers.

In the 2025 PY, CDBG has benefitted lower-income households in Roseville through housing rehabilitation, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2025 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

CARES Act – CDBG-CV1 and CDBG-CV3

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City would receive \$417,412 of CARES Act CDBG funds, known as CDBG-CV1; on September 11, 2020, the City received notification that it would receive \$795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3). These funds were required to be used to prevent, prepare for and respond to COVID-19. A total of three substantial amendments were submitted to the 2019 Annual Action Plan to allocate the CV funds.

Programs implemented and completed with Round 1 of CV funding (CDBG-CV1) included:

- The Small Business Loan program: \$501,585 expended of CV1 and CV3 funds (plus \$204,070 Entitlement and prior year carryover funds). The CDBG-CV Small Business Loan program assisted small businesses with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic. The City's Small Business Loan program assisted 23 local business owners with the creation of 58 jobs, and 187 jobs retained.
- The Gathering Inn Shelter-in-Place program: \$31,632.19 expended. The Shelter-In-Place program provided homeless individuals shelter at their facility as well as St. John's church due to COVID-19. The second site allowed for appropriate social distancing for the homeless individuals staying at the shelter. Forty-one homeless individuals were assisted over a two month period. This program was completed and reported on in the 2020 CAPER.

Two Notification of Funding Availability (NOFA) notices were released to allocate CDBG-CV3 funds. Programs implemented with CDBG-CV3 funds included:

- Project Roomkey funding support: \$24,000 awarded, fully expended. The program housed approximately 60 previously homeless residents at a local hotel, in order to provide a safe and isolated environment due to COVID-19. CDBG-CV3 funds were provided to Placer County towards Project Roomkey for a total of three months. This program was completed and reported on in the 2021 CAPER; a total of 102 beneficiaries were served.
- AMI Housing Emergency Rental Assistance program: \$450,000 awarded, \$449,995.60 expended. The emergency

rental assistance program provided funding for rent and back rent to help prevent homelessness and potential evictions, while also providing families with stability during an uncertain time. Funding for this program is now completed with a total of 242 beneficiaries served.

- Placer County Office of Education After-School Care for Homeless Students program: \$50,000 awarded, \$46,701.03 expended. District staff relayed that students who fall under the McKinney Vento Act (homeless or in Foster Care) required several services due to COVID-19. These services included the provision of safe, free, and consistent childcare where COVID precautions are being taken, while also supporting families who were impacted by COVID with navigating social services and assisting with accessing permanent housing. Funding for this program was completed and reported on in the 2022 CAPER; a total of 60 beneficiaries were served.
- Project Sentinel's Fair Housing Services program: \$50,000 awarded, fully expended. The Fair Housing Services provider has assisted Roseville residents with comprehensive fair housing services including investigation, counseling and legal referrals for victims of housing discrimination, along with community education and outreach regarding fair housing law and practices. The housing counseling agency has played a role in reducing and preventing evictions by providing Roseville residents with information on tenant rights and fair housing issues. Funding for this program was completed and reported on in the 2022 CAPER; a total of 112 beneficiaries were served.
- KidsFirst Rent/Mortgage and Utility Assistance program: \$50,000 awarded, \$49,592.43 expended. The KidsFirst's Rental/Mortgage and Utility Assistance Program provided emergency housing/shelter and utility supports for clients affected by COVID-19 impacts, such as job loss and employment reduction. KidsFirst was able to provide rental/mortgage and/or utility assistance to 28 Roseville households. 28 low-income Roseville clients, most at or below 30% AMI and from single-parent households, were able to keep their lights on and avoid eviction. Funding for this program was completed and reported on in the 2022 CAPER; a total of 60 beneficiaries were served.

In April 2025, the City issued a Request for Proposals (RFP) to distribute remaining CDBG-CV funds. Volunteers of America (VOA) was awarded \$15,000, of which \$8,866 was expended. The funding was used to purchase sanitizing supplies—such as disinfecting chemicals, personal protective equipment (PPE), and other necessary materials—to reduce health risks for the vulnerable populations served by these programs. In addition to using these supplies within the facilities, VOA distributed sanitizing products to individual households and contracted with a janitorial service to conduct

monthly deep-cleaning at both program sites. These efforts were aimed at reducing the risk of COVID-19 transmission at Home Start and Manzanita Place. A total of 184 beneficiaries received assistance.

HUD's original deadline to spend 80% of CDBG-CV1 and CDBG-CV3 funds within three years of receipt (August 24, 2023) was revised to require that 100% of the funds be spent by August 2026 and final spending and accomplishments data reported to HUD by November 2026. At the time of this report's preparation, the City has expended \$1,204,266.97 (99%) of CV funds and anticipates being on track to meet this goal.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

The below table is still in progress will be finalized in the final submittal to HUD.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Homelessness	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	300					
Addressing Homelessness	Homelessness	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	210					

Development of Affordable Rental Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Units	30					
Development of Affordable Rental Housing	Homelessness	CDBG: \$	Rental units constructed	Household Housing Units	5					
Provision of Services for Low-Mod Income Persons	Homeless	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Persons assisted	5000					
Provision of Services for Low-Mod Income Persons	Non-Homeless	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Persons assisted	5000					

Provision of Services for Low-Mod Income Persons	Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Persons assisted	5000					
Provide Fair Housing Services	Fair Housing	CDBG: \$	Fair Housing Services	Persons assisted	250					
Rehabilitation of Owner-Occupied Housing	Affordable Housing	CDBG: \$	Maintain Existing Homeownership Housing Stock	Household Housing Unit	24					
Infrastructure Accessibility Improvements	Non-Housing Community Development	CDBG: \$	Infrastructure and Public Facilities	Persons assisted	1870					

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address priority needs in PY 2025, while also continuing to address the coronavirus pandemic, which was a high priority need.

The City improved two housing units using CDBG, addressing moderate to substantial rehabilitation needs. These housing units, occupied by

low- income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 834 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2025 PY. During the 2025 PY the City:

- Continued to strengthen its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing and increase program efficiencies and outcomes.
- Continued to participate in the Governance Committee of the “Homeless Resource Council of the Sierras” (HRCS) for the Nevada-Placer Joint Applicant and led efforts for the Placer County Continuum of Care (CoC) in its planning process on ending homelessness and efforts to improve systems through its Built for Zero policy consortium membership. HRCS and the CoC are collaborative associations of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.
- Participated in the Point in Time Count of homeless individuals throughout Placer County, including the City of Roseville This was in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.
- Continued the City’s partnership with Project Sentinel to provide fair housing services to residents of Roseville. Project Sentinel hosted outreach events, opened housing discrimination cases, and responded to calls from residents regarding fair housing rights.
- Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and veterans.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

The below table is still in progress will be finalized in the final submittal to HUD.

	CDBG
White	
Black or African American	
Asian	
American Indian or American Native	
Native Hawaiian or Other Pacific Islander	
American Indian/Alaskan Native & White	
Amer. Indian/Alaskan Native & Black/African Amer	
Other multiracial	
Total	
Hispanic	
Not Hispanic	

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Race and ethnicity data is collected from all subrecipients who receive CDBG funding and provide a direct service to low/moderate income persons. Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, and households served during the program year based on accomplishment data from all CDBG activities reported in HUD's Integrated Disbursement and Information System (IDIS). Table 2 aggregates the beneficiaries served with both Entitlement as well as CV funds.

Race and origin data from the 2020 Census indicates that 16.28% of Roseville residents identify as Hispanic. Approximately 19% of beneficiaries served with 2025 PY CDBG entitlement funds were Hispanic.

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City.

Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services.

Activities such as infrastructure improvements are targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. The City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,265,166.98	\$248,725.56

Table 3 - Resources Made Available

Narrative

Roseville is an “exception grantee” under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

The City of Roseville was awarded \$701,373 in PY 2025. Total resources available, including unallocated prior year funds of \$435,075.34 and program income received of \$128,718.64 brought the total funding available to \$1,265,166.98. Currently, the City has expended \$248,725.56 in PY 2025. The unexpended balance to be carried over totals \$1,016,441.42.

CDBG-CV: The City of Roseville received a total of \$1,213,133 in CDBG-CV funds (\$417,412 from CV1 and \$795,721 from CV3). Of this amount, \$1,204,266.97 has been expended (99%), leaving an unexpended balance of \$8,866.03.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2016-2020 American Community Survey (ACS) data collected by HUD, the City’s “upper quartile” for 2025 was 38.7%.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the program year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low- Moderate Income Housing Funds, Local Housing Trust Funds, Permanent Local Housing Allocation funds, Low- income Housing Tax Credits, Tax Exempt Bond financing, State Housing-Related Parks Program Funds, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds and must compete to receive State-administered HOME funds. The City was last awarded \$1M in 2014 from State HOME funds. This grant funded a First Time Homebuyer Program that ended in 2017 once all funding was expended. Through repayment of previous HOME loans, the City has accumulated sufficient HOME program income to provide a \$1.5 million gap financing loan for a Homekey project in Roseville that provides permanent supportive housing for 82 households transitioning directly from homelessness.

Supports

The City of Roseville owned land at 120 Pacific Street that was sold to St. Anton and was developed as an 80 unit affordable rental project known as Junction Crossing Apartments in 2024. Junction Crossing is located in a moderate resource area of the City, and now provides studio and one-bedroom apartments with rent affordable to extremely low to low-income households. The development is one of the City of Roseville's pre-design projects and addresses the City's community development priorities as outlined in the Downtown Specific Plan, as well as local need for affordable housing that serves small 1-2 person households.

The City's Housing Element notes that existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. As noted, the City's segregation pattern is low and therefore this evaluation is focused on whether the lower-income inventory is spread throughout the community (not concentrated in particular areas). Deed-restricted affordable housing and high-density housing is distributed throughout the city. Housing capacity at varying levels of affordability is distributed evenly, and is not segregated. Additionally, the City's existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. To address fair housing issues in disadvantaged community areas, the City is focusing supportive and assertive programs to these areas and also increasing housing opportunities within high opportunity areas of the City.

The City of Roseville owns land at 505 Royer Street and released an RFP in 2025 to sell the land to a developer that proposes a project that will address the City's community development priorities as outlined in the Downtown Specific Plan. The Economic Development Department is working with an Affordable Housing Developer on a possible future project at this site.

In the 2025-26 program year, the City provided \$529,655 to support Homeless Prevention and Rapid Rehousing (HPRR) services. Of this amount, \$250,000 was provided from former Redevelopment Low and Moderate Income Housing Asset funds (Low/Mod), while the remaining \$279,655 came from State of California Permanent Local Housing Allocation (PLHA). These resources were awarded to four local collaborative nonprofit organizations and are being used to prevent homelessness by assisting households with expenses such as utility bills, healthcare costs, car repair, and eviction prevention. Funds are also available to help households experiencing homelessness secure housing by covering costs such as security deposits, application fees, and other related expenses. In addition, HPRR funds support job-search assistance and food assistance.

A total of 626 individuals benefited from HPRR funds during the 2025-26 program year. Among those served were 32 seniors, 16 veterans, 311 persons with disabilities, 200 with minor(s) in the household, and 67 Transition Age Youth (TAY).

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

The below table is still in progress will be finalized in the final submittal to HUD.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units		
Number of Non-Homeless households to be provided affordable housing units		
Number of Special-Needs households to be provided affordable housing units		
Total		

Table 5 – Number of Households

The below table is still in progress will be finalized in the final submittal to HUD.

	One-Year Goal	Actual
Number of households supported through Rental Assistance		
Number of households supported through The Production of New Units		
Number of households supported through Rehab of Existing Units		
Number of households supported through Acquisition of Existing Units		
Total		

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded its goals for the production of affordable housing.

The 2025 Action Plan included a project to support the development of affordable rental and transitional housing for low-income households. The goal was to assist developers through the acquisition of property for new housing development, acquisition and rehabilitation of existing housing, or infrastructure improvements supporting housing development. The project supported the affordable rental housing goal identified in the Consolidated Plan and was expected to assist in the development of seven affordable housing units for low- and moderate-income households.

The intended goal was not achieved during the program year. The City released a Notice of Funding Availability (NOFA) three times; however, it did not receive any applications that could be funded under the program. As a result, no affordable housing units were assisted through this project during the program year. The primary problem encountered was the lack of eligible, fundable applications despite multiple funding opportunities.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the Owner-Occupied Housing Rehabilitation Program to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five-Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

The below table is still in progress will be finalized in the final submittal to HUD.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income		
Low-income		
Moderate-income		
Total		

Table 7 – Number of Households Served

Narrative Information

Extremely low-income and low-income renter households are served through local homeless prevention programs, funded by State Permanent Local Housing Allocation Funds, to prevent loss of housing. Housing Choice Vouchers and local affordable housing opportunities are also provided to extremely low-income and low-income renter households.

Low-income homeowners are served through local assistance programs as well. Energy efficiency programs are available through Project GO and Roseville Electric. Roseville Electric recently increased the maximum income requirements for their energy assistance program which allows more households to qualify for this important resource.

Maintenance/habitability programming is available through the Roseville Owner Occupied Rehabilitation (OOR) Program. Low-income homeowners are served through Roseville's OOR program and local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans at 0% interest.

Moderate-income renters are supported through locally required inclusionary housing as well as tax-credit-funded developments. In 2025, five new communities—The Crawford, Crescent, Cirby Creek, Pleasant Grove, and Terracina at Winding Creek apartments—opened and expanded the affordable options available to this group.

Middle income renters are served through the local rental housing market.

Middle income owners are served through the local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

“WORST-CASE NEEDS”: Worst case housing needs are defined as low-income renter households who pay more than half their income toward rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. The City of Roseville served the worst-case needs in PY 2025 by providing the following:

Very Low-Income Renters Overpaying (more than 50% of income towards rent) are served through the Housing Choice Voucher program, particularly through the Small Area Fair Market Rents (SAFMR) that Roseville adopted in February 2018 and updates annually. The SAFMR were adopted to update local payment standards to better align with rents by zip code. These households are also served by local

homeless prevention funding from the City to reduce potential risk of homelessness. The continued development of new affordable rental units and rental housing opportunities overall are also aimed at the goal of reducing incidents of overpayment within Roseville.

To address substandard housing, the Housing Choice Voucher program and the housing rehabilitation programs ensured that housing met Housing Quality Standards (HQS), State Standards and/or local standards for decent, safe and sanitary housing.

Homeless individuals are served through coordinated efforts of the Roseville Homeless Response Team within the Placer County Continuum of Care. In addition to Homeless Prevention and Rapid Rehousing funding that is provided by the City, Roseville Housing Authority administers 31 Emergency Housing Vouchers, 100 VASH vouchers, 20 Foster Youth Initiative vouchers and 43 Mainstream vouchers to address the needs of homeless individuals. Additional services and coordination are provided through the Coordinated Entry System and local collaboration on the By Name List.

Persons with Disabilities are served through reasonable accommodations in all of the City's programs. Additionally, persons with disabilities receive a preference under the City's Housing Choice Voucher program, and are assisted by the Roseville Owner Occupied Rehabilitation Program and local agencies, including: AMI Housing, Seniors First, Placer Independent Resource Services (PIRS), and Project Go.

Involuntarily Displaced: During the reporting period, there was no involuntary displacement through the City's programs.

The Roseville Housing Authority (RHA) reported a total of 842 vouchers during the 2025 program year. This includes HCV vouchers and specialty vouchers EHV, NED, VASH, FYI and Mainstream.

Through the HCV program, 643 households in Roseville and 154 households in Rocklin were supported through rental assistance.

During the 2025 PY, RHA paid \$9,000 in owner incentives and added 9 new landlords to the HCV program. Roseville Housing Authority's Landlord Incentive Program is designed to encourage new private landlords to participate in the Housing Choice Voucher Program and create more available units for all voucher holders. Qualifying property owners receive a one-time \$1,000 payment each time they enter into a lease and contract with a Housing Choice Voucher holder.

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

Roseville's low rental vacancy rate reflects continued strong demand for housing relative to available supply. While housing production has increased in recent years, limited rental availability and rising rents continue to constrain housing affordability, particularly for lower- and moderate-income households.

Affordable housing developers continue to face challenges securing sufficient funding sources to make new affordable housing units financially feasible. Although the City has access to a variety of funding sources, available resources are limited relative to the significant cost of affordable housing development. The City is therefore challenged to provide sufficient local financial assistance to support the production of new affordable housing units. These challenges are further compounded by high construction and financing costs, which increase the amount of subsidy needed to develop affordable housing.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are experiencing homelessness:

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clinicians and clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses The Gathering Inn Mid Placer Shelter in Auburn. The Gathering Inn South Placer has a weekly health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: In 2016, the Police Department created the Social Services Unit (SSU). The SSU completes regular outreach and interaction with the local unsheltered population. Through this unit, local County Housing Coordinators, and Roseville Housing staff refer individuals who are homeless or at-risk of homelessness to appropriate services and housing options within the Continuum of Care. These efforts are further augmented through a City-County outreach partnership that utilizes a homeless outreach worker position for South Placer and City efforts towards its own outreach worker.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff led the 2026 Point in Time Count efforts throughout South Placer and achieved great success in scheduling training and events for data collection and conducting outreach to individuals otherwise unreachable for the Point In Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided by The Gathering Inn, who coordinates with local churches to provide dinner, overnight accommodation, and a light breakfast. This shelter serves 60-90 individuals each evening. Additionally, Volunteers of America's Home Start program, AMI Housing, and Stand Up Placer provide emergency beds and transitional housing programs throughout Roseville addressing the needs of families, people with mental and behavioral health needs, and who are fleeing domestic violence.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS) and the Roseville/Rocklin/Placer County Continuum of Care (CA 515). The priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. In total throughout the county there are 348 emergency and transitional beds, of which 47 are solely for people fleeing domestic violence and administered by Acres of Hope, Sierra Community House, and Stand Up Placer. The 301 remaining beds are administered by AMI Housing, The Gathering Inn, Volunteers of America, Placer County Adult System of Care, Unity Care, and Victory Village.

Emergency hotel vouchers are available for short-term and extreme circumstances.

The need for permanent supportive housing, transitional beds, mental and behavioral health services, substance use treatment, and hygiene and medical exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless.

The City of Roseville Housing Division participates in discussions with local hospital staff and Placer County probation staff on improved discharge and services planning for existing inmates, including a specific focus on persons with a history of homelessness, mental and behavioral health needs. The Continuum of Care has implemented a Coordinated Entry System through a central phone line, 211 and is working to increase its use by people existing hospitals and jails to homelessness as a means for planning their housing options proactively. Services staff at the hospitals and jail ensure the use of 211 as part of and prior to discharge planning.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: The City of Roseville Social Services Unit, Placer County's Homeless Liaison Team, The Gathering Inn, AMI Housing, and managed care plan Kaiser Permanente provide outreach to connect people with services to get them housed.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with AMI Housing to provide hotel vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning for the housing needs of special populations, the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations and AMI Housing's Sun Rose Apartments provides 82 studio units of permanent supportive housing for individuals and small households coming directly from homelessness. The local housing authorities have also secured and are utilizing VASH Vouchers, Mainstream Vouchers, Emergency Vouchers and Foster Youth to Independence Vouchers to serve individuals and families who are homeless or at risk of homelessness. These vouchers have been successful in getting Veterans, families, chronically homeless individuals, and transitional age youth (TAY) permanently housed. When additional vouchers are available, Roseville Housing Authority applies for vouchers to serve individuals and families who are homeless.

Coordinated Services: Domestic violence, substance use, mental, behavioral, and physical disabilities can all contribute to individual and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The City participates in the Built for Zero effort and leads regular meetings with social service providers and social workers to address barriers to housing of each person on the By Name List.

Unaccompanied youth: With the support of Placer County, community-based, non-profit, multi-service youth and family development agency Unity Care provides educational and social programs for at-risk youth and their families and offers the Transition to Independence Process (TIP) program for people ages 14-24 who are experiencing emotional, behavioral, or other challenges. Youth receive assistance to make a successful transition into adulthood. The CoC also staffs a group called the Transition Aged Youth Housing Collaborative to provide housing assistance for transition age youth who are homeless or at imminent risk of homelessness. The focus of the collaborative is to work with local providers to offer TAY the support and services they need.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority has earned a High Performer rating for twenty-one consecutive years.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As of the first year of the five-year plan, there are currently approximately 1,700 affordable units (designated for very low- and low-income persons) in the entitlement phase for future production within the next one to four years. There are another 950 affordable units currently under construction that will provide housing within the next 12 to 24 months. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

The Density Bonus Program provides for a minimum 20% to a maximum 50% density bonus in the maximum number of dwelling units, in addition to incentives and/or concessions. The concessions and/or incentives may include reduction in zoning standards, development standards, design requirements, mixed-use zoning, financial assistance, or any other incentive that would reduce costs of the developer.

City Council approved the Douglas Boulevard/Harding Boulevard Corridor Plan which includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The new Commercial Corridor Plan Specific Plan established mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City added capacity for a minimum of 600 lower-income residential units, which represents both the total and realistic capacity.

The City has a ministerial approval process, called Objective Design Standards (ODS) for affordable housing projects which meet specified criteria. The streamlined approval process is an opt-in program for developers who must request streamlined ministerial approval at the time of application to the City. To qualify, the developer must agree to enter into an affordable housing agreement with the City ensuring a minimum of 20% of the units will be affordable to low, very low, or extremely low income households. A qualifying project may opt to be reviewed for conformity with the City's ODS through the ministerial Building Permit process in lieu of the City's discretionary Design Review Permit process. The ODS program has been used to approve ten affordable housing projects since its inception in 2021 allowing the development of over 2,000 units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2025 PY the City provided funding for the following activities that addressed priority special needs populations:

- AMI Housing provided case management, vouchers and other support services to individuals with mental illness.
- Seniors First Meals on Wheels and Saint Vincent de Paul Society's BAGS program offered nutrition for seniors and disabled persons.
- St. Vincent de Paul Food Locker program offers a weekly drive-thru grocery distribution program to provide supplemental food for individuals and families.
- Stand Up Placer provided crisis-based services to Roseville victims of domestic violence, sexual assault, and human trafficking.
- The rehabilitation of owner-occupied housing was addressed through the City's Owner Occupied Housing Rehabilitation program. These projects helped maintain the affordable housing stock in the City.

The Roseville Housing Authority distributes a quarterly newsletter which is disbursed to various agencies and participants and also kept in the Housing Division lobby. The newsletter provides a variety of resources available to City residents. For example, the newsletter advertises the Affordable Connectivity Program through the FCC, which is a program to assist low-income households with broadband service to provide high speed connectivity they need for work, school, and healthcare. The newsletter also promotes the City's Fair Housing Services provider, Project Sentinel, along with a variety of other resources to assist Roseville residents.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) and HOME funds are set aside to offer these grants; under the Housing Rehabilitation Program, grants are provided for all actual costs of lead-based paint evaluation and reduction activities.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2025 PY the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.
- RHA frequently posts available jobs, job fairs, training and educational opportunities to the Housing Authority's Facebook page as well as notifying participants by email.
- The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City displays its Fair Housing Banner in a prominent location within the Housing Division office, as well as at functions throughout the year where the City is represented. The banner reads, “Fair Housing is Everyone’s Right” in both English and Spanish and includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division supervisory staff continue to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Staff regularly receives Fair Housing and diversity training. Housing staff attended Fair Housing Training presented by Project Sentinel in April 2026.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and work cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

The Roseville Housing Authority continues to request and receive VASH, Mainstream and Project- based vouchers. During the 2025 PY, the Housing Authority was awarded 15 VASH vouchers, which serve veterans who are homeless or at risk of homelessness.

The 2020 Analysis of Impediments to Fair Housing Choice, or AI, was conducted as a joint effort for the Sacramento Valley region, including Roseville. According to the AI, Roseville is one of several cities in the region where residents are most likely to have access to economically strong neighborhoods.

Additionally, residents of Roseville are one of several cities in the region where residents are most likely to have access to proficient schools. Survey results found that residents living in Roseville tended to rate each healthy neighborhood indicator (ease of getting to the places they want to go using their preferred transportation option, convenient access to grocery stores, job opportunities, and health care facilities, and park and recreation facilities of similar quality to other neighborhoods) higher than the regional average. Various recommendations for the City were identified in the AI adopted in 2020, including: expanding affordable rental opportunities; increasing homeownership among under-represented groups; and focusing on a range of equity issues.

In order to address these recommendations, the City has:

- Worked to expand equity in access to economic opportunity: One of the strategies in the AI to address fair housing barriers included the goal to expand equity in access to economic opportunity. In order to address this goal, the City has partnered with Placer County Adult System of Care (ASOC) with Mainstream Vouchers and also partnered with ASOC’s Full Service Partnership Program with Project Based Vouchers. The City administered Homeless Prevention and Rapid Rehousing (HPRR) program partners with mental health, recovery, and disability service providers to reduce housing instability.
- Administered the Family Self Sufficiency Program (FSS) for Housing Choice Voucher (HCV)

participants. When a participant of the program receives an increase in income, any rent increases are saved in an escrow account that they will receive once they successfully complete the program. In the 2025 PY, 26 participants enrolled in the program, and three graduated. \$23,399.66 was disbursed between the three graduates. Participants assisted included two female head of households, and one Hispanic households.

- Expanded affordable rental opportunities by increasing accessible and affordable housing opportunities. The City has affordable housing development agreements with 41 multi-family and senior complexes. Out of the total 3765 units, 812 are accessible units. Of the 41 multi-family apartments, twenty have 3-bedroom units, and two have 4-bedroom units to accommodate larger families.
- Contracted with a fair housing services provider, Project Sentinel. This organization has continued to work in conjunction with the City to provide comprehensive fair housing services of investigation, counseling and legal referrals for victims of housing discrimination. During PY 2025, Project Sentinel provided valuable community education and outreach regarding fair housing law and practices to Roseville residents, including tenants and landlords. More specifically, Project Sentinel accomplished the following actions:
 - o In the 2025 PY, outreach was directed to Roseville tenants, landlords, the public, as well as service providers, including:
 - In April 2026, Project Sentinel conducted a virtual workshop to service providers, city agencies and other non-profits. This workshop included a Fair Housing presentation with a strong focus on LEP discrimination, as well as disability, sex, and Familial Status.
 - o Received 20 calls and assisted 36 persons. Most calls were disability related, with some calls received based on sex, source of income, and criminal background.
 - o Opened 9 cases and conducted several audits based on source of income.
 - o Project Sentinel did not have any HUD or CRD referrals this last fiscal year. They were able to provide extended counseling to several clients and opened several cases for testing investigation.
 - o Currently the organization has brochures available in English, Spanish, Mandarin, Tagalog, and Vietnamese.

Through the actions listed above, the City is providing valuable services to address various issues of discrimination found in the community. The programs and progress directed through the City's Housing Division, in conjunction with the outreach efforts conducted by Project Sentinel, is translating to more residents becoming aware of services as well as rights when it comes to fair housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted. Staff will monitor 2025 PY subrecipients in the fall and winter of 2026.

Additionally, individualized technical assistance was provided to subrecipients on an as-needed basis throughout the program year.

Roseville seeks to ensure minority business owners are included in any outreach and comprehensive planning requirements. In order to do so, public notices are translated and offered in Spanish, and any request for additional translation is available for those who request it. All organizations applying for funding are provided technical assistance to ensure they have info they need to apply. Notices of Funding Availability (NOFA) are provided to a variety of groups to encourage diverse populations have access to the information, including the Placer County Continuum of Care, the Latino Leadership Council, and Placer Collaborative Network. NOFA's are also posted in public locations such as City libraries. Any Requests for Proposals released by the City are noticed in the local newspaper and posted on the City's website in order to ensure a variety of submittals are attained. Contracts include language regarding equal opportunity and nondiscrimination, and contracts requiring subcontractors are encouraged to reach out to minority and women owned businesses for the work to be subcontracted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City published a notice in the Roseville Press Tribune on August 28, 2026, announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the scheduled public hearing. The notice was published in English and in Spanish. Notice was also published on the City's website.

The public will be invited to comment during a minimum 15-day period, August 29, 2026 through September 16, 2026. Will note any comments received.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to several local non-profit collaborations regarding the availability of the 2025 CAPER and attached electronic copies/links of the public

review/hearing notice and Draft document. Agencies notified included the Placer Collaborative Network, the Placer Consortium on Homelessness, the Latino Leadership Council, and the Health Education Council. The Latino Leadership Council is a local nonprofit that provides services to underserved Spanish-speaking populations by connecting Latinos to a multitude of health, education, and youth development services. The Health Education Council serves residents in under-served communities, particularly minorities. These organizations all provide services to minorities and persons with disabilities. The City encourages all agencies who receive these types of notices to share this information with their clients and other organizations who may be interested in the Draft CAPER.

A public hearing will be held before the City Council on September 16, 2026, to review the City's progress in meeting its Housing and Community Development needs. The public hearing will allow additional opportunity for the public to comment on the 2025 CAPER. Will note any comments received.

During the public hearing on September 16, 2026, City Council members were given the opportunity to ask questions. Will note any questions asked by council.

In order to address access to public meetings for persons with disabilities, Roseville Transit offers ADA Paratransit for ADA-certified passengers. Additionally, all information is available in an accessible format to persons with visual impairment upon request. All public notices state:

The hearing will be available for live access on Comcast 14 and the City's YouTube channel. All interested persons are invited to appear and be heard. Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5200 (voice) or 916-774- 5220 (TDD) a minimum of two business days prior to the meeting.

The CAPER will be submitted to HUD by September 30, 2026, for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the program year, the jurisdiction set aside \$700,000 for affordable rental housing development. The jurisdiction issued a Notice of Funding Availability (NOFA) three times but did not receive any applications that could be funded. After these efforts, the jurisdiction determined that there was not enough viable interest in the program to effectively use the funds for the intended purpose.

As a result, the \$700,000 will be carried forward into the next program year and the City of Roseville Public Works Department will use them for an ADA curb cuts project and address accessibility needs in the community. This project will allow the jurisdiction to continue to evaluate community demand and adjust funding priorities when needed to make sure CDBG funds are being used effectively.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

DRAFT

RESOLUTION NO. 26-332

APPROVING THE 2025 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE
CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2025 CAPER TO THE
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 16, 2026 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2025 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute any necessary documents and certifications on behalf of the City of Roseville for submittal of the Community Development Block Grant 2025 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____ 2026, by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

MAYOR

CITY CLERK

Title:	505 Royer and 300 Taylor - Purchase and Sale Agreement and Joint Escrow Instructions
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval of the sale of two city-owned parcels at 505 Royer Street (APN 013-290-005-000) and 300 Taylor Street (013-290-006-000) to Eden Housing, Inc., a California nonprofit public benefit corporation, in the amount of \$580,000 (consistent with Municipal Code Section 4.12.110B). The City Council determined that disposition of the property was in the City's best interest and declared the property surplus on October 23, 2019. The City Council subsequently reaffirmed the City's interest in the property in 2022 and will again consider whether disposition remains in the City's best interest. The subject parcels total 1.17 acres and are proposed for an affordable housing development. Escrow will close no later than January 31, 2027, as outlined in the Joint Escrow Instructions. The proceeds from the property sale (totaling \$580,000 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund in FY2026-27 based on the anticipated close of the escrow date. No General Fund resources will be used as part of this project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions with Eden Housing, Inc., a California nonprofit public benefit corporation, for the purchase of two city-owned parcels at 500 Royer Street (APN 013-290-005-000) and 300 Taylor Street (013-290-006-000) in the amount of \$580,000 (consistent with Municipal Code Section 4.12.110B).

BACKGROUND

The subject site is located within the Downtown Roseville Specific Plan (DTSP) and consists of two parcels totaling 1.17 acres (located at 505 Royer Street and 300 Taylor Street). The property is zoned Commercial/Special Area – Downtown (CM/SA-DT), which allows for various uses, including public/quasi-public, commercial, offices, and multifamily residential. The site was previously owned by Placer County and was last utilized for the Placer County Superior Courthouse in 2009. The City of Roseville acquired the property in 2014 and explored options for repurposing the building in support of ongoing economic development efforts.

However, after identifying the necessary improvements to upgrade the building were cost prohibitive and the City had no future needs for this site, the City Council declared the property as surplus on October 23, 2019. At that time, an appraisal suggested that the property's highest and best use was as a vacant parcel. Accordingly, the City demolished the building in 2021 to help incentivize future development and prepare for selling the property.

In compliance with Assembly Bill 1486 and Government Code Sections 54220 et seq., the City completed the required surplus-property notification process, offering the property to eligible housing sponsors. Bridge

Housing Corporation responded with a proposal for a senior affordable housing project and the City entered into a contract for the sale and development of the property in May 2022. However, Bridge Housing was unable to secure the necessary financing, and the parties mutually agreed to terminate the contract in September 2024.

Having met the obligations of Assembly Bill 1486, in May 2025, the City released a subsequent RFP for the purchase and sale of the 505 Royer Street property. An updated appraisal identifying the fair market value of the property at \$580,000 was included in the RFP. Eden Housing was the sole responder with a proposal to develop the site with a project similar to the previous Bridge Housing senior affordable housing project. Based on Eden Housing's response, the City and Eden Housing wish to proceed with the sale of the property as outlined in this report and consistent with the Purchase and Sale Agreement (Attachment 1).

Purchase and Sale Agreement

Based on negotiations with Eden Housing, City staff recommends proceeding with a Purchase and Sale Agreement for the subject site located at 505 Royer and 300 Taylor Street. The agreement establishes the terms and conditions of the sale, with the key provisions outlined below:

1. **Purchase Price:** The Purchaser will purchase the property at fair market value of \$580,000, and the purchase is not contingent upon City funding.
2. **Escrow Deposit:** Within five days of escrow opening, the Purchaser shall deposit \$35,000 as an earnest money Initial Deposit. An additional \$65,000 shall be deposited in escrow within five business days of opening escrow.
3. **Liquidated Damages:** The total Initial Deposit amount shall be non-refundable in the event that the Closing fails to occur due to the default of the Purchaser.
4. **Inspection Period:** 90 days from Effective Date and Eden Housing has full access for inspections, environmental review and due diligence.
5. **Entitlements & Environmental Review:** Eden Housing is responsible for obtaining all entitlements and CEQA review. The City must cooperate as property owner but retains full discretionary authority for approvals.
6. **Finance Terms:** The sale is not reliant on Eden Housing securing financing for the project. However, the City agrees to reasonably cooperate with financing applications. Eden Housing shall also identify, as a condition for Closing, sources for financing the purchase and development of the property (Financing Commitments). Typical of affordable housing funding structures, the project financing may consist of various federal, state, and local funding sources such as HCD loans, 4% tax credits (TCAC), and tax-exempt bonds (CDLAC).
7. **Affordability Covenant:** If 10+ units are developed, a minimum of 15% of the units must be affordable to lower income households with a 55-year affordability requirement. A covenant that runs with the land will be recorded before closing.
8. **Closing Conditions:** The close of escrow shall occur no later than 120 days after the Inspection Period ends but may extend to January 31, 2027, except two 30-day extensions with City consent and only after Purchaser has secured entitlements and appeal periods have expired. Pursuant to the approval of the Purchase and Sale Agreement, Purchaser will work on securing the necessary Planning entitlement.

Future Development

Eden Housing provided a conceptual project description for development of the site as part of the response to the RFP. The proposed development plan includes a 58-unit affordable senior apartment building at 505 Royer Street, ranging from four to five stories in height, with the adjacent parcel at 300 Taylor Street to include a 50-space parking lot. The project seeks to activate nearby amenities by placing community gathering spaces facing the library, pedestrian bridge and Royer Park. As proposed, this project would qualify for the Objective Design Standards (ODS) process, intended to streamline affordable housing projects (consistent with State Housing Legislation) and will be evaluated against the ODS checklist, with no further design review required. Eden Housing has contracted with Mogavero Architects to prepare development plans for the site. As noted in the response to the RFP (Attachment 3), both Eden Housing and Mogavero Architects have a history of success in providing affordable housing projects. A formal application and approval of the ODS (by the Planning Division) will be required prior to development construction. While the PSA does include a schedule incorporating the ODS process, the PSA also acknowledges that Eden Housing could develop the property with a different project in the future, consistent with the zoning and land use designation of the site.

FISCAL IMPACT

The proceeds from the property sale (totaling \$580,000 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund in FY2026-27 based on the anticipated close of the escrow date. No General Fund resources will be used as part of this project.

ENVIRONMENTAL REVIEW

The proposed development plan qualifies for the ODS process and is therefore exempt from California Environmental Quality Act (CEQA), and no further environmental analysis is required. The proposed project involving the sale of surplus property is not located in an area of statewide, regional, or area-wide concern and is an activity categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
3. Enhance economic vitality

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 26-331
2. Agreement
3. Eden Housing - 505 Royer Street Proposal
4. Attachment D_505 Royer St_Appraisal
5. CEQA Exemption

REVIEWERS:

Gina McColl, Economic Development Department

Created/Initiated - 8/28/2026

Phoebe Schueler, City Clerk Department	Approved - 8/28/2026
Melissa Anguiano, Economic Development Department	Approved - 8/28/2026
Kelly Aye, City Attorney Department	Approved - 8/31/2026
Katrina Six, City Clerk Department	Approved - 9/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-331

APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE (“SELLER”) AND EDEN HOUSING, INC. (“PURCHASER”), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City is the owner of two parcels totaling 1.17 acres of certain real property located at 505 Royer Street, APN# 013-290-005-000, comprising +/- 0.38 acres, and 300 Taylor Street, APN# 013-290-006-000, comprising +/- 0.78 acres (collectively the “Land”), located in the City of Roseville, County of Placer; and

WHEREAS, the property is zoned Commercial/Special Area – Downtown (CM/SA-DT), which allows for various uses, including public/quasi-public, commercial, offices, and multifamily residential; and

WHEREAS, after identifying the necessary improvements to upgrade the building were cost prohibitive and the City had no future needs for this site, the City Council declared the property as surplus on October 23, 2019; and

WHEREAS, in compliance with Assembly Bill 1486 and Government Code Sections 54220 et seq., the City completed the required surplus-property notification process, offering the property to eligible housing sponsors; and

WHEREAS, Bridge Housing Corporation responded with a proposal for a senior affordable housing project but was unable to secure the necessary financing, and the parties mutually agreed to terminate the contract in September 2024; and

WHEREAS, having met the obligations of Assembly Bill 1486, in May 2025, the City released a subsequent RFP for the purchase and sale of the 505 Royer Street property; and

WHEREAS, Eden Housing was the sole responder with a proposal to develop the site with a project similar to the previous Bridge Housing senior affordable housing project; and

WHEREAS, staff recommends moving forward with a Purchase and Sale Agreement with Eden Housing, Inc., which has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale Agreement is hereby approved and the City Manager is authorized to execute said agreement, including all related escrow documents and agreements necessary to effectuate the purchase 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 AND JOINT ESCROW INSTRUCTIONS

DATED AS OF _____, 2026

BY AND BETWEEN

**CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION
("SELLER")**

AND

**EDEN HOUSING, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
("PURCHASER")**

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EXHIBITS

- A Legal Description
- B HCD Form Covenant and Restriction
- C General Assignment
- D Predevelopment Schedule of Performance
- E Reserved
- F Grant Deed
- G Affidavit of Non-Foreign Status

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is dated as of _____, 2026 (the "Effective Date") and is entered into by and between THE CITY OF ROSEVILLE, a municipal corporation ("Seller"), and EDEN HOUSING, Inc., a California nonprofit public benefit corporation ("Purchaser").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of the real property located in the City of Roseville, County of Placer, California, commonly referred to as 505 Royer Street, APN 013-290-005-000, comprising +/- 0.38 acres, and 300 Taylor Street, APN 013-290-006-000, comprising +/- 0.78 acres, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"). The Land is unimproved.

B. This Agreement, subject to approval, includes terms and conditions including purchase price, estimated timelines, and development-related expectations for both parties. Seller and Purchaser acknowledge that the property is being sold to Purchaser with the expectation that Purchaser will develop the site as an affordable senior housing project, as outlined in its proposal in response to Seller RFP #04-30, and that Purchaser intends to develop the site regardless of the availability of any City funding.

In the event Purchaser is unsuccessful in securing financing for the affordable housing project, or otherwise determines that such a project is not reasonably feasible or desirable by Purchaser, the property may be developed with a use consistent with all applicable zoning and land use regulations and all other applicable requirements, conditions, restrictions, etc., including per the California Surplus Land Act, and the California Housing and Community Development Department, that prior to closing, Seller shall record against the property an affordability covenant, in the form described herein.

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. SALE AND PURCHASE.

1.1 **GENERAL.** Subject to the terms, covenants and conditions contained in this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of the Property, as defined in Section 1.2 below.

1.2 **DEFINITION OF "PROPERTY"**. As used in this Agreement, the term "Property" includes the Land described in Exhibit A attached hereto together with the following:

1.2.1. **Real Property**. All rights, privileges and easements appurtenant to the Land, as well as all development rights, land use entitlements, including without limitation building permits, licenses, permits and certificates, air rights, mineral rights, water, water rights, riparian rights and water stock relating to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (together with the Land, the "Real Property").

1.2.2. **Personal Property**. All intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects', engineers', and all other consultants' reports relating to the Property on or related to the Property, and used exclusively in the ownership or operation of the Property and the Approved Contracts (defined below) if any, which personal property shall be conveyed by an Assignment of Contracts and Intangible Rights in the form attached hereto as Exhibit C (the "General Assignment"). No tangible personal property will be conveyed pursuant to this Agreement.

1.3 **TITLE COMPANY**. The purchase and sale of the Property shall be handled through an escrow that Purchaser will establish with Placer Title Company ("Title Company") at its office located at 1508 Eureka Road, Suite 150, Roseville CA 95661, attn: Rhonda Pastrana; email: rpastrana@placertitle.com, (916) 782-3711 ("Escrow Holder"). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder ("Opening of Escrow"), which shall constitute escrow instructions to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall compile any counterpart signature into one document, execute Escrow Holder's acceptance hereto and date such acceptance as of the Opening of Escrow date. Escrow Holder shall immediately distribute to Purchaser and Seller fully executed copies of this Agreement and notify Purchaser and Seller of the Opening of Escrow date. Seller and Purchaser agree to execute such further escrow instructions as are reasonably required by Escrow Holder to consummate the transaction. The escrow instructions shall not be deemed to modify the provisions of this Agreement unless any modifications are specifically identified as such and are executed by both Seller and Purchaser in writing.

2. **PAYMENT OF PURCHASE PRICE.**

2.1 **AMOUNT**. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Five Hundred Eighty Thousand Dollars (\$580,000), subject to closing costs and prorations as provided in Sections 9.5 and 9.6 below.

2.2 **TERMS OF PAYMENT**. Purchaser shall pay the Purchase Price to Seller as follows:

2.2.1. **Initial Deposit**. Within five (5) business days after the Opening of Escrow date, Purchaser shall deposit in the escrow established with Escrow Holder pursuant to Section 1.3 above, the sum of Thirty Five Thousand Dollars (\$35,000.00) in immediately available funds as an earnest money deposit on account of the Purchase Price (which sum, including all interest accrued thereon while held in escrow, is hereafter referred to as the "Initial Deposit"). If

requested by Purchaser, the Initial Deposit (together with any Additional Deposit) shall be invested by Escrow Holder in an interest-bearing account designated by Purchaser. All interest earned on the Deposit shall at all times belong to Purchaser.

2.2.2. **Additional Deposit.** Unless this Agreement is earlier terminated or deemed terminated pursuant to Section 4.3.1 below, then within three (3) business days after delivery to Seller of the Purchaser's Approval Notice, Purchaser shall deposit in escrow an additional sum of Sixty Five Thousand and 00/100 Dollars (\$65,000.00) (the "Additional Deposit") (for a total principal Deposit of \$100,000.00) by delivering to the Title Company readily available funds in such amount. The Initial Deposit together with the Additional Deposit are periodically referred to herein as the "Deposit". If Purchaser fails to so increase the Deposit following Purchaser's delivery of Purchaser's Approval Notice, this Agreement shall automatically terminate, and the Initial Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement. The Additional Deposit shall remain refundable to Purchaser in the event this Agreement is terminated for any reason. Following the delivery of the Purchaser's Approval Notice and the Additional Deposit, the Initial Deposit shall be nonrefundable except in the event that any condition to Closing in favor of Purchaser is neither satisfied nor waived or in the event of Seller's default hereunder or as otherwise expressly provided in this Agreement.

2.2.3. **Independent Consideration.** Within three (3) business days following Purchaser's deposit of the Deposit, the Escrow Holder shall deliver to Seller One Hundred Dollars (\$100) of the Deposit as independent consideration (the "Independent Consideration") for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing. Purchaser and Seller hereby acknowledge and agree that the Independent Consideration constitutes adequate and sufficient consideration for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of the Agreement, and that the loss of Purchaser's ability to use the funds constituting the Deposit as provided in this Agreement constitutes further consideration therefore.

2.2.4. **Payment of Balance.** The balance of the Purchase Price shall be paid in full, in immediately available funds, through escrow at Closing as provided in Section 9 below.

3. **LIQUIDATED DAMAGES.** Purchaser acknowledges that the closing of the sale of the Property to Purchaser, on the terms and conditions and within the time period set forth in this Agreement, is material to Seller. Purchaser also acknowledges that Seller will suffer substantial damages if such transaction is not so consummated due to Purchaser's default under this Agreement. Purchaser further acknowledges that, as of the date of this Agreement, Seller's damages would be extremely difficult or impossible to compute in light of the unpredictable state of the economy and of governmental regulations, the fluctuating market for real estate and real estate loans of all types, and other factors which directly affect the value and marketability of the Property. In light of the foregoing and all of the other facts and circumstances surrounding this transaction, and following negotiations between the parties, Purchaser and Seller agree that the amount of the Initial Deposit represents a

reasonable estimate of the damages which Seller would suffer by reason of Purchaser's default hereunder. Accordingly, Purchaser and Seller hereby agree that, in the event that the Closing fails to occur due to the default of Purchaser under this Agreement, Seller's sole remedy shall be to terminate this Agreement by giving notice to Purchaser and Escrow Holder and to retain the Initial Deposit as liquidated damages in lieu of any other claim Seller may have in law or in equity (including, without limitation, specific performance) arising by reason of Purchaser's default. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement. Such retention of the Initial Deposit by Seller is intended to constitute liquidated damages to Seller pursuant to Sections 1671, 1676 and 1677 of the California Civil Code and shall not be deemed to constitute a forfeiture or penalty within the meaning of Section 3275 or 3369 of the California Civil Code or any similar provision. The parties have initialed this Section 3 to establish their intent so to liquidate damages. Notwithstanding the foregoing, nothing contained in this Section 3 shall be deemed to waive or affect Purchaser's indemnity obligations that expressly survive the Closing or termination of this Agreement.

SELLER'S
INITIALS: _____

PURCHASER'S
INITIALS: AP JB

4. **REVIEW OF THE PROPERTY; INSPECTION PERIOD.** During the period commencing on the Effective Date and expiring at 5:00 p.m. (Pacific time) on the ninetieth (90th) day thereafter (the "**Inspection Period**"), and during the term hereof in the event that Purchaser delivers the Purchaser's Approval Notice and the parties proceed to Closing, Seller shall allow Purchaser, any direct or indirect owner of any beneficial interest in Purchaser, and Purchaser's representatives, agents, employees, contractors, architects and engineers, together with respective officers, directors, agents, employees, representatives, and designees of the foregoing (collectively, "**Purchaser Parties**") reasonable access to the Property for the purpose of inspecting the Property.

4.1 **DOCUMENT REVIEW.**

4.1.1. **Seller's Due Diligence Materials.** Within fourteen (14) business days after the Effective Date, Seller shall make available to Purchaser and Purchaser's agents via, at Purchaser's option, a file transfer protocol site and/or Seller's office for Purchaser's inspection and copying at Purchaser's expense: (a) a natural hazard disclosure report for the Real Property, and (b) the items listed below (the "**Due Diligence Materials**"), to the extent such items are in the possession or control of Seller or to which Seller has reasonable access:

- (i) The most recent title report in Seller's possession;
- (ii) Copies of all contracts affecting the Property, including but not limited to maintenance contracts, management and leasing contracts, service contracts and utility contracts, together with all amendments and modifications thereto (collectively, the "**Contracts**");
- (iii) Any previously completed surveys of the Property;

(iv) A copy of each of the utility bills relating to the Property for the current year;

(v) Copies of all entitlement documents, studies, relevant reports, budgets, and financial statements affecting the Property;

(vi) Copies of all reports, studies, documents and other information relating to the environmental or physical condition of the Property, including without limitation any soils reports, seismic reports, asbestos reports, flood maps and any Phase I or Phase II reports;

(vii) Copies of any licenses held by Seller in connection with the ownership of the Property;

(viii) Copies of tax bills for current tax year and any notices of tax assessments;

(ix) A copy of each of the warranties, licenses and permits held by Seller in connection with the ownership, use or operation of the Property;

(x) Copies of all written notices, reports, citations, orders, restrictions, decisions, correspondence or memoranda to and from any governmental authority or utility company regarding the Property.

4.2 **ACCESS TO REAL PROPERTY, INSPECTION AND DUE DILIGENCE.** During the Inspection Period, Purchaser and the Purchaser Parties shall have access to the Property at any time and from time to time during regular business hours and upon five (5) days' advance telephonic notice to Seller, at Purchaser's sole cost and expense: (i) to show the Property to third parties (including, without limitation, contractors, engineers, architects, attorneys, insurers, banks and other potential lenders or investors), and (ii) to perform any inspections, environmental site assessments, investigations, measurements, audits and tests, including, without limitation surveys and engineering studies that Purchaser reasonably deems necessary or appropriate; provided, however, that Purchaser shall not be permitted to conduct physically invasive testing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (and shall be granted if Seller's environmental consultant undertaking any Phase I assessment of the Property, or applicable part thereof, recommends that Purchaser undertake a Phase II assessment with respect to the Property, or applicable part thereof). Purchaser hereby agrees to (a) hold harmless, protect, defend and indemnify Seller and its officers, directors, elected officials, employees and agents (collectively, the "Indemnitees") and the Property from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs or expenses (including without limitation reasonable attorneys' fees and litigation costs) ("Damages") to the extent arising out of: (a) any injuries to persons (including death) or property (real or personal), or (b) any mechanics', workers' or other liens, or stop payment notices on the Property, in each case, to the extent caused by the work or activities conducted on the Property by Purchaser or any Purchaser Party and (b) promptly repair any damage to the Property caused by Purchaser's or a Purchaser Party's entry; provided, however, Purchaser shall have no obligations to indemnify, protect, defend or hold the Indemnitees harmless for Damages resulting from

Purchaser's discovery of adverse physical and/or environmental conditions in, on, or under the Property, including the presence of Hazardous Substances, except to the extent such conditions have been exacerbated by Purchaser's or any Purchaser Party's gross negligence or willful misconduct. Before any of the Purchaser Parties enter onto the Property pursuant to this Section 4.2, Purchaser shall deliver to Seller evidence of Purchaser's commercial general liability insurance coverage, which may be provided under a blanket policy, with blanket contractual obligations endorsement, a minimum limit of at least \$1,000,000.

4.3 **INSPECTION AND RIGHT TO TERMINATE.** On the Effective Date, Purchaser shall have the right to commence and actively pursue its due diligence inspections of the Property, including its review of the condition of title to the Real Property as described in Section 5 below. If Purchaser is satisfied with its due diligence investigations and determines to proceed with the purchase of the Property in accordance with this Agreement, then Purchaser shall, before the end of the Inspection Period, notify Seller in writing ("Purchaser's Approval Notice"), which determination shall be made by Purchaser in its sole and absolute discretion. In the event that Purchaser timely delivers Purchaser's Approval Notice to Seller, Purchaser shall deliver the Additional Deposit as provided in Section 2.2.2 above and, except as expressly provided otherwise in this Agreement, the Initial Deposit shall become nonrefundable and shall serve as liquidated damages in accordance with Section 3 above. In the event that Purchaser does not timely deliver Purchaser's Approval Notice to Seller or timely increase the Deposit as provided in Section 2.2.2 after delivering Purchaser's Approval Notice to Seller, this Agreement shall automatically terminate, and the Initial Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement.

4.4 **FINANCING COMMITMENTS.** Purchaser shall have the right to identify sources for financing ("Financing Sources") in an amount sufficient for the purchase and development of the Property and the Project (defined below) upon terms and conditions acceptable to Purchaser in Purchaser's sole and absolute discretion (collectively, "Financing Commitments"), which may include without limitation (a) loans from one or more lenders, including HCD, and (b) an allocation of 4% tax credits from the California Tax Credit Allocation Committee ("TCAC"), and an allocation of tax exempt multifamily housing bonds from the California Debt Limit Allocation Committee ("CDLAC"). Seller agrees to cooperate in reasonable respects with Purchaser, at no expense or liability to Seller, in a timely manner in connection with Purchaser's applications for financing.

4.5 **ENTITLEMENTS.** Purchaser, at Purchaser's sole cost and expense, shall have the right during the term of this Agreement to take steps to obtain entitlements acceptable to Purchaser in its sole and absolute discretion to develop and construct on the Property a project, including one consistent with an affordable senior housing project, as outlined in its proposal in response to Seller RFP #04-30, or another project (collectively, the "Project") with a use consistent with all applicable zoning and land use regulations and all other applicable requirements, rules, regulations, plans, conditions, restrictions, etc., (collectively, the "Entitlements"), and any other Planning, Zoning, Public Works and Building Department approvals desirable to and required of Purchaser (collectively, the "Entitlement Approvals"). Purchaser shall have the right to request and attend related meetings and hearings and generally meet with any appropriate City and County departments and/or other applicable regulatory agencies in connection with the Property, the

Project and the Entitlements. Seller agrees to cooperate in reasonable respects with Purchaser (including without limitation executing all documents reasonably necessary to allow Purchaser to obtain the Entitlement Approvals), at no expense or liability to Seller, in a timely manner.

The parties hereto acknowledge and agree that any future development of the Land is conditioned upon preparation and ultimate approval (including all appropriate findings) of any and all environmental review documents required under the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.) ("CEQA") (the "Environmental Review"). The Environmental Review for the Land and the Project shall be conducted by Purchaser at Purchaser's sole cost and expense, and Seller shall cooperate with Purchaser's efforts to conduct the Environmental Review at no third party, out-of-pocket cost to Seller.

Notwithstanding, the parties hereto acknowledge and agree that the Project will require certain discretionary approvals, potentially including, but not limited to, certification of the Project under CEQA, amendment of the City of Roseville General Plan 2035, as amended (the "General Plan"), amendment of the Downtown Specific Plan, as amended (the "Specific Plan"), re-zoning and amendment of the City's Municipal Code, design review approval, and approval of a tentative subdivision map and final subdivision map (collectively, also included with the "Entitlement Approvals"). The Seller's cooperation, under this Section shall include, without limitation, executing applications for the Project Entitlements in the City of Roseville's capacity as owner of the Land upon Purchaser's request therefor, provided such request is made with reasonable advance notice and includes reasonable supporting information and documentation. The City's agreement to cooperate with Purchaser in connection with Purchaser's pursuit of the Project Entitlements and Entitlement Approvals and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the Seller nor Purchaser makes any representation or warranty that any Project Entitlements will be obtained by Purchaser. The City of Roseville retains final discretion and approval as to the Project Entitlements and certain Entitlement Approvals and all related matters in connection therewith.

Nothing in this Agreement commits, or shall be deemed to commit, the City of Roseville or a City official to approve or implement any project, and they may not do so until environmental review of the Project as required has been completed. Accordingly, all references to the "Project" in this Agreement shall mean the proposed project as revised and subject to future environmental review and consideration by the City of Roseville. The City and any other public agency with jurisdiction over any part of the Project shall have the absolute discretion before approving that project to: (i) make such modifications to the Project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the Project; (iv) balance the benefits of the Project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the Project.

4.6 PREDEVELOPMENT SCHEDULE OF PERFORMANCE. Purchaser shall make best efforts to comply with the predevelopment schedule of performance set forth in Exhibit D attached hereto. Purchaser agrees to provide Seller with a written quarterly status report on the progress toward the milestones. Notwithstanding anything to the contrary in this Agreement, the

parties acknowledge and agree that the schedule set forth in Exhibit D is an estimated schedule and that Purchaser's failure to meet the dates set forth therein shall not constitute a breach or default under this Agreement.

5. **TITLE; TITLE OBJECTIONS.**

5.1 **TITLE POLICY.** Within one (1) business day after the Opening of Escrow date, Seller shall order a preliminary report on the Property from Title Company ("Preliminary Report") that will form the basis of Title Company's issuance of its ALTA extended coverage owner's title insurance policy ("Owner's Title Policy") in the amount of the Purchase Price, together with a legible copy of all documents of record and all exceptions to title described therein (collectively, the "Underlying Documents"). Seller shall provide to the Title Company an affidavit/indemnity in the form typically required by the Title Company regarding leases and other rights to occupy the Property and payment of mechanics and materialmen ("Seller Affidavit") so that the Owner's Title Policy will be issued without exception for unrecorded leases and agreements and mechanics' and materialmen's liens. In the event that Purchaser desires to obtain a survey of the Real Property (the "Survey"), such Survey shall be at Purchaser's sole cost. Purchaser shall provide a copy of any Survey to Seller.

5.2 **TITLE.** Title to the Real Property shall be conveyed from Seller to Purchaser by grant deed (the "Deed"), in the form of Exhibit F hereto, free and clear of all liens and encumbrances except the following, which title shall be taken subject to: (i) liens to secure payment of real estate taxes and assessments not yet due and payable; (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority, including a covenant and restriction as required by HCD in a form similar to Exhibit B, attached hereto and incorporated by this reference; (iii) any exceptions or matters created by Purchaser, its architect or civil engineer, or its agents, employees and/or representatives; and (iv) all other exceptions of record appearing in the Preliminary Report to which Purchaser does not object in writing prior to expiration of the review periods set forth in Section 5.3 below. The foregoing exceptions to title are collectively referred to as the "Permitted Exceptions"; provided, however, that "Monetary Liens" (as defined below) shall not constitute Permitted Exceptions. Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Purchaser at Closing, upon payment of its regularly scheduled premium, the Owner's Title Policy in the amount of the Purchase Price, showing fee title to the Property vested of record in Purchaser, subject only to the Permitted Exceptions. Notwithstanding any other provision of this Agreement, at Closing Seller shall be absolutely obligated and responsible for paying or otherwise discharging all monetary liens and monetary encumbrances on the Property, other than non-delinquent real property taxes and assessments ("Monetary Liens") and all claims to fee title. In addition Seller shall deliver to Title Company the Seller Affidavit or any other statement required by Title Company to remove any exception to title reflecting the rights of parties in possession.

5.3 **TITLE OBJECTIONS.** If the Preliminary Report, the Underlying Documents referenced therein, or the Survey discloses any title or survey exceptions to which Purchaser objects, Purchaser shall notify Seller in writing (the "Title Objections Notice") of its objections (each, a "Title Objection") not later than 5:00 p.m. (Pacific time) on the date which is thirty (30) days after receipt by Purchaser of both the Preliminary Report and the Underlying

Documents (the “Title Materials Delivery Date”). Seller shall have three (3) business days from the receipt of the Title Objections Notice to notify Purchaser in writing (such written notice, “Seller’s Response”) whether Seller commits to cause any or all of the title or Survey exceptions to which Purchaser has objected to be removed or insured against at Closing. If Seller does not timely deliver a Seller’s Response, Seller shall be deemed to have elected not to remove or otherwise cure any exceptions disapproved by Purchaser, other than Monetary Liens which Seller shall remain obligated to have removed as set forth below. If Seller commits to remove or provide insurance against any Title Objection, then the removal of or insurance against such item(s) shall be a condition to Purchaser’s obligation to Close; provided, however, that if Seller elects to insure over a Title Objection, then Purchaser shall have the right in its reasonable discretion to approve the manner in which Seller proposes to insure over said Title Objection. If Seller does not so commit to remove or insure over each of the Title Objections, Purchaser’s sole remedy shall be either (i) to proceed with this transaction and purchase the Property, subject to any Title Objections that Seller has not committed to remove or insure over, by giving notice of same to Seller no later than 5:00 p.m. on the date which is five (5) business days after Seller’s delivery of Seller’s Response (“Title Approval Notice”), or (ii) to elect not to proceed with this purchase and terminate this Agreement, in which event this Agreement shall terminate, the Deposit shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Purchaser fails to deliver the Title Approval Notice, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to the immediately preceding sentence.

In the event that Title Company or the surveyor first notifies Purchaser in writing of any title or survey matters not constituting Permitted Exceptions after the expiration of the time period in which Purchaser may provide Title Objections pursuant to this Section 5.3, or less than three (3) business days prior to such expiration, including by the surveyor’s issuance of an updated Survey, Purchaser may object to such matters by delivering written notice thereof to Seller not more than three (3) business days after Purchaser first receives notice of such matters (and Purchaser’s failure to provide such written notice shall constitute Purchaser’s waiver of any such objections). With respect to any objections to title or to the survey set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser as set forth in the first paragraph of this Section 5.3. If Seller elects to attempt to cure any such matters, unless the prior objection is waived in writing by Purchaser, the date for Closing shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the originally scheduled Closing Date.

5.4 **DISCHARGE OF LIENS.** Prior to the Closing, Seller shall discharge all Monetary Liens (including, without limitation, all tax and assessment liens due and payable, deeds of trust and mechanics’ liens) encumbering the Property. Seller may use moneys that otherwise would be paid to it from escrow to satisfy its obligations under this Section 5.4 as long as all conditions to the Closing have been satisfied or will be satisfied by payment of those moneys.

6. **CONDEMNATION OR CASUALTY.**

6.1 **CONDEMNATION.** If, at any time after the Effective Date but prior to Closing, a proceeding is instituted for the taking of all or any portion of the Real Property under

the power of eminent domain (a “Taking”), then Purchaser shall have the right by giving written notice to Seller and Escrow Holder within ten (10) business days after the date of receipt of written notice of any such Taking to terminate this Agreement effective as of the date such notice of termination is given. Seller shall give Purchaser prompt written notice of any such Taking. If Purchaser fails to give such notice within such applicable ten (10) business day period, then Purchaser shall be deemed to have elected to consummate the purchase of the Property in accordance with this Agreement, in which event Seller shall assign to Purchaser at Closing any award payable by reason of the Taking. The Closing Date, as such term is defined below, shall be postponed, if necessary, to permit Purchaser to have the ten (10) business day period following expiration of the Inspection Period or the date of receipt of notice of a Taking (as the case may be) to make the election specified hereinabove. If Purchaser terminates this Agreement pursuant to this Section 6.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement.

6.2 CASUALTY.

6.2.1. **Minor Damage.** In the event of damage to the Property or any portion thereof, not caused by Purchaser or any of its agents, employees, or contractors, prior to Closing caused by any casualty that is not “major” (as hereinafter defined), this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller’s option, assigns to Purchaser all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property; provided, however, that if Seller does not have any right, title and interest to any claims or proceeds and Seller does not elect to repair any damages using its own funds, then within ten (10) days of Purchaser’s receipt of notice from Seller regarding the foregoing and Seller’s intent not to repair any damages, Purchaser shall have the right to terminate the Agreement. If Purchaser terminates this Agreement pursuant to this Section 6.2.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller’s insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.2. **Major Damage.** In the event of a “major” loss or damage, not caused by Purchaser or any of its agents, employees, or contractors, Seller shall have the option either to (a) perform any necessary repairs prior to Closing, or (b) assign to Purchaser at Closing all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property. Seller shall notify Purchaser of its election in writing, and within ten (10) days thereafter, Purchaser may terminate this Agreement by written notice to Seller. If Purchaser terminates this Agreement pursuant to this Section 6.2.2, then the

Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. If Purchaser does not timely terminate this Agreement as provided above, then Purchaser shall be deemed to have elected not to proceed with Closing. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller's insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.3. **Definition of "Major" Loss or Damage.** For purposes of Sections 6.2.1 and 6.2.2, "major" loss or damage refers to loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially similar to that of the Property in question prior to the event of damage would be, in the opinion of a general contractor selected by Purchaser and reasonably approved by Seller, equal to or greater than One Hundred Fifty Thousand Dollars (\$150,000).

7. **REPRESENTATIONS AND WARRANTIES.**

7.1 **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

7.1.1. **Condemnation.** There are no presently pending or threatened eminent domain or condemnation actions against the Property or any part thereof; and Seller has not received notice of any eminent domain or condemnation actions being contemplated that would affect the Property or any part thereof.

7.1.2. **Legal Proceedings.** There are no legal actions or proceedings pending against Seller that may affect the Property and Seller has no knowledge and has not received written notice of any legal actions or proceedings threatened against Seller that may affect the Property.

7.1.3. **Leases.** There are no leases or other occupancy agreements of any kind, whether written or oral, that give any person or entity the right to use or occupy any portion of the Property.

7.1.4. **Contracts.** As of the Effective Date, Seller is not a party to any service contracts and, to Seller's knowledge, there exist no other service contracts relating to the operation and maintenance of the Property.

7.1.5. **No Options.** Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property other than pursuant to this Agreement.

7.1.6. **Compliance.** Seller has not received written notice of any noncompliance of the Property with applicable federal, state or local laws, statutes, rules, regulations, ordinances, codes and other requirements, including, without limitation, those respecting building construction, zoning, land use, soils and environmental conditions.

7.1.7. **Non-Foreign Person.** Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3). At Closing, Seller shall deliver to Purchaser through escrow a declaration under penalty of perjury confirming the foregoing statement in the form attached hereto as Exhibit G ("**Affidavit of Non-Foreign Status**").

7.1.8. **Due Authorization.** Seller is a California municipal corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Seller has the full right and authority to enter into this Agreement and to perform the obligations of Seller under this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. All the instruments, agreements and other documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller.

7.1.9. **Hazardous Materials.** To Seller's knowledge, except as disclosed in the Due Diligence Materials, the Property has not been used for the production, storage, deposit or disposal of hazardous materials, hazardous waste, hazardous substance contamination or other contaminants in violation of any applicable environmental laws; no above ground or below ground storage tank is located on the Property; and Seller has not received any written notice from any applicable governmental authority that any such material, waste, substance, contaminant or storage tank has been placed or located on or under the Property in violation of applicable environmental laws.

7.1.10. **No Violation.** The Property is not in violation of any applicable zoning, land use, or planning codes or ordinances and Seller has obtained all necessary permits, certificates, licenses, consents, variances, and entitlements issued, approved or granted by governmental authorities that are legally required for the current use and operation of the Property.

7.1.11. **Due Diligence Materials.** The Due Diligence Materials provided by or on behalf of Seller to Purchaser are all the documents, agreements or other materials affecting the Property in Seller's possession or control or to which Seller has reasonable access, and are originals or complete and accurate copies. No information or documents given to Purchaser pursuant to this Agreement will contain any untrue statement of a material fact or omit to state a material fact making the statements contained therein materially misleading.

7.2 **SURVIVAL.** The representations and warranties of Seller set forth in this Agreement shall survive the Closing for a period of one (1) year (the "**Survival Period**"), and shall not merge into the Deed to be delivered at Closing.

7.3 **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Purchaser hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

9. **CLOSING.**

9.1 **CLOSING.** The Closing Date shall occur on the date that is one hundred twenty (120) days following the conclusion of the Inspection Period, or such other date as is mutually agreed to in writing by the parties (the "Closing Date"); provided, however, that subject to the immediately following sentence, in no event shall the Closing Date be later than January 31, 2027 (the "Outside Closing Date"). Notwithstanding the foregoing, Purchaser shall have two (2) options to extend the Outside Closing Date for a period of thirty (30) days each, provided that Purchaser delivers written notice of such extension to Seller and Escrow Holder prior to the then-applicable Outside Closing Date, and such extension(s) is mutually agreeable to Seller. For purposes of this Agreement, the term "Closing" shall mean the consummation of the sale and conveyance of the Property to Purchaser as evidenced by recordation of the Deed.

9.2 **SELLER'S DELIVERIES INTO ESCROW.** Prior to Closing, Seller shall deliver the following items into escrow with Escrow Holder, each of which shall be duly executed and acknowledged as appropriate:

9.2.1. **Deed.** The Deed, duly executed and acknowledged in recordable form by Seller.

9.2.2. **General Assignment.** The General Assignment, duly executed by Seller.

9.2.3. **Affidavit Of Non-Foreign Status.** An Affidavit of Non-Foreign Status in the form attached hereto as Exhibit G, duly executed by Seller.

9.2.4. **Real Estate Withholding Exemption Certificate.** A California Franchise Tax Board Form 593 (or any then applicable equivalent form), duly executed by Seller.

9.2.5. **Notice to Vendors.** With respect to the Approved Contracts (if any), a letter in a form reasonably acceptable to Purchaser ("Vendor Notice Letters") signed by Seller addressed to the vendors under the Approved Contracts, advising the vendors of the sale of the Property to Purchaser. Notwithstanding the foregoing, the Vendor Notice Letters shall not be delivered through escrow but shall be sent directly by Seller to each applicable vendor on the Closing Date.

9.2.6. **Termination of Contracts.** At Closing, Seller shall provide evidence reasonably acceptable to Purchaser of the termination of all the Contracts other than the Approved Contracts.

9.2.7. **Other Documents.** Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow Holder, such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby as may be reasonably required by the Title Company, such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company, and the Seller Affidavit.

9.3 **PURCHASER'S DELIVERIES INTO ESCROW.** Purchaser shall deliver the following items into escrow with Escrow Holder:

9.3.1. **Cash.** Immediately available funds in the following amounts: (i) the balance of the Purchase Price; (ii) such amount, if any, as is necessary for Purchaser to pay Purchaser's share of the closing costs and prorations specified in Sections 9.5 and 9.6 below; and (iii) any other amounts required to close escrow in accordance with the terms of this Agreement.

9.3.2. **General Assignment.** The General Assignment, duly executed by Purchaser.

9.3.3. **Other Documents.** Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow Holder and a preliminary change of ownership report.

9.4 **CONDITIONS TO CLOSING.**

9.4.1. **Purchaser's Closing Conditions.** In addition to the other terms and provisions of this Agreement that give Purchaser the right to terminate this Agreement, Purchaser's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Purchaser's written waiver thereof, it being agreed that Purchaser may waive any or all of such conditions):

(a) Title Company is unconditionally prepared and committed to issue the Owner's Title Policy in the amount of the Purchase Price insuring fee title to the Real Property vested in Purchaser, subject only to the Permitted Exceptions;

(b) As of the Closing Date, Seller shall not be in default of any term or provision of this Agreement;

(c) As of the Closing Date, Seller's deliveries under Section 9.2 shall have been timely deposited into escrow with the Escrow Holder by Seller and Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date;

(d) Purchaser shall have received the Financing Commitments for the acquisition of the Property and the Financing Sources for the acquisition of the Property shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(e) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project and all appeals periods with respect thereto shall have expired, and any appeals or other legal challenges filed with respect thereto shall have been finally resolved in favor of Purchaser; and

(f) All of Seller's representations and warranties contained herein, or made in writing by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct as of the Closing Date, and Seller shall

have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

If any of the foregoing are not satisfied or waived by Purchaser, Purchaser shall have the right in its sole and absolute discretion to terminate this Agreement and receive a refund of the Deposit. In the event this Agreement is terminated as a result of the failure of any condition set forth in this Section 9.4.1, Purchaser shall be entitled to a refund of the Deposit and shall have a right to exercise remedies under Section 9.11 below if such failure is a result of a default by Seller hereunder. Unless such termination is due to Seller's breach or default, Purchaser and Seller shall be immediately released from all obligations hereunder, except for obligations which expressly survive the termination of this Agreement, and any escrow cancellation charges or similar fees, including title examination fees imposed by the Title Company, shall be borne equally by Purchaser and Seller unless such termination and cancellation is due to Seller's breach of this Agreement, whereupon such charges and fees shall be borne by Seller.

9.4.2. **Seller's Closing Conditions.** Seller's obligation to sell the Property to Purchaser shall be subject to the occurrence and/or satisfaction of the following conditions, which are for the exclusive benefit of Seller (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(a) All of Purchaser's representations and warranties contained herein, or made in writing by Purchaser pursuant to this Agreement, shall have been true and correct in all material respects when made and shall be true and correct as of the Closing Date,

(b) As of the Closing Date, Purchaser's deliveries under Section 9.3 shall have been timely deposited into escrow with the Escrow Holder by Purchaser; and

(c) Purchaser shall have received the Financing Commitments for the acquisition of the Property and the Financing Sources for the acquisition of the Property shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(d) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project and all appeals periods with respect thereto shall have expired; and

(e) Purchaser must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

In the event that any of the foregoing conditions is neither satisfied nor waived in writing by Seller, Seller shall have the right to terminate this Agreement in writing, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder except those that expressly survive termination; provided, however, that the foregoing shall not be construed to limit or restrict the rights or remedies of Seller in the event of Purchaser's breach of any covenant contained herein. If Seller elects to proceed with the Closing notwithstanding the fact that one or more of the foregoing conditions has not been satisfied, Seller shall be deemed to have waived such condition and shall have no further rights or remedies on

account of the failure of such condition or conditions.

9.5 **CLOSING PRORATIONS.** At Closing, the items of income and expense of the Property set forth below shall be prorated on the basis of a 365-day year, actual days elapsed for the month in which Closing occurs, as of midnight on the day immediately preceding the Closing Date. Income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Purchaser. Escrow Holder shall prorate all real property taxes and assessments and other operating expenses of the Property, as well as all income, as of the Closing Date, based upon the most current ascertainable tax bill and other relevant billing information. To the extent that information for any such proration is not available on the Closing Date, Purchaser and Seller shall effect such prorations outside of Escrow, as soon as possible following the Closing, but in no event later than sixty (60) days after the Closing. Notwithstanding anything to the contrary contained herein, Seller shall retain all rights to tax and other refunds and claims thereto to the extent Seller previously sought any tax reductions or lower assessments with respect to any real estate taxes or assessments with respect to the Real Property prior to the Closing Date and Purchaser shall promptly notify Seller of Purchaser's receipt of, and shall promptly pay to Seller, any such refunds applicable to the period prior to Closing received by Purchaser at any time. The prorations and payments shall be made on the basis of a written statement(s) submitted to Purchaser and Seller by Escrow Holder prior to the Closing and approved by Purchaser and Seller. In the event any prorations or apportionments made under this Section shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same (but in all events within sixty (60) days after Closing). This provision shall survive the Closing.

9.6 **CLOSING COSTS.** Seller shall be responsible for the payment of all county documentary transfer taxes and the cost of a standard form owner's title policy. Purchaser shall be responsible for the payment of any additional costs for the Owner's Title Policy (including the cost of any title endorsements requested by Purchaser), the cost of recording the Deed and the cost of escrow fees charged by Escrow Holder. All other closing costs shall be paid according to custom in Placer County, California. Each party shall pay its own attorneys' fees incurred in connection with this Agreement or the transaction contemplated herein.

9.7 **CLOSING PROCEDURE.** Escrow Holder shall close escrow when it is in a position to: (i) record the Deed; (ii) pay to Seller, by wire transfer in immediately available funds, the amount of the Purchase Price, as such amount may be increased or decreased as a result of the allocation of the closing costs and prorations as specified in Sections 9.5 and 9.6; and (iii) issue to Purchaser the Owner's Title Policy in accordance with Section 5.2.

9.8 **POSSESSION; NOTICES.** On the Closing Date, Seller shall transfer to Purchaser possession of the Real Property free and clear of parties in possession and subject only to the Permitted Exceptions. Seller agrees that, as of the Closing Date, there shall be no personal property or equipment located on the Real Property. On the Closing Date or as soon thereafter as practicable, Seller shall send the notices to all vendors and contractors under any Approved Contracts (as defined below) informing them that Seller sold the Property to Purchaser on the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall terminate on or before the Closing any Contracts other than the Contracts that will be assumed by Purchaser at Closing and are expressly approved by Purchaser by written notice delivered to Seller at least five (5) business days prior to the Closing Date (collectively, "Approved Contracts").

Seller shall provide written notice of termination to those applicable third parties with respect to all Contracts other than the Approved Contracts on or before the Closing.

9.9 **OPERATION; MAINTENANCE; PERSONAL PROPERTY.** Between Seller's execution of this Agreement and the Closing Date, at Seller's sole cost and expense, Seller shall (i) operate, manage, secure, and maintain the Property in a manner consistent with its current practices., (ii) perform when due, and otherwise comply with, all of Seller's obligations and duties under the Contracts, (iii) refrain from entering into or amending any Contracts, leases or other agreements regarding the Property that would be binding on Purchaser or the Property after Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld (except that following the expiration of the Feasibility Period, Purchaser's consent may be given or withheld in Purchaser's sole and absolute discretion), and (iv) maintain all present policies of insurance; provided, however, that in the event of a Taking or any damage to the Property by any casualty, then the provisions of Sections 6.1 and 6.2, respectively, shall apply. In the event any tangible personal property has not been removed from the Property as of Closing, such property shall be deemed abandoned to Purchaser and Purchaser may upon the Closing take possession thereof and retain the same as Purchaser's property or dispose of same in any manner which Purchaser may determine without liability or accountability therefor to Seller or any other party.

9.10 **EXCLUSIVITY.** After the Effective Date, Seller shall not, and shall cause its officers, employees, agents, representatives or any other person acting on behalf of or at the direction of Seller to not, directly or indirectly: (i) enter into any agreement, discussion, or negotiation with, or solicit, encourage, entertain or consider any inquiries or proposals from, any third party for the sale or purchase of the Property, or (ii) make or accept any offers for the sale or purchase of the Property, except as otherwise required by law or legislation or a governmental body or agency with lawful jurisdiction over the Property.

9.11 **PURCHASER REMEDIES.** If Seller defaults under or breaches this Agreement, or any of Seller's representations and warranties set forth in Section 7 are untrue, inaccurate or incorrect in any material respect, or Seller fails to sell the Property in accordance with this Agreement, Purchaser shall have the right, as its sole remedy, (a) to terminate this Agreement by giving written notice to Seller and receive the prompt return of the Deposit, (b) to enforce specific performance of Seller's obligation to sell the Property to Purchaser in accordance with this Agreement, or (c) proceed to Closing and pursue any remedies available to Purchaser, including the right to pursue Seller for damages. Purchaser shall only be entitled to bring a specific performance action against Seller if Seller breaches its obligation to convey the Property to Purchaser.

10. **INTENTIONALLY DELETED.**

11. **INTENTIONALLY DELETED.**

12. **BROKERS.** Seller and Purchaser each warrant and represent to the other that no person, firm or entity is in a position to claim a real estate brokerage commission, due diligence fee or finder's fee as a procuring cause of this transaction based upon contacts with such party or the Property. Each party shall indemnify, defend, protect and hold the other party harmless from

and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising as a result of a breach of the foregoing warranty and representation.

13. **PROPRIETARY CAPACITY.** Purchaser acknowledges and agrees that Seller is acting in its proprietary capacity with respect to the sale contemplated in this Agreement, and agrees that Seller is in no way constrained from acting in its regulatory capacity in any manner with regard to any approval relating to the Project. Purchaser understands and agrees that Seller is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Property and not as a regulatory agency of the Seller with certain police powers. Except as specifically stated herein, Purchaser further understands and agrees that no approval by Seller for purposes of this Agreement will be deemed to constitute any approval required by any federal, state, regional or Seller authority.

14. **MISCELLANEOUS.**

14.1 **NOTICES.** All notices, demands or other communications of any type given by either party to the other or to Escrow Holder, whether required by this Agreement or in any way related to this transaction, shall be in writing and shall be (a) delivered in person, in which event the notice shall be deemed received when delivery is actually made; (b) sent by overnight courier for next business day delivery, in which event the Notice shall be deemed received on the first business day after delivery to, and acceptance for delivery by, the courier; (c) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, in which event the notice shall be deemed received at the time of personal delivery; or (d) sent via email, in which event such notice shall be deemed received on the date of transmission via email if sent before 5:00 p.m. Pacific time on a business day or if sent after 5:00 p.m. Pacific time, then on the next business day, provided that the sender does not receive any failure of delivery notice. All such notices shall be sent to the following addresses:

To Seller:

City Manager's Office
City of Roseville
311 Vernon Street
Roseville CA 95605
Attn: Gina McColl
Telephone No.: (916) 774-5452
Email: gmccoll@roseville.ca.us

With a copy to:

City Attorney's Office
City of Roseville
Attn: Jonathan Levy
311 Vernon Street
Roseville CA 95605
Telephone No.: (916) 774-5325
Email: jlevy@roseville.ca.us

To Purchaser:

Eden Housing, Inc.
Charles Liuzzo
Director of Real Estate Development
Sacramento Office
1201 J Street, Suite #210
Sacramento, CA 95814
Telephone No.: 510-329-5876
Email: charles.liuzzo@edenhousing.org

With a copy to:

Chief of Real Estate Development and
Executive Vice President
Andrea Osgood
Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541

Either party hereto may change its address by notice given as provided herein to the other party and Escrow Holder.

14.2 RULES OF CONSTRUCTION. Where required for proper interpretation, words in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The headings of the Sections, Subsections and paragraphs contained in this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. This Agreement has been fully negotiated at arms' length between the parties, after advice by counsel and other representatives chosen by the parties, and the parties are fully informed with respect thereto. No party shall be deemed the scrivener of this Agreement and, accordingly, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Use in this Agreement of the words "including" or "such as", or words of similar import, following any general term, statement or matter shall not be construed to limit such term, statement or matter to the enumerated items, whether or not language of non-limitation (such as "without limitation" or "but not limited to") are used with reference thereto, but rather shall refer to all items or matters that could reasonably fall within the broadest scope of such term, statement or matter.

14.3 AMENDMENT; WAIVERS. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

14.4 TIME OF ESSENCE. Time is of the essence of this Agreement and each provision hereof. However, if either Purchaser or Seller is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, the other party will, upon the written request of the requesting party, and subject to the deadlines and other requirements of Purchaser's Financing Sources, extend the Closing Date, one

time only per party, up to fourteen (14) business days. The City Manager, on behalf of the Seller, shall have the authority to exercise this provision.

14.5 **ATTORNEYS' FEES.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions thereof, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs (including but not limited to court costs) incurred in connection with such action or proceeding.

14.6 **LAW; VENUE.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

14.7 **ENTIRE AGREEMENT.** This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

14.8 **ASSIGNMENT; SUCCESSORS AND ASSIGNS.** Purchaser shall have no right to assign this Agreement or any of Purchaser's rights hereunder without first having obtained Seller's prior written consent to such assignment, which consent may be withheld in Seller's reasonable discretion, except that Seller's consent shall not be required if the assignee (a) agrees to be bound by all of the terms and conditions of this Agreement and (b) such assignee is a business entity controlled and/or managed by, or under common control with, Purchaser, including, without limitation a limited partnership of which Purchaser (or a limited liability company of which Purchaser is a member) is a general partner; Purchaser shall deliver notice of any such assignment to Seller no later than thirty (30) days prior to the Closing Date. Any purported assignment by Purchaser to an unauthorized party shall be null and void. Subject to the foregoing, this Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

14.9 **LIMIT ON REMEDIES.** Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable for any speculative, consequential or punitive damages. No person, acting solely in his or her representative capacity, for example, as a trustee of a trust, or officer of a corporation, or municipal corporation or its officers, agents, or employees that is a party to this Agreement, shall have any personal liability for the actions of the parties pursuant to this Agreement.

14.10 **EXHIBITS.** The exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement in their entirety by such reference. The exhibits to this Agreement are the following:

- A Legal Description
- B HCD Form Covenant and Restriction
- C General Assignment
- D Predevelopment Schedule of Performance
- E Reserved
- F Grant Deed
- G Affidavit Of Non-Foreign Status

14.11 **DEFINITION OF BUSINESS DAY.** For purposes of this Agreement, the term “business day” shall mean any Monday through Friday that the City of Roseville is open for regular business, inclusive, but excluding any day on which banks are authorized to be closed by the State of California or the United States or is a recognized holiday of either the City of Roseville, the State of California, or the United States, and excluding the City of Roseville’s “flip week”. If any of the dates specified in this Agreement shall fall on a non-business day, then the date of such action shall be deemed to be extended to the next business day.

14.12 **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. Each party (i) has agreed to permit the use, from time to time, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied signature, (iii) is aware that the other will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “telecopied signature” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).

14.13 **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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Name: DOMINICK CASEY
Title: City Manager
Dated: _____

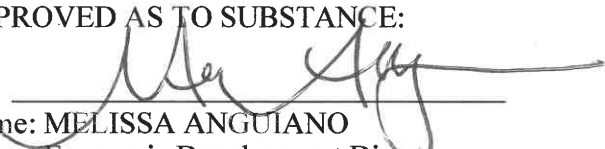
ATTEST:

By: _____
Name: CARMEN AVALOS
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: MICHELLE SHEIDENBERGER
Title: City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Name: MELISSA ANGUIANO
Title: Economic Development Director

PURCHASER:

Eden Housing, Inc.
a California nonprofit public benefit corporation

By: 
Name: Andrea Osgood
Title: Chief of Real Estate Development and
Executive Vice President

Dated: 7/13/26

By: 
Name: Tatiana Blank
Title: Chief Financial Officer

Dated: 7/13/26

Acceptance by Escrow Holder:

The undersigned hereby acknowledges that it has received originally executed counterparts or a fully executed original (which may be via facsimile or email) of the foregoing Purchase and Sale Agreement and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2026

PLACER TITLE COMPANY

By: _____

Name: _____

Its Authorized Agent

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lots 5 and 6, as shown on the Map entitled "Final Map of City of Roseville Fire Station Subdivision No. PL17- 0093," filed for record in the office of the County Recorder of Placer County on November 1, 2018, in Book EE of Maps, Page 32.

APN: 013-290-005-000, 013-290-006-000

EXHIBIT B

**Sample Covenant or Restriction to be Recorded
(per Government Code Section 54233 and/or 54233.5)**

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

Date: _____

_____ [LOCAL AGENCY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C

GENERAL ASSIGNMENT

THIS ASSIGNMENT OF CONTRACTS AND INTANGIBLE RIGHTS, made as of _____, 202__, by and between _____, a -
_____, (“Seller”),
and _____, a _____ (“Purchaser”).

WITNESSETH:

For valuable consideration, receipt of which is acknowledged, Seller and Purchaser agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.**

Seller and Purchaser are “Seller” and “Purchaser”, respectively, with respect to that certain Purchase and Sale Agreement date as of _____, 2026 (as amended and assigned to Purchaser, the “Purchase Agreement”) with respect to that certain real property located in the City of Roseville, County of Placer, California, and more particularly described in the Purchase Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

(a) Seller hereby assigns and transfers to Purchaser all right, title and interest of Seller in, to and under the contracts (the “Contracts”) described in **Exhibit A** attached hereto and made a part hereof.

(b) Seller hereby assigns and transfers to Purchaser all intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects’, engineers’, and all other consultants’ reports relating to the Property) on or related to the Property, and used exclusively in the ownership or operation of the Property.

(c) Purchaser hereby accepts the foregoing assignment, and assumes and agrees to perform all of the covenants and agreements in the Contracts to be performed by Seller thereunder that arise or accrue from and after the date of this Assignment as long as Purchaser owns the real property subject to the Contracts.

2. **INDEMNIFICATION.** Purchaser agrees to protect, indemnify, defend and hold Seller harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that Seller may incur or that may be asserted against Seller arising out of or in any way connected with, directly or indirectly, the Contracts from and after the date hereof. Seller agrees to protect, indemnify, defend and hold Purchaser harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that Purchaser may

incur or that may be asserted against Purchaser arising out of or in any way connected with, directly or indirectly, the Contracts prior to the date hereof.

3. **FURTHER ASSURANCES.** Seller and Purchaser agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective personal representatives, heirs, successors and assigns.

5. **GOVERNING LAW.** This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

6. **ATTORNEYS' FEES.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions contained herein, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such action or proceeding.

7. **COUNTERPARTS.** The parties may execute this Assignment in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Assignment as of the date first hereinabove written.

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

PURCHASER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A
to General Assignment

List of Contracts: None.

EXHIBIT D

Predevelopment Schedule of Performance

Milestone	Estimated Date
Eden Finance Committee Approval of PSA	6/17/2026
City of Roseville City Council Hearing approving PSA	9/16/2026
Submission of design for ministerial ODS review (Round 1)	9/21/2026
Receive Round 1 of Revisions from ODS Process	10/19/2026
Submit Round 2 design to ODS Process	11/09/2026
Receive Round 2 Revisions from ODS Process	11/23/2026
Receive Approvals	12/1/2026
Expiration of all appeals periods	12/10/2026
Execute Close of land sale from Roseville to Eden	1/31/2027

EXHIBIT E

Reserved

EXHIBIT F

Recorded at Request of and:
When Recorded Mail to:

Mail Tax Statements to:

(Space Above For Recorder's Use)

APN: _____

The undersigned Grantor(s) declare(s):

Documentary Transfer tax is \$ _____ and City Transfer tax is \$ _____

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale
☐ Unincorporated area: ☐ City of _____
☐ Realty not sold

GRANT DEED

For valuable consideration, receipt of which is acknowledged,
_____, a _____, hereby grants to _____
_____, a _____, the real property in the City of _____,
County of _____, State of California, described in Exhibit A
attached hereto and incorporated herein by reference, together with the easements, rights and
privileges appurtenant thereto..

Dated: _____, 20__

_____,
a _____

By: _____
Name: _____
Title: _____

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 _____)

On _____, before me, _____, a Notary Public, 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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

**EXHIBIT A
TO
GRANT DEED**

All of the real property in the City of Roseville, County of Placer, State of California, described as follows:

EXHIBIT G

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (“Seller”), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s Tax Identification Number is 94-6000409;
3. Seller’s address is 311 Vernon St., Roseville CA, 95678; and
4. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Internal Revenue Code Regulations.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20____

By: _____

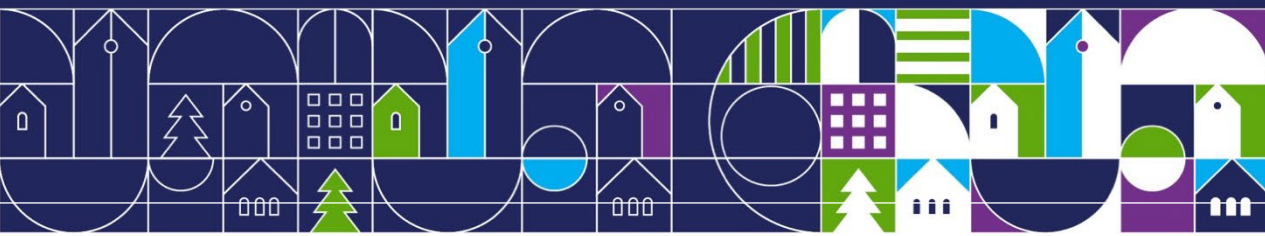


**RESPONSE TO:
BID RFP #04-30 - PURCHASE & DEVELOPMENT OF
CITY OWNED LAND (505 ROYER ST)**

CREEKSIDE SENIORS AT ROYER

Submitted by: **Eden Housing, Inc.**

July 31, 2025





COVER LETTER

Wayne Wiley
City of Roseville, Economic Development Department
311 Vernon Street
Roseville, CA 95678

July 31, 2025

Dear Mr. Wiley,

Eden Housing is excited to submit this proposal to the City of Roseville for the site located at 505 Royer Site. This proposal offers \$570,000 for both parcels included in the RFP calculated at a rate of \$10,000 per developable unit on the site. This proposal also outlines our plan to develop the site, which we have named Creekside Seniors at Royer.

Eden Housing, with our valued architect, Mogavero Architects, and our collaborative landscape architect, Roach and Campbell, are proud to present our vision for a prominent place-making project that meets the City of Roseville's housing needs and is consistent with the vision of the Downtown Roseville Specific Plan. Our project proposes 57 Senior housing units serving a range of income levels as well as thoughtful placemaking that will weave this project into the surrounding civic infrastructure and further activate the amenities on both sides of the creek and downtown Roseville. Together, this team has developed a housing and green space concept designed to ensure residents and people of all ages and abilities have the benefits of housing and easy and affordable access to downtown Roseville and its existing amenities.

Eden Housing, as one of California's largest and oldest non-profit developers, with a portfolio of over 11,000 homes under management, is well versed in complex financing structures and the nuances of affordable housing and the development of publicly owned sites. In addition to our base of operations in the Bay Area, our Sacramento office is actively developing sites in Sacramento County and looking to further bring our development capabilities to Placer County. Mogavero is a leader in the design of affordable housing developments and has a long history of successful projects throughout the Sacramento region and beyond, including the Lohse Apartments and the Main Street Plaza affordable projects in Roseville. Though not a requirement of this proposal, for the purpose of creating an intentional and thought-out response, we have also brought into the team a civil engineer, BKF Engineers, a general contractor, TriCorp Group, and a construction manager, PL Mak, to provide their insight.

We appreciate your thoughtful consideration of our submission and welcome the opportunity to bring this vision to life in partnership with the City of Roseville and the greater community. We are enthusiastic about the potential to contribute to an inclusive and vibrant development that serves Roseville's Seniors.

Eden Housing

City of Roseville - 505 Royer Street
Creekside Seniors at Royer
Affordable Housing Development Project



The details of this proposal shall remain binding and valid for a period of not less than one (1) year from the date of submission. If accepted, we will enter into negotiations to purchase and develop the property and adhere to the requirements described in this RFP, including any addenda. Please direct any questions to Charles Liuzzo, Associate Director of Real Estate Development at charles.liuzzo@edenhousing.org or 510-329-5876

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "A. Osgood", with a stylized flourish at the end.

Chief of Real Estate Development and Executive Vice President
Andrea Osgood
Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541

RESPONSE TO CITY OF ROSEVILLE RFP #04-30 CREEKSIDE SENIORS AT ROYER PROPOSAL TABLE OF CONTENTS

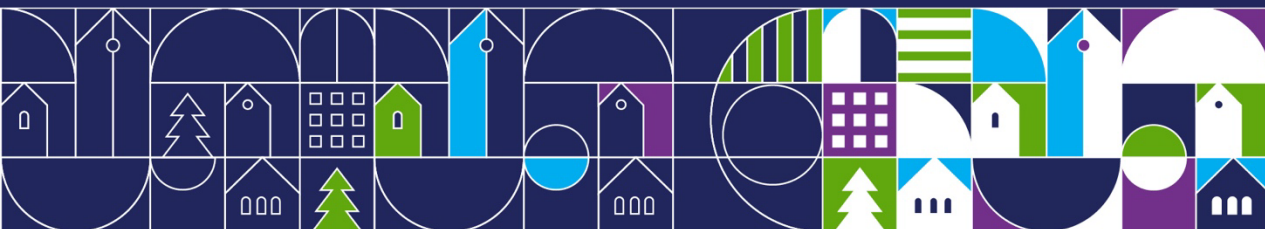
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B. Experience and References	10
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APPENDICES

Appendix A –
Creekside Seniors at Royer Full Design Package

Appendix B –
Mogavero Architects Qualification
Roach and Campbell Qualifications
BKF Engineers Qualifications
TriCorp Group Qualifications

Appendix C –
Eden Housing 2024 Audited Financial Statements





A. FIRM QUALIFICATIONS

About Eden Housing

Eden Housing is one of the oldest and most experienced affordable housing non-profit organizations in California and is based in Hayward. Since our inception in 1968 (57 years in operation), Eden has developed, acquired, or rehabilitated more than 11,400 affordable units and currently provides homes to more than 25,000 lower-income residents. As a mission-driven non-profit, we serve low- and moderate-income families, seniors, and people living with disabilities. Incomes of our residents typically range from 20% to 60% of the area median income.

Eden's work goes beyond building high quality buildings, as we strive to create strong communities for the residents who live in our housing and a permanently affordable, high-quality asset for the cities we partner with. Under the Eden Housing umbrella, Eden Housing Management, Inc. (EHMI) provides quality onsite management and maintenance of our affordable homes, and Eden Housing Resident Services, Inc. (EHRSI) offers free onsite support services and programs to help ensure our residents succeed. EHMI and EHRSI often receive commendations from our partners who know and see firsthand the work we do – including city staff, neighbors, police departments, and financial investors.

Together, the integrated company brings a combined package of experience and expertise which covers the spectrum of activities involved in developing, owning, managing, and servicing a high-quality housing development. This combined effort assures that the quality design and construction of the project is preserved through the careful long-term maintenance of the property and ongoing care and service to residents.

Throughout Eden's 57-year history, Eden has been actively adapting to and influencing the affordable housing industry in California. We strive to shape housing policy every year and innovate new financing structures with every project to ensure the long-term success of our properties, and in turn, our residents. Eden Housing was the first developer in the State of California to receive tax credits – for our 54-unit Cypress Glen affordable family housing development – and we have been continually successful at acquiring 9% and 4% tax credit allocations for our projects.





Eden's pipeline has grown and we continue to add to California's inventory of affordable housing as housing costs reach a critical point in our history. We are highly experienced in obtaining affordable housing financing through HUD and HCD, as well as local housing authority, county, and city resources. We recognize that our success rests largely on our partnerships with local governments and community organizations – from early local project approvals to long term resident services – and seek to continually strengthen these relationships.

As part of the Strategic Plan adopted in 2020, Eden set a goal to build 10,000 new units of affordable housing over the next 10 years. In order to accomplish this, Eden made the decision to commit to expanding geographically beyond the Bay Area, which had historically been its core geography for new development. Since that time, the Development team has opened offices in both Southern California and Sacramento to accelerate its pipeline growth in those areas. The Eden Sacramento office is located in downtown Sacramento and has two Sacramento-based Development team members working full-time out of that office.

In 2020, Eden was selected through RFP by the Sacramento Housing and Redevelopment Agency (SHRA) to develop the Donner Field site, a city-owned site that has remained vacant for decades. That project secured over \$13.6 million in local funding before winning an allocation of 4% tax credits and a CDLAC tax exempt bond in April 2025. The project is slated to start construction in October 2025 and will be Eden's first successful construction start in the City of Sacramento. Eden is also developing sites in the cities of Sacramento and Elk Grove and previously developed a 79-unit community in Lodi in 2017. Eden is committed to expanding in the Sacramento region and is eager to grow its pipeline of projects in the area.

Eden Housing has nearly 500 employees, and its main office is in Hayward, CA. Eden is consistently named one of the Top 50 affordable housing companies in the nation by

The Eden Difference

New at Eden, we have begun to transform Move-In Days at our new communities into fun-filled, community-centered orientation events. By getting the mountains of paperwork and compliance done beforehand, we have made move-in a day of celebration and of welcoming residents to their new homes. Our Move-In Day events set the groundwork for a positive community from day one. Highlights of these events include:

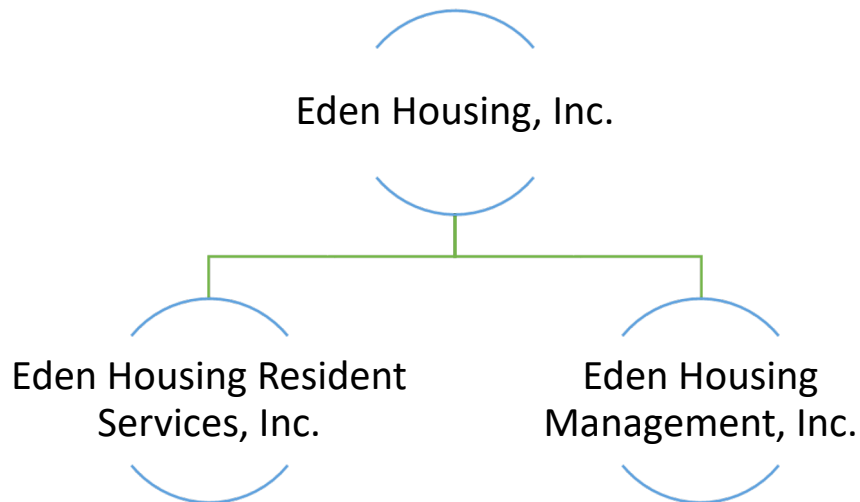
- Residents, site staff, and case managers building a relationship over a shared meal.
- Provides an opportunity for project funders and partners to volunteer and meet residents
- Gives residents the opportunity to connect with each other and develop friendships and community support.
- Fosters a sense of responsibility and collaboration amongst residents and staff.

These Move-In Day events, made possible because of Eden's fully integrated operations, with development, management, and services provided in-house, allow us to create a unique event that enhances resident experience and leads to smoother building operations over time.



Affordable Housing Finance Magazine, the leading national publication that ranks and reviews affordable housing.

Organizational chart of Eden Housing and its constituent parts:



Eden Housing's staffing levels have remained consistent over the last three years with no material variations in size.



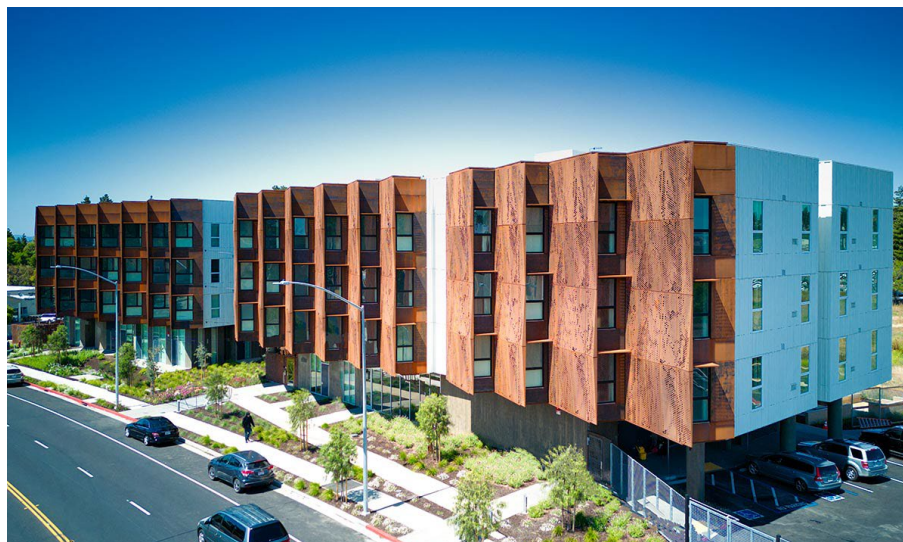
Recent Awards and Recognitions:

Eden Housing stands as a beacon of innovation and commitment in the realm of affordable housing. The accolades we have garnered are a testament to our unwavering dedication to excellence in design, resident services, and organizational culture. These honors recognize our design and developmental achievements, progressive business practices, and our holistic approach to community building and resident support.

Recent Awards and Recognitions:

- **Top 50 Affordable Housing Owners in the U.S.**, Affordable Housing Finance Magazine, 2016-2025
- **Top 50 Affordable Housing Developers in the U.S.**, Affordable Housing Finance Magazine, 2025, 2024, 2021
- **Best-in-Class Employer**, Gallagher, 2021-2025
- **Golden Nugget Awards:**
 - Solaire Apartments (San Jose), 2025
 - Blue Oak Landing (Vallejo), 2024
- **Healthiest Employer in the Bay Area**, San Francisco Business Times and Silicon Valley Business Journal, 2016-2017, 2019
- **Best Place to Work in the Bay Area**, San Francisco Business Times and Silicon Valley Business Journal, 2015-2017
- **Excellence in Motion Award of Merit**, Metropolitan Transportation Commission (MTC), for transit-oriented developments:
 - Weinreb Place (Hayward)
 - Ford Road Plaza and Monterey Villa (San Jose), 2016

These awards underscore Eden Housing's holistic approach to affordable housing - merging architectural excellence with community-centric services. Our consistent recognition across various facets of development and community engagement highlights our role as a leader in creating sustainable, inclusive, and vibrant communities throughout California.





About Mogavero Architects

For over thirty years, Mogavero Architects has designed buildings and communities with the goal to inspire sustainability and create places with meaning. Our award-winning architecture, planning and urban design services have been provided to clients throughout California in small towns and intensely urban settings.



As skilled facilitators and outreach consultants, we assist clients in project communications and approvals, gain support for controversial projects, and let community thought inform our designs. Mogavero Architects' LEED accredited professionals' dedication to green, sustainable design has been demonstrated on projects since its inception. For a broad variety of economic, social and environmental reasons the practice focuses on dense urban infill mixed use projects. Our firm's founders pioneered cutting edge, green building with an emphasis on passive heating and cooling and ventilation systems, daylighting and other natural conservation systems.

Mogavero Architects assess the context of the building on the site, position in the neighborhood, contribution to the built environment, and future purpose. Materials, methods, and technologies are continually evaluated with an eye towards enduring value, efficiency and acclaimed design. We thrive on complex projects that involve many product types, financing sources, and stakeholders.

Let's Build Something **TOGETHER**





B. EXPERIENCE AND REFERENCES

Eden has a long history of partnering with public sector entities to develop affordable housing in urban locations. We also pursue sites offered on the market by private sellers when economic conditions are favorable. Eden Housing's robust development pipeline has enabled the team to open (and re-open after renovation) numerous projects in the last decade, with many more to follow in the coming years. Below is a list of the projects that completed new construction in the past ten years. In addition to these completed projects, Eden currently has approximately 55 projects and 5,500 units in various stages of its development pipeline.

New Construction Pipeline

Project	Year Completed	Units	Location
Donner Field	Construction Start October-2025	67	Sacramento
The Magnolias	Construction Start October-2025	66	Morgan Hill
Downtown Library	Under Construction	124	Santa Cruz
Mulberry Family	Under Construction	150	Riverside
La Vista	Under Construction	176	Hayward
La Avenida	Under Construction	100	Mountain View
Vista Verde	Under Construction	76	Freedom
Mitchell Park	Under Construction	50	Palo Alto
Pac Station North	Under Construction	128	Santa Cruz
Timber Street	Under Construction	79	Newark
Legacy Court	Under Construction	43	Richmond
Mulberry Senior	Under Construction	59	Riverside



Crescent Grove	2025	72	Castro Valley
The Riveter	2025	41	San Rafael
Light Tree Apartments	2024	128	East Palo Alto
Blue Oak Landing	2024	75	Vallejo
Solaire Apartments	2023	130	San Jose
Vivalon Healthy Aging Campus	2023	67	San Rafael
Mesa Terrace	2023	46	San Jose
The Randall	2023	41	Healdsburg
Granite Ridge	2022	73	Fremont
Walnut Grove	2022	50	Los Gatos
Loro Landing	2022	62	San Leandro
The Starling	2022	70	Alameda
Reilly Station	2021	61	Fremont
Corsair Flats	2020	60	Alameda
Hana Gardens	2018	63	El Cerrito
Pauline Weaver	2018	100	Fremont
Miraflores	2018	80	Richmond
Valor Crossing	2017	66	Dublin
Cranes Landing	2017	80	Lodi
Alta Mira	2016	151	Hayward
Camphora Apartments	2016	44	Soledad
Studio 819 Apartments	2015	49	Mountain View
Weinreb Place	2015	22	Hayward





Recent Public Disposition Experience

Our constantly growing pipeline is predominantly growing by the addition of sites that were awarded to Eden through a form of public disposition. Throughout California, Eden has a history of winning sites offered by cities, counties, and the State through RFP, the Surplus Lands Act, the State Excess Sites program, or some other form. We continue to be trusted by municipalities to develop their land assets and we highly value our reputation for delivering on our promises. The table below is a select list of projects currently in our pipeline that we have acquired through public disposition just in the last five years.

PROJECT NAME	LOCATION	UNITS	YEAR AWARDED
LAS DELTAS	North Richmond	115	2025
BAY POINT VETERANS	Bay Point	80	2025
BENICIA SENIORS	Benicia	97	2025
WOLFE ROAD	Cupertino	156	2024
77TH AND BANCROFT	Oakland	90	2023
PACIFIC STATION NORTH	Santa Cruz	128	2023
LIBERATION PARK	Oakland	119	2022
73RD STREET	San Diego	120	2022
EAST LAUREL DRIVE	Salinas	132	2022
MULBERRY - SENIORS	Riverside	59	2021
MULBERRY - FAMILY	Riverside	150	2021
OAK HILL	Marin	115	2021
DOWNTOWN LIBRARY	Santa Cruz	124	2021
MITCHELL PARK PLACE	Palo Alto	50	2021
EAST SANTA CLARA SENIOR	San Jose	68	2021
DONNER FIELD	Sacramento	67	2020





Relevant Experience

A diverse and expansive portfolio such as Eden's provides the organization with deep experience that it can apply to any new project. In recent years, due to the increasing complexity of affordable housing and California development in general, Eden has increasingly taken on complicated and new types of project that have required innovation and creativity. This includes partnering with non-profit organizations and/or for-profit developers, building in dense urban areas, implementing creative financing strategies, and working hand-in-hand with municipalities to overcome NIMBYism and other roadblocks that generally block affordable housing.

For this submission, we have highlighted three recent projects that we think are highly relevant to this proposal. All three projects feature either Seniors, sites acquired through a form of public agency disposition, and/or built on a small site in a tight neighborhood context



DONNER FIELD SENIOR APARTMENTS

4501 9th Avenue, Sacramento, CA
55+ Senior Housing



Highlights:

- Construction start anticipated in October 2025
- Eden Housing was awarded the site through an SHRA-issued RFP in 2020
- 67 Senior Housing units targeted at AMIs 30%-50%, with 17 units reserved for homeless and mental/behavioral health disorders.
- Designed to achieve at least GreenPoint Silver rating and the site features single-family homes on three sides and a charter school on the fourth side.
- Mogavero Architects serves as the architect for the project
- Total Development cost of \$38 million

Reference:

Christine Weichert, Sacramento Housing and Redevelopment Agency
cweichert@shra.org or (916)440-1353





CRESCENT GROVE

22447 Ruby Street, Castro Valley, California

Families, Disabled/Special Needs



Highlights:

- Completed April 2025 after only 15 months of construction followed by full lease up in 30 days.
- 72 units targeted at AMIs 20%-60% with 18 units set aside for families experiencing homelessness, 15 units set aside for Veterans through the VASH program, and 10 units set aside for people with disabilities.
- Acquired from CalTrans with the Housing Authority of the County of Alameda (HACA) using the Surplus Lands Act.
- Also built a portion of the San Lorenzo Creekway, a bicycle and pedestrian active transportation corridor.
- Achieved GreenPoint Platinum rating with all electric construction, heat pump hot water and HVAC, rooftop solar, and reclaimed wood.
- Total Development cost of \$62 million

Reference:

Jennifer Cado, Housing Authority of the County of Alameda

jenniferc@haca.net or 510-727-8514



Eden Housing

City of Roseville - 505 Royer Street
Crescent Grove at Royer
Affordable Housing Development Project



SOLAIRE APARTMENTS

427 Auzerais Avenue, San Jose, California
Families, Senior, Special Needs

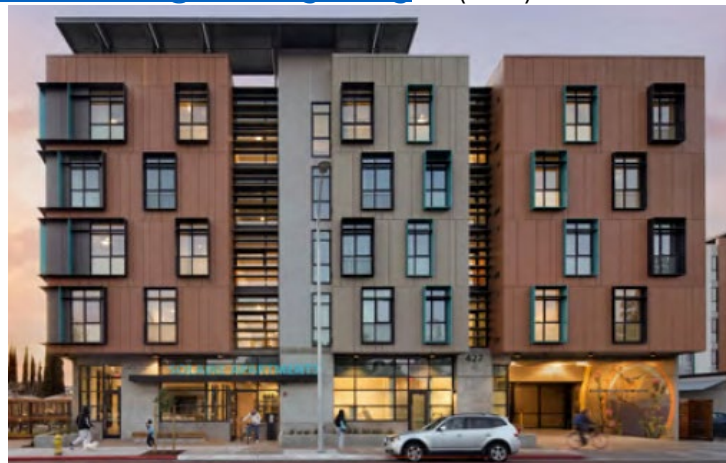


Highlights:

- Completed December 2023. 1.03 acre site at 126 units per acre.
- 130 units targeted at AMIs 30%-60% with half of the units reserved for permanent supportive housing for formerly homeless individuals.
- Utilized Trauma Informed design principles, emphasizing physical, psychological, and emotional safety while promoting empowerment.
- 2025 Golden Nugget award winner recognizing exceptional design, planning, and development concepts.
- Total Development cost of \$82 million

Reference:

Consula Hernandez, County of Santa Clara
consuelo.hernandez@ceo.sccgov.org or (408) 510-8595





C. QUALIFICATIONS OF TEAM

Eden's Approach

Eden Housing has a robust system in place to ensure **quality control** at every stage of the development process. As one of the oldest affordable housing developers in the state, decades of institutional knowledge and growth have enabled Eden to deliver community after community of high-quality affordable housing.

With a development team of over 30 full-time employees, Eden's deep bench enables the organization to maintain a high level of capacity to take on new, complex projects at any time. A high degree of financial stability as well as Eden's ability to recruit and retain talent allows each project to remain fully staffed. Beyond the organization's high capacity, specific steps are taken to ensure that the complex process of development is reviewed by many eyes. This includes:

- A reporting structure that includes a dedicated project manager per project along with continual, experienced supervision as well as final checks on business decisions by the department's Chief of Real Estate Development.
- A policy and practice of peer review throughout the development process, including:
 - Regular Project Risk Reviews by department leadership to help shed light on project threats and opportunities and share knowledge from across the development pipeline
 - A process of peer review before major funding application submissions, enabling a multiple-eyes system of mitigating high-stakes clerical errors.
 - All-hands meetings at major project milestones to maintain an all-company approach to delivering project success

The Eden Difference

Eden's long development history means we have a deep bench of experienced construction and design professionals who help us develop functionally rational buildings that are cost efficient to build and affordable to maintain. Highlights for this project's team include –

- Mogavero has designed thousands of units of affordable housing over the last 32 years. This includes the Lohse Apartments and Main Street Plaza projects in Roseville located in close proximity to this project's site.
- PLMak has been the primary construction manager for Eden for 25 years and have also managed affordable projects for other developers, including the Main Street Plaza project, giving them an expertise that is unmatched in the industry.
- TriCorp recently completed the award-winning Sonrisa and just broke ground on the Sakura projects in downtown Sacramento. These projects are small, infill sites in tight neighborhood contexts and give them the experience unique to the challenges of this site.

Eden doesn't just rely on our experience but leverages this track record to make sure we always use "the best in the biz".

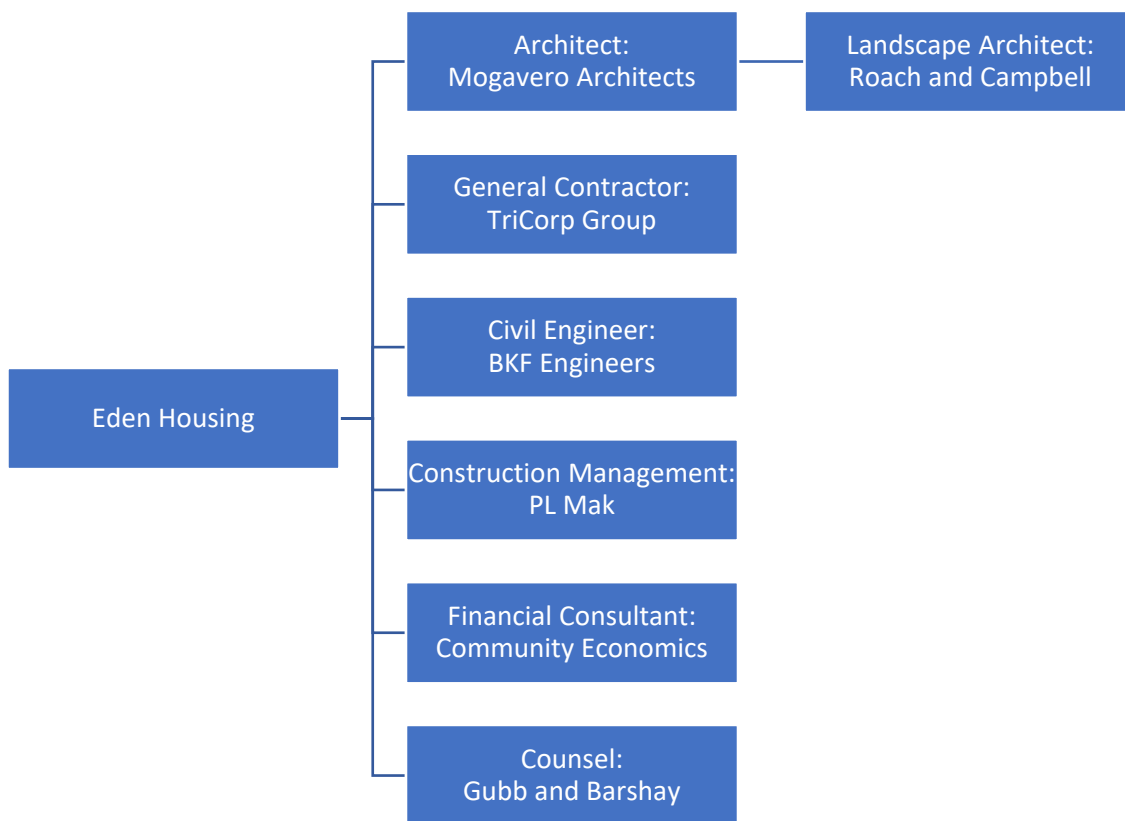


- Longstanding partnerships with the industry's best experts, including:
 - Experienced financial consultants
 - Talented legal counsel with expertise in the intersection of tax credit finance and community development
 - Owner's representation with decades of experience delivering, troubleshooting and maintaining Eden's high-quality homes

Housing is built by people, and twists and turns are inevitable throughout the process. However, Eden's processes, resources and talented staff enable a high level of competence and oversight throughout the project's life cycle, swiftly resolving issues that come up.

Project Team

Eden Housing will be the developer of the project and be responsible for overall management of all aspects of the project. Several other organizations have already been identified as members of the team and will perform the tasks specific to their area of expertise.



Charles Liuzzo will be the direct project leads for Eden Housing with supervision provided by Andrea Osgood. Cecilia Chouhy will be the project manager for Mogavero Architects with supervision provided by Renner Johnston. Brief biographies for these individual team leads,



as well as Roach and Campbell, are included below and further qualifications and biographies for additional team members are included in the appendix of this proposal.



Charles Liuzzo, Associate Director of Real Estate Development

Email: Charles.liuzzo@edenhousing.org

Phone: 510-329-5876

Office Location: Sacramento, CA

Project Role: Charles joined the Eden Housing Development team in 2022 to lead the company's development efforts in the greater Sacramento region. Working out of his office in downtown Sacramento, he is responsible for project management, staff supervision, and business development in the region. Charles will be the lead Project Developer handling the day-to-day responsibilities of the Creekside Seniors at Royer project through predevelopment and construction.



Andrea Osgood, Chief of Real Estate Development

Email: AOsgood@edenhousing.org

Phone: (510) 247-8103

Office Location: Hayward, CA

Project Role: Andrea Osgood was promoted from Senior Vice President of Real Estate Development to Chief of Real Estate Development in June 2023. Since joining Eden's development team in 2008, Andrea has overseen the development of nearly 3,000 new homes and the acquisition of over 1,500 existing units throughout California, supervising a pipeline of \$1.8 billion in assets. She will lead Eden's collaboration with the City, assist with supervision of development staff, actively participate in early development activities, and provide guidance and expertise throughout the development process.



Cecilia Chouhy, Principal

Email: cchouhy@mogaveroarchitects.com

Phone: (916) 443-1033

Office Location: Sacramento, CA

Project Role: With over 17 years of experience in the design and development of mixed use, multifamily housing, and student housing projects, Cecilia Chouhy has contributed in the design of several award-winning projects at Mogavero Architects. Cecilia will serve as the project manager for the Creekside Seniors at Royer project, directly managing the design process and the full design team.



Renner Johnston, President

Email: rjohnston@mogaveroarchitects.com

Phone: (916) 443-1033

Office Location: Sacramento, CA

Project Role: Renner Johnston, AIA, LEED AP, blends over two decades of architectural expertise with a deep-rooted commitment to sustainability. Inspired by his experiences in Europe, he earned a Masters in Architecture from the University of Oregon before joining Mogavero Architects in 1996, where he now serves as President. Renner will serve as the Principal in charge for Creekside Seniors at Royer, providing supervision and direction to the design team from beginning to end.



Bill Roach, Principal

Email: bill@roachcampbell.com

Phone: (916) 945-8003

Office Location: (916) Sacramento, CA

Project Role: Bill is driven by the belief that well designed outdoor spaces are critical for social interaction and can intensify awareness of the natural world around us. With 30 years of professional experience Bill has worked with public and private clients on projects ranging from large scale urban design to site specific planning and master planned development. Bill will be the project lead for all landscape architecture design and coordination.





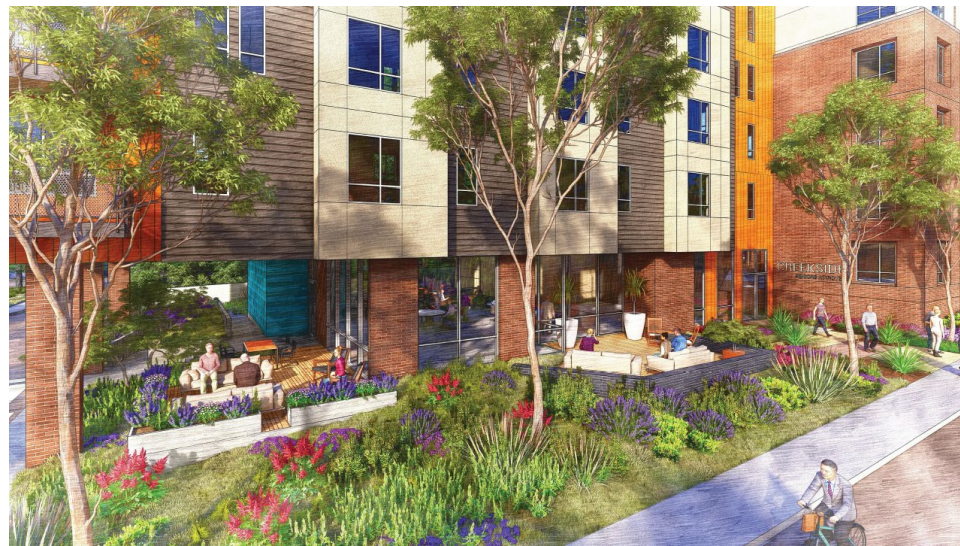
D.PROJECT UNDERSTANDING

Our approach to this project is framed by our understanding of three critical components: the immediate location context of the site, the Downtown Specific Plan, and the topographic challenges of the site. We designed our project with these three things front of mind and rather than see them obstacles, we leaned into these components to design a site that is more fully integrated within the site's context.

Immediate Location Context

The first thing that we understood, and which attracted us to this site, is its immediate proximity to civic infrastructure and public amenities, namely the Roseville Civic Center and Vernon Street Town Square, the Roseville Public Library, the Taylor Street Pedestrian Bridge, and its connection to Royer Park.

Appreciating this, our design seeks to further activate these amenities by integrating with them and serving as a further connection amongst them. We strove to accomplish this primarily



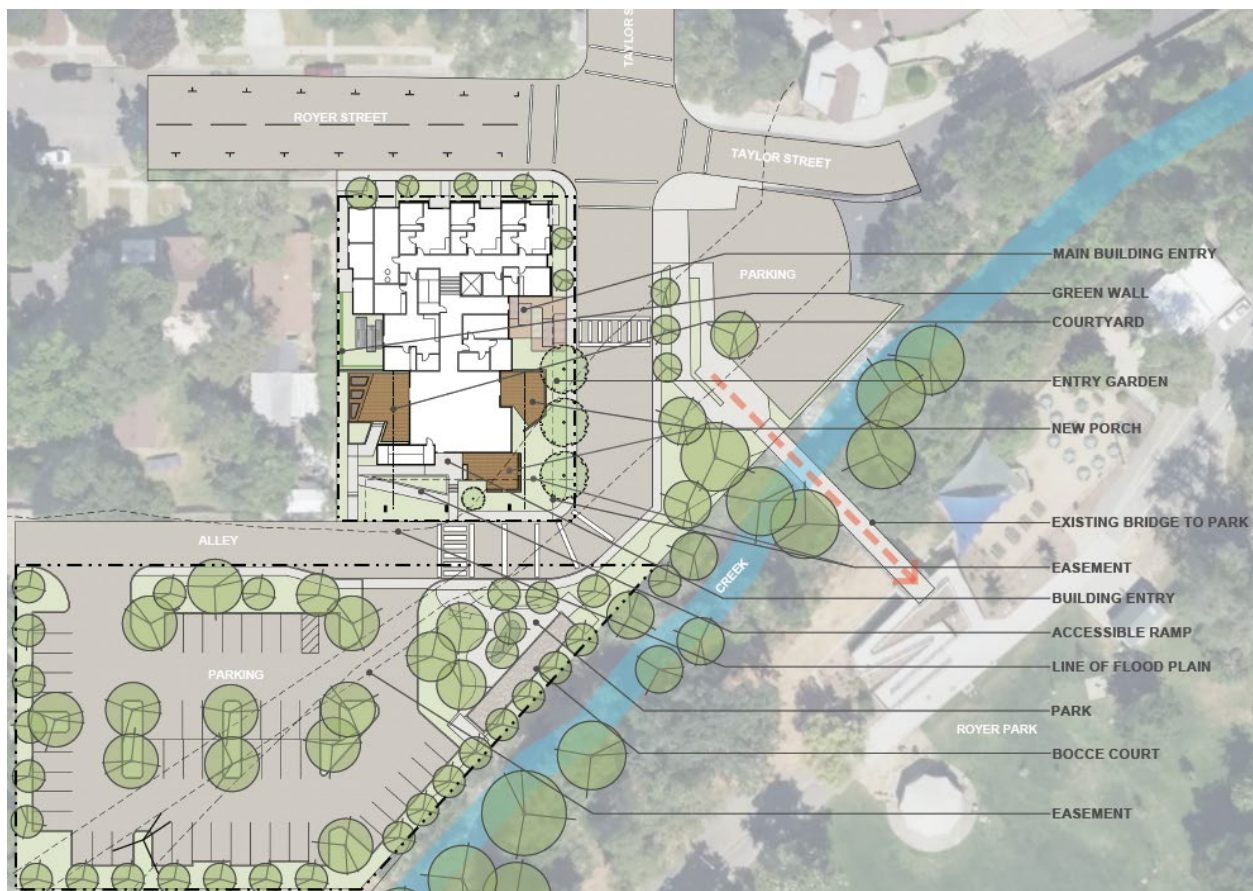
through green open space intentionally placed on the eastern orientation of the site that creates a “front porch” that faces the pedestrian bridge and Royer Park. This front porch orientation features shared seating and a community gathering space, enhancing the vibrancy of the existing public amenities. This green space is also viewable from both the library and the park, creating a visual connection that further weaves these neighborhood elements together.

This concept is further developed with the parklet on the southern parcel that is currently home to an existing parking lot. While this parcel will serve as surface parking for residents of the community, we have also made sure to program it with open space and active space that interacts not just with our building but with the planned pedestrian pathway extension coming from Taylor Street Bridge. A bocce ball court placed in the parklet will create a dynamic interface between the property and the planned pedestrian trail, promoting safety through natural surveillance (“eyes on the park”), while encouraging active living and social engagement for residents, all within a walkable, nature-connected environment.



This site also exists on the border of a neighborhood consisting predominantly of single-family attached homes and directly faces them on the north-western and south-western sides of the site. Development on this site needs to be designed to minimize impact and disruption to these neighbors. Eden and Mogavero are both experienced in designing projects in these conditions and our design's massing gently steps down from 5-stories to 4-stories on the northwestern corner that immediately borders and faces these single-family homes. This minimizes the building's visual impact and enhances the compatibility with the streetscape. Further, we have intentionally oriented the southwestern portion of the building, where the common area is on the ground floor, so that there is approximately 20 feet between the site boundary and the building rather than placing it flush up against the site boundary.

This orientation serves two purposes; it creates literal space between the neighborhood and the building, lessening the visual impact, and also creates a green space for residents that is more private than the front porch area. Additionally, to thoughtfully engage the surrounding neighborhood, the building places ground-floor patios along Royer Street, encouraging informal connections between residents and passersby. These patios provide a human-scale edge that supports the rhythms of the existing residential context.





Downtown Specific Plan (DTSP)

This planning document was our starting point for understanding the site and served as a guiding framework throughout the design process. Our design aligns with the Downtown Specific Plan (DTSP) in several key ways, including:

- **Reinforcing a vibrant, walkable downtown core**

Our project places affordable senior housing within steps of civic amenities like the Roseville Public Library, Royer Park, and the downtown civic center. It orients its main entrance toward the Taylor Street pedestrian bridge, extending and strengthening this key pedestrian corridor. This not only reinforces the DTSP's vision of a walkable, active downtown but also ensures that residents can access public resources, events, and community life without needing to rely on a car.

- **Activating the streets and public realm**

The site design includes a shaded courtyard along Taylor St providing outdoor seating, and a bocce court, all oriented to face the creek and pedestrian pathway. These features animate the public realm, create opportunities for spontaneous interaction, and contribute to a safer, more inviting environment. For seniors, these shared spaces help foster a sense of belonging, encouraging daily social engagement and building informal community ties.

- **Respecting the scale and fabric of downtown**

The building anchors the corner of Royer and Taylor Streets with a strong urban frontage, using porches and balconies to bring residential life to the street and activate the public edge. From that corner, the building steps back along Taylor Street to form a landscaped courtyard that opens toward a proposed parklet at the edge of the creek. This push-pull in the building mass not only provides visual relief and a clear relationship to the natural context but also follows DTSP guidelines for varied massing and public-facing open space. Elements like façade articulation, material variation, and residential-scale projections help relate the building to the scale of nearby single-family homes—providing a respectful and intentional transition between the existing neighborhood and the evolving mixed-use downtown district.

- **Expressing local character through materials and design**

Our design carefully integrates the use of high-quality materials that reflect Roseville's historic identity, by placing them at key locations such as entries and building corners. In particular, we've incorporated brick at the street frontage, and weathered Corten steel at the main entrance and other prominent points to reference the city's downtown character and railroad heritage. These materials create visual interest at the pedestrian level, reinforce the building's base-middle-top composition, and respond directly to the DTSP's call for durable, context-sensitive finishes. The result is a building that is both lasting in quality and deeply connected to its surroundings.





- **Creating housing that supports equity and livability**

With 100% of units dedicated to low-income seniors, the project advances the DTSP's call for equitable, inclusive downtown housing. Residents benefit from design features that support healthy aging: views to nature, abundant daylight, accessible open spaces, and common areas that promote both activity and quiet retreat. These amenities, paired with proximity to transit and services, support independence, well-being, and dignity.

We employed these measures, and more, to create a project that contributes meaningfully to the downtown fabric, while enhancing the life of our residents. This design establishes a thoughtful, site-specific relationship with its context, embracing the unique location at the edge of Dry Creek and across from vital civic infrastructure.

Through its architecture, landscape, materials, site layout, and program, the project actively supports the kind of inclusive, vibrant, and sustainable downtown that the DTSP envisions. And more importantly, it offers seniors an environment rich with daily opportunity: to walk across the Taylor Street bridge for a summer concert in Royer Park, to enjoy a bocce match in the garden with the distant sound of a little league game nearby, or to stop by the library for a free tech workshop or reading program.

The green spaces we've designed are community-building infrastructure. They invite intergenerational activity, quiet reflection, and moments of spontaneous connection. With the library, the park, the civic center, and the downtown farmers market all within walking distance, we see this project as a place where seniors can remain active, independent, and meaningfully engaged in the life of their city.





Topographic Challenges

The site has specific topographical challenges that needed to be understood and incorporated into the design, namely the slope of the site and the presence of a flood zone in certain portions of the site. As with the other aspects of our understanding, we worked with these realities to create a more thoughtfully designed project.

Grade Change

The site has a significant grade change in the south to southeastern portion of the site which creates a slope. The site's natural topography actually creates an opportunity and we placed our front porch green open space at the bottom of this slope instead of attempting to straddle the grade change. Essentially, we are placing the common space where we have the most room to do so. We also placed the common rooms at the southern side of the project at the bottom of the slope. As the site descends, the building lifts—creating generous, high-ceilinged community rooms that open to the adjacent park. These community rooms have taller vertical windows, which helps the design achieve consistency with the goals of the DTSP. Lastly, this orientation places the green space and its accompanying activation away from the neighborhood and towards the bridge and park, which further serves the goal of minimizing the impact on the neighborhood and activating the public spaces.

Flood Zone

The location of the flood zone occurs in roughly the same manner as the slope change and many of the ways we addressed the slope change also apply to our flood zone efforts. Some additional design choices include:

- Because structures can't be built on the southeastern corner of the site, it required that we place the front porch open space in this corner. This complimented our other intentions to minimize the impact on the neighborhood and integrate with the existing public amenities.
- The southern parcel is almost completely in a flood zone that essentially renders it unbuildable. The southern parcel, more than just being the location for all of the project's parking needs, is an opportunity to enhance the neighborhood by creating a parklet with landscaping, green space, and a bocce ball court that is situated alongside the Taylor Street Pedestrian Bridge and the planned extension of this path on the western portion Dry Creek.

Eden and Mogavero are both deeply experienced in the design of affordable housing in similar situations to this site and our process always starts with understanding the neighborhood. Instead of fighting the site grade change and flood zone, we have embraced these factors as an asset and incorporated them into our design as an essential element to create a project that is truly connected with its surroundings.



E. DEVELOPMENT PLAN

Our development plan starts with an understanding of the site's context and the section above enumerates many of the biggest aspects of our design. Several components of our design that have not yet been discussed include:

Development Programming

Seniors were chosen for this site because of Roseville's housing needs and the restraints imposed by the site's size. Roseville's Housing Element states that affordable housing of all types is needed within the City and our research was not able to identify any Senior affordable housing within Downtown Roseville or within close proximity. Bringing this housing type downtown will increase the variety of people calling downtown home and contribute to the overall diversity of the area.

Additionally, the tightness of the site presented a challenge for designing a building with a high enough unit count to make it financially feasible. A Large Family housing type was considered, but this population requires a significant amount of 2 and 3-bedroom units, and the size of these units limited the unit count we could provide. Seniors, with studios and 1-bedroom units that use less square footage, are a perfect fit for the size restraints of the site and also match the expressed housing needs of Roseville. The result is a project with a gross square footage of 47,000 square feet and that provides 50 parking spaces.

The project is designed to serve Seniors in a range of incomes from 30% - 60% AMI. This will create a community that serves a diverse range of households, meets the market needs for housing, and is financially viable. The project also features 15 units that would serve a homeless or special needs population. 15 units serving these populations would allow the project to exceed the 25% requirement that is de facto required by State funding programs in current regulations.

The Eden Difference

Eden has developed a "Design Standards and Product Specifications" guideline that is utilized by the development team on all projects. These documents catalogue our experience across our portfolio and ensure that we are using the best methods and products at all times. These guidelines encompass aspects big to small, including things like –

- Size and orientation of residential and community spaces for maximum usefulness and cost effectiveness.
- Exterior materials that both look the best and are most durable.
- Unit interior finishes that work best for Families, Seniors, and Special Needs
- Appliance brands that use the least amount of energy and require the least maintenance

These standards were developed with significant input from our property operations and asset management teams to make sure that these are not just ideas that look good on the front end but that also stand up to the wear and tear of actual use. Just meeting our own internal standards alone almost guarantees that projects will receive at least GreenPoint Silver rating. Eden, as the long-term owner of the projects it develops, is committed to building sustainable and durable projects that are assets to their communities.



These 15 units would be all of the 30% AMI units at the property and the intention is that they would be layered with Project Based Vouchers or another form of housing voucher. Reserving the 30% AMI units for homeless/special needs and layering them with vouchers (whether PBV or other) has become the standard procedure and allows us to balance the needs of State programs while maintaining project feasibility.

Unit Type	AMI Level	Count
Studio	30% AMI	10
1-Bed	30% AMI	5
1-Bed	50% AMI	20
1-Bed	60% AMI	21
2-Bed	Manager's Unit	1
Total	42.4% Average	57
	<i>Special Needs Units</i>	<i>15</i>

Amenities will include the three green spaces that all provide a different option for residents; the front porch space will be a publicly visible space that allows residents to feel a part of the community, the green space on the side adjacent to the neighborhood will provide a more private space that for quiet relaxation, and the landscaping and bocce court in the parklet will provide a more active space green open space for residents to engage with.

Additional amenities will include washers and dryers for residents and a large multipurpose room for resident use. This multipurpose room will primarily be used for programming provided by the property's resident services. Programming will feature a range of adult education classes such as digital literacy, financial planning, cooking, and language services. The space will also be generally available to residents and will serve as an opportunity for them to get out of their unit and mingle with their neighbors. The ground floor common area will also feature the management offices and service provider offices, which will include room for on-site case management services if this is required for any residents.





Commitment to Sustainability

Our team is committed to delivering an exemplary new construction project for the City of Roseville. The project will serve as a leading-edge example of sustainable development that embodies the environmental priorities of the local and regional community. Our team will focus on strategies that reduce consumption of valuable resources while creating healthy and enjoyable spaces for residents and neighbors. Eden's objective is to create a sustainable project that meets and/or exceeds both CTCAC, State, and City of Roseville objectives.

The project will incorporate sustainable features to reduce the project's energy use and carbon footprint. We anticipate implementing the following sustainability and resource conservation strategies:

- Safely eliminate existing on-site gas infrastructure and develop an all-electric powered community
- Install rooftop photovoltaic generation to offset on-site electrical use
- Install high efficiency windows and doors for energy conservation
- Specify fiberglass-based insulation that meets Greenguard Gold Certification for energy conservation
- Specify low embodied carbon materials for new construction such as exploring options for mineral wool insulation, linoleum flooring, and fiberglass windows
- Specify a preference for locally sourced and post-consumer recycled materials.
- Install LED lighting with occupancy sensors
- Procure ENERGY STAR rated appliances for energy efficiency
- Install Electric Vehicle (EV) capable pre-wired parking spaces with electric vehicle supply equipment
- Install EV charging stations funded through available green infrastructure incentive programs
- Provide secure bike storage spaces
- Provide a minimized parking ratio to reduce reliance on private fossil-powered automobiles and promote public transportation usage





Project Schedule and Process



This project has several advantages that allow it to proceed on a timeline that is more predictable and quicker than other affordable projects. The City of Roseville's Objective Design Standards give a prescribed process that is more predictable and can move faster than traditional discretionary approval processes. We believe the project as currently envisioned should meet these design standards and our schedule below conservatively factors this into consideration.

Local funds will likely be derived from State or federally administered funds that are allocated to the City of Roseville. We understand that these funds and Project Based Vouchers are subject to availability based on budget situations. We are cautiously optimistic that these funds will be more readily available in the future than they are today. Upon receiving approval for local funds, the project will be ready to first apply for HCD funds and then for tax credits and a tax-exempt bond administered by TCAC/CDLAC. Due to the competitive nature of this project, we are

confident that the project should be able to secure awards in both programs eventually. With funding at the State and federal levels currently uncertain, with some indicators pointing positively and others negatively, the plan outlined below is speculative but represents the most likely outcome regardless of how specifics shake out in the future.

Throughout the process, Eden will seek to expedite every step of the way by relying on strategies such as:

- Cultivating a proactive and cooperative relationship with the neighborhood, the City of Roseville, and elected officials to build community support and help the project avoid roadblocks that cause timeline delays.
- Early engagement of a general contractor and key trades during the design process, including during the RFP response stage, to design a project that minimizes surprises and maximizes efficiencies well before construction starts.
- Utilizing techniques such as prefabrication of wall and floor-ceiling panels off-site during construction to reduce the time needed for construction.
- Eden's ability to finance predevelopment costs allows us to go further in design and bring in consultants earlier, making for a more comprehensive and streamlined project throughout the process.



Milestone	Start Month/Year	End Month/Year
Selection of Developer	July 2025	October 2025
Exclusive Negotiations Agreement	November 2025	April 2026
Community Workshops and Concept Design	May 2026	September 2026
Purchase Agreement	August 2026	October 2026
Local Funding Applications	June 2026	May 2027
State of CA Funding Applications	June 2027	August 2028
TCAC Application	September 2028	June 2029
Design and Permitting	May 2026	October 2029
Finance Closing	June 2029	November 2029
Residential Construction	December 2029	April 2031
Lease up and Stabilization	March 2030	December 2030





F. FINANCING PLAN

Eden Housing was the first developer in the State of California to receive tax credits and has been continually successful acquiring 9% and 4% tax credit allocations ever since. In the last two years, Eden has closed over 15 deals with a variety of debt and equity partners. Eden has extensive experience with institutional and private financing that includes conventional construction and permanent loans, tax-exempt bonds, and low-income housing tax credits – both the competitive 4% and 9%, and hybrid 4%/9% programs.

The project is currently underwritten as a 4% execution with soft debt from local sources and the State's Multifamily Housing Program (MHP) and Infill Infrastructure Grant (IIG) program.

Permanent Funding Source	Funding Type	Details	Total Dollars
Local Funding	Soft Loan	City of Roseville Various Sources	\$5,000,000
CA HCD	Soft Loan	MHP	\$7,000,639
CA HCD	Soft Loan	IIG	\$3,287,843
Limited Partner	Equity	LIHTC Equity	\$15,315,175
Limited Partner	Equity	Non-Priority Deferred Fee	\$2,202,466
General Partner	Equity	Deferred Developer Fee	\$213,194
Bank Debt	Permanent Loan	Leveraging PBVs	\$3,774,325
Total			\$36,793,642

Permanent Debt: The project includes a permanent mortgage, which is shown in a single tranche that leverages Section 8 overhang. Tenant rents up to restricted AMIs cover operating expenses on this project. We have assumed interest rates consistent with the current market for debt. The project reflects 15 Section 8 vouchers, which are layered on Special Needs units restricted at 30% AMI to enable deeper affordability for this target population. As noted above, Eden's strong track record with conventional lenders will allow the project to get competitive rates and terms for debt financing.

Local Funding: Our underwriting for this phase of the project includes a line item for local funding, expected to be from the City of Roseville. Roseville is the primary local funding source for projects in the city and works to make funds available to projects as often as they can. However, we know that the City, like almost all municipalities in 2025, does not have a surplus of affordable housing funds to put towards projects. However, we have spoken with staff at the Housing Authority and believe that we can work with them to identify sources of money that can be secured and put towards the project. We are excited to work with the Housing Authority on this task and believe that our assumptions in this plan are reasonable given enough time.

California HCD Funds: The funding stack proposed relies on two funding sources that are both administered through HCD's "SuperNOFA". Projects apply for both these sources at the same time and are scored together for both sources. The previous disposition of this site through the Surplus Lands Act means that it will secure an additional point in the SuperNOFA scoring, making it a more competitive project. The project's further qualification as an infill project makes it eligible for the IIG funding, which can offset the majority of the



costs related to site development, offsite improvements, infrastructure, and more. Securing these two major sources at the same time would save months on the project's schedule as compared to the past or if they had to be secured from different sources. 25% of the units are restricted to Special Needs specifically to comply with MHP scoring criteria.

Low-Income Housing Tax Credit Equity: We have structured this phase as a bond-financed 4% tax credit execution that includes both Federal and State credits, a structure that Eden has used many times. Though allocation of private activity bonds through CDLAC has grown competitive, Eden's projects have repeatedly competed favorably in recent years. An additional key aspect of maximizing tax credit equity will be to structure the project to maximize tax credit eligible basis. Eden has a strong team of counsel and auditors who can assist us to make sure that as much of the project scope as possible can generate tax credits. We have assumed a \$0.87 investor pay-in per dollar of Federal tax credits, which leaves room for the unpredictable nature of equity pricing. The recent federal regulation changes that allow projects to be financed with tax-exempt bond allocations that account for 25% of eligible basis (from 50%), introduces some unpredictability in the market as equity investors react to an expected increase in the number of projects available for investment. The pricing in this proposal reflects a conservative approach that accounts for a possible drop in tax credit pricing. Eden is well regarded by both direct investors and tax credit syndicators and routinely obtains highly competitive pricing on each project.

Deferred Developer Fees: Consistent with the regulations for the 4% tax credit program, this project assumes a net developer fee of \$2,000,000 and \$213,194 in priority deferred developer fee paid from cash flow in the first 12 years, as is customary. Another \$2,202,466 million is underwritten as non-priority deferred fee or GP capital, which would be paid from Eden's share of residual receipts. This structure allows the project to maximize eligible basis, which is used to determine the amount of tax credits. Note that the net developer fee is well below the maximum allowable under restrictions but is within Eden's acceptable range of returns on a project. Eden routinely structures projects with less developer fee returned to Eden in order to increase the financial feasibility of a project and works to increase this number through smart decision making and construction savings.





G. REQUIRED STATEMENTS

Proposer assures that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City. An executed "Proposer's Certification" is included with this proposal. Proposer certifies to all statements of assurance as required by the RFP.



Attachment A

PROPOSER'S CERTIFICATION

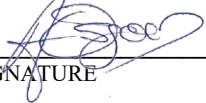
I hereby propose to negotiate to purchase and develop the property as specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to one hundred and eighty (180) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications 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.

Eden Housing, Inc.

NAME OF BUSINESS



SIGNATURE

Andrea Osgood, Chief of Real Estate Development

NAME & TITLE, TYPED OR PRINTED

22645 Grand Street, Hayward, CA 94541

MAILING ADDRESS

510.247.8103

TELEPHONE NUMBER

aosgood@edenhousing.org

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company



H. EXCEPTIONS

This proposal contains no exceptions to the requirements of the RFP.



I. COMPETENCY OF PROPOSERS

Eden Housing, Inc. (EHI) has not had any judgments, bankruptcies, foreclosures or stop payment notices in the past seven (7) years. In the normal course of business EHI is subject to lawsuits and claims resulting from operations of EHI's approximately 150 affiliated properties managed by Eden Housing Management, Inc. and EHI and its affiliates obtain liability, property and workers compensation insurance that cover liabilities arising out of such lawsuits as well as the cost of defense and has not experienced any material losses related to lawsuits, arbitrations, mediations, or any similar actions or claims filed or resolved in the past seven (7) years. We are happy to provide additional or detailed information as necessary.

Eden Housing's 2024 audited financial statements are included as Appendix C.

Appraisal of Real Property

Vacant Land

300 Taylor Street and 505 Royer Street

Roseville, Placer County, California 95678

Prepared For:

City of Roseville Economic Development Department

Date of the Report:

April 29, 2025

Report Format:

Appraisal Report

IRR - Sacramento

File Number: 193-2025-0182



Subject Photographs



300 Taylor Street and 505 Royer Street
Roseville, California

Aerial Photograph





April 29, 2025

Wayne Wiley
Economic Development Director
City of Roseville Economic Development Department
311 Vernon Street
Roseville, CA 95678

SUBJECT: Market Value Appraisal
 300 Taylor Street and 505 Royer Street
 Roseville, Placer County, California 95678
 IRR - Sacramento File No. 193-2025-0182

Dear Mr. Wiley:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is, pertaining to the fee simple interest in the property.

The client and intended user is City of Roseville. The intended use of the report is for establishing the market value of the subject property for property disposition purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject property represents vacant land previously improved with a county courthouse building which contained 7,900± square feet of rentable area and was demolished in 2021. The property is comprised of two non-contiguous Assessor's parcels encompassing 1.16± acres, or 50,478 square feet of land area. The property is dividing by an alley. Portions of the subject are located within either a floodplain, or floodway and are subject to development restrictions. A more detailed legal and physical description of the subject property is contained within the attached report.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, applicable state appraisal regulations and the appraisal guidelines of the City of Roseville.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion of value is as follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	April 24, 2025	\$580,000

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.

1. Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through and development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. It is assumed any legally permissible development in these areas would be approved by FEMA and the City of Roseville.

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.

Respectfully submitted,

Integra Realty Resources - Sacramento



Lance Jordan, MAI
Certified General Real Estate Appraiser
#AG012709
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Email: ljordan@irr.com



Ligia Dejeu
Certified General Real Estate Appraiser
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Executive Summary

Address	300 Taylor St. and 505 Royer St. Roseville, Placer County, California 95678
Property Type	Land
Owner of Record	City of Roseville
Tax ID	013-290-005 and 013-290-006
Land Area	1.16 acres; 50,478 SF
Zoning Designation	CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District), Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use District)
Highest and Best Use	Multi-family development (apartments, condominiums and/or senior housing)
Exposure Time; Marketing Period	9-12 months; 9-12 months
Effective Date of the Appraisal	April 24, 2025
Date of the Report	April 29, 2025
Property Interest Appraised	Fee Simple
Sales Comparison Approach	
Number of Sales	5
Range of Sale Dates	Oct 22 to Apr 25
Range of Prices per SF (Unadjusted)	\$10.57 - \$26.58
Market Value Conclusion	\$580,000 (\$11.49/SF)

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 Economic Development Department 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.

1. Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through and development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. It is assumed any legally permissible development in these areas would be approved by FEMA and the City of Roseville.

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.

Identification of the Appraisal Problem

Subject Description

The subject property represents vacant land previously improved with a county courthouse building which contained 7,900± square feet of rentable area and was demolished in 2021. The property is comprised of two non-contiguous Assessor's parcels encompassing 1.16± acres, or 50,478 square feet of land area. The property is dividing by an alley. Portions of the subject are located within either a floodplain, or floodway and are subject to development restrictions.

Property Identification

Address	300 Taylor St. and 505 Royer St. Roseville, California 95678
Tax ID	013-290-005 and 013-290-006
Owner of Record	City of Roseville
Census Tract Number	020901 / 1034

Sale History

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date. In May 2022, the subject went into contract to be purchased by BRIDGE Housing Corporation. The buyer planned to develop the property with a 72-unit affordable senior housing development. The buyer ultimately was not awarded a grant to fund the project and the contract was terminated.

Pending Transactions

Based on discussions with the appropriate contacts, 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.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, April 24, 2025

The date of the report is April 29, 2025. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

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:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. 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.¹

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

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.³

Client and Intended User(s)

The client and intended user is City of Roseville. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for establishing the market value of the subject property for property disposition purposes. The appraisal is not intended for any other use.

¹ 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

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

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 previously appraised the property that is the subject of this report for another client. We have provided no other 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.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made 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.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site and improvements, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Lance Jordan, MAI	None	N/A
Ligia Dejeu	On-site	April 24, 2025

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the 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

In developing an opinion of value for the subject, only the sales comparison approach is used. 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 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.

Economic Analysis

Sacramento MSA Area Analysis

The subject is located in the Sacramento-Roseville-Arden-Arcade, CA Metropolitan Statistical Area, hereinafter called the Sacramento MSA, as defined by the U.S. Office of Management and Budget. The Sacramento MSA is 5,094 square miles in size, and is the 27th most populous metropolitan area in the nation. The Sacramento MSA is comprised of four counties – El Dorado, Placer, Sacramento 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 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.

Population

The Sacramento MSA has an estimated 2025 population of 2,413,840, which represents an average annual 0.1% increase over the 2020 census of 2,397,382. The Sacramento MSA added an average of 3,292 residents per year over the 2020-2025 period, and its growth in population contrasts with the State of California which had a 0.3% average annual decrease in population over this time.

Looking forward, the Sacramento MSA's population is projected to increase at a 0.1% annual rate from 2025-2030, equivalent to the addition of an average of 3,379 residents per year. The Sacramento MSA's growth contrasts with California, which is projected to decline at a 0.1% rate.

Population Trends					
	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
El Dorado County	191,185	188,656	184,002	-0.3%	-0.5%
Placer County	404,739	422,203	431,305	0.8%	0.4%
Sacramento County	1,585,055	1,581,005	1,587,222	-0.1%	0.1%
Yolo County	216,403	221,976	228,205	0.5%	0.6%
Sacramento MSA	2,397,382	2,413,840	2,430,734	0.1%	0.1%
California	39,538,223	38,870,482	38,763,700	-0.3%	-0.1%

Source: Claritas

Employment

Total employment in the Sacramento MSA was estimated at 1,107,600 jobs at year-end 2024. Between year-end 2014 and 2024, employment rose by 204,000 jobs, equivalent to a 22.6% increase over the entire period. There were gains in employment in nine out of the past ten years. The Sacramento MSA's rate of employment growth over the last decade surpassed that of California, which experienced an increase in employment of 14.7% or 2,337,600 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Sacramento MSA unemployment rate has been consistently lower than that of California, with an average unemployment rate of 5.3% in comparison to a 5.9% rate for California.

Recent data shows that the Sacramento MSA unemployment rate is 4.6% in comparison to a 5.2% rate for California, a positive sign that is consistent with the fact that the Sacramento MSA has outperformed California in the rate of job growth over the past two years.

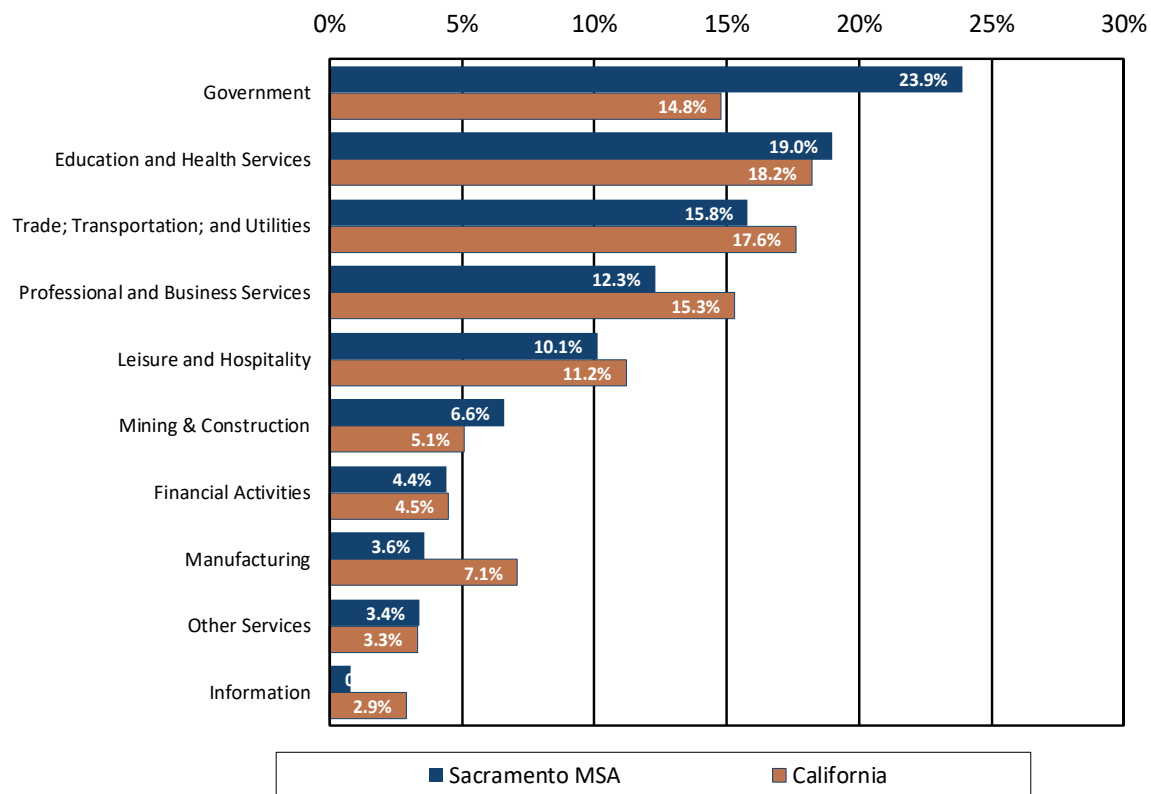
Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Sacramento MSA	% Change	California	% Change	Sacramento MSA	California
2014	903,600		15,938,800		7.2%	7.6%
2015	940,600	4.1%	16,447,500	3.2%	5.9%	6.3%
2016	966,600	2.8%	16,792,700	2.1%	5.3%	5.5%
2017	992,500	2.7%	17,175,900	2.3%	4.6%	4.8%
2018	1,018,500	2.6%	17,488,200	1.8%	3.8%	4.3%
2019	1,035,400	1.7%	17,737,000	1.4%	3.6%	4.1%
2020	982,700	-5.1%	16,263,400	-8.3%	8.9%	10.2%
2021	1,045,100	6.3%	17,507,800	7.7%	6.4%	7.3%
2022	1,071,800	2.6%	17,958,100	2.6%	3.8%	4.3%
2023	1,095,900	2.2%	18,090,600	0.7%	4.3%	4.8%
2024	1,107,600	1.1%	18,276,400	1.0%	4.8%	5.4%
Overall Change 2014-2024	204,000	22.6%	2,337,600	14.7%		
Avg Unemp. Rate 2014-2024					5.3%	5.9%
Unemployment Rate - December 2024					4.6%	5.2%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Sacramento MSA job market is depicted in the following chart, along with that of California. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Sacramento MSA jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

The Sacramento MSA has greater concentrations than California in the following employment sectors:

1. Government, representing 23.9% of Sacramento MSA payroll employment compared to 14.8% for California as a whole. This sector includes employment in local, state, and federal government agencies.
2. Education and Health Services, representing 19.0% of Sacramento MSA payroll employment compared to 18.2% for California as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Mining & Construction, representing 6.6% of Sacramento MSA payroll employment compared to 5.1% for California as a whole. This sector includes construction of buildings, roads, and utility systems, as well as mining, quarrying, and oil and gas extraction.
4. Other Services, representing 3.4% of Sacramento MSA payroll employment compared to 3.3% for California as a whole. This sector includes establishments that do not fall within other defined categories, such as private households, churches, and laundry and dry cleaning establishments.

The Sacramento MSA is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 15.8% of Sacramento MSA payroll employment compared to 17.6% for California as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Professional and Business Services, representing 12.3% of Sacramento MSA payroll employment compared to 15.3% for California as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Leisure and Hospitality, representing 10.1% of Sacramento MSA payroll employment compared to 11.2% for California as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Financial Activities, representing 4.4% of Sacramento MSA payroll employment compared to 4.5% for California as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.

Major Employers

Major private-sector employers in the Sacramento MSA are shown in the following table.

Major Employers - Sacramento MSA		
	Name	Number of Employees
1	Kaiser Permanente	18,903
2	Sutter Health	17,500
3	Dignity Health (formerly Mercy)	8,356
4	Apple	5,000
5	The Raley's Cos.	4,488
6	Pacific Gas & Electric Co	4,080
7	Safeway	4,005
8	Intel	4,000
9	Blue Shield of California	2,512
10	Thunder Valley Casino Resort	2,508

Source: Sacramento Business Journal, The Book of Lists; The List - Sacramento Area Private Sector Employers, February 2025

Gross Domestic Product

The Sacramento MSA ranks 31 in Gross Domestic Product (GDP) out of the nation's 384 metropolitan statistical areas.

Economic growth, as measured by annual changes in GDP, has been somewhat lower in the Sacramento MSA than California overall during the past decade. The Sacramento MSA has grown at a 2.8% average annual rate while the State of California has grown at a 3.3% rate. However, the Sacramento MSA has recently performed better than California. GDP for the Sacramento MSA rose by 2.2% in 2023 while California's GDP rose by 2.0%.

The Sacramento MSA has a per capita GDP of \$63,531, which is 24% less than California's GDP of \$83,373. This means that Sacramento MSA industries and employers are adding relatively less value to the economy than their counterparts in California.

Gross Domestic Product				
Year	(\$,000s) Sacramento MSA	% Change	(\$,000s) California	% Change
2013	116,573,960	—	2,340,335,300	—
2014	119,818,240	2.8%	2,428,675,700	3.8%
2015	124,917,474	4.3%	2,545,979,500	4.8%
2016	127,496,875	2.1%	2,623,711,700	3.1%
2017	131,157,393	2.9%	2,740,550,300	4.5%
2018	136,933,816	4.4%	2,850,970,300	4.0%
2019	141,901,315	3.6%	2,969,609,000	4.2%
2020	138,904,231	-2.1%	2,933,320,200	-1.2%
2021	147,352,494	6.1%	3,154,188,600	7.5%
2022	150,430,279	2.1%	3,184,007,800	0.9%
2023	153,782,657	2.2%	3,248,656,600	2.0%
Compound % Chg (2013-2023)		2.8%		3.3%
GDP Per Capita 2023	\$63,531		\$83,373	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

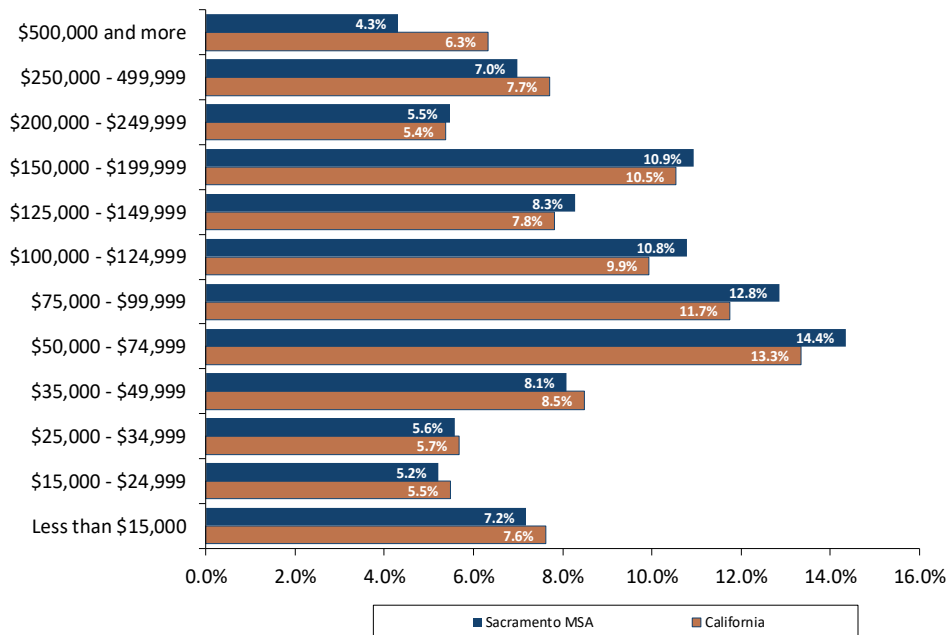
The Sacramento MSA is slightly less affluent than California as a whole. Median household income for the Sacramento MSA is \$93,280, which is 1.6% lower than the corresponding figure for California.

Median Household Income - 2025	
	Median
El Dorado County	\$112,508
Placer County	\$112,036
Sacramento County	\$87,659
Yolo County	\$85,977
Sacramento MSA	\$93,280
California	\$94,758
Comparison of Sacramento MSA to California	- 1.6%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. The Sacramento MSA has a greater concentration of households in the middle income levels than California. Specifically, 46% of Sacramento MSA households are between the \$50,000 - \$150,000 levels in household income as compared to 43% of California households. A lesser concentration of households is apparent in the higher income levels, as 28% of Sacramento MSA households are at the \$150,000 or greater levels in household income versus 30% of California households.

Household Income Distribution - 2025



Source: Claritas

Transportation

A significant strategic advantage of the Sacramento MSA is its proximity to large markets and transportation accessibility to them via extensive highway, rail, water and air systems.

The region has over 800 miles of state highways. The hub of freeways in the region makes the area desirable 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 to the 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; various extensions have been completed in the years since to encompass an expanded service area. The district operates three light rail lines, with 53 stations across Sacramento County.

The Sacramento region has access to various railroads. The north-south and east-west main lines of the Union Pacific Railroad intersect in Sacramento; 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 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 13 passenger carriers, including American Airlines, Delta, United Airlines, Air Canada, Aeromexico, Alaska Airlines, Frontier, Hawaiian Airlines, Horizon, Jet Blue, Southwest, Spirit and Volaris, and seven cargo carriers. Major expansions of the terminals and parking facilities were completed between 2004 and 2012. In February 2023, the airport announced SMForward – a multi-project plan to expand capacity at the airport. Some of the proposed projects began construction in 2024 and are scheduled to be completed by late 2027.

The Sacramento International Airport serviced 12.05 million passengers (includes total enplaned and deplaned) in 2018 and 13.17 million passengers in 2019. Service declined significantly in 2020 as a result of the pandemic and restrictions on travel, with an estimated 5.58 million passengers. In 2021, the airport serviced 9.7 million passengers as the economy began to recover, followed by 12.31 million passengers in 2022; 12.98 million passengers in 2023 and 13.64 million passengers in 2024. 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 the Sacramento metro include the Sacramento Kings, an NBA team which plays out of the Golden 1 Center downtown; the Sacramento Republic FC, a MLS (major league soccer) team which plays out of Heart Health Park within the grounds of Cal Expo, though a new stadium is being planned in the Downtown Railyards District; and the River Cats, a Triple-A minor league baseball team which plays out of Sutter Health Park in West Sacramento.

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.

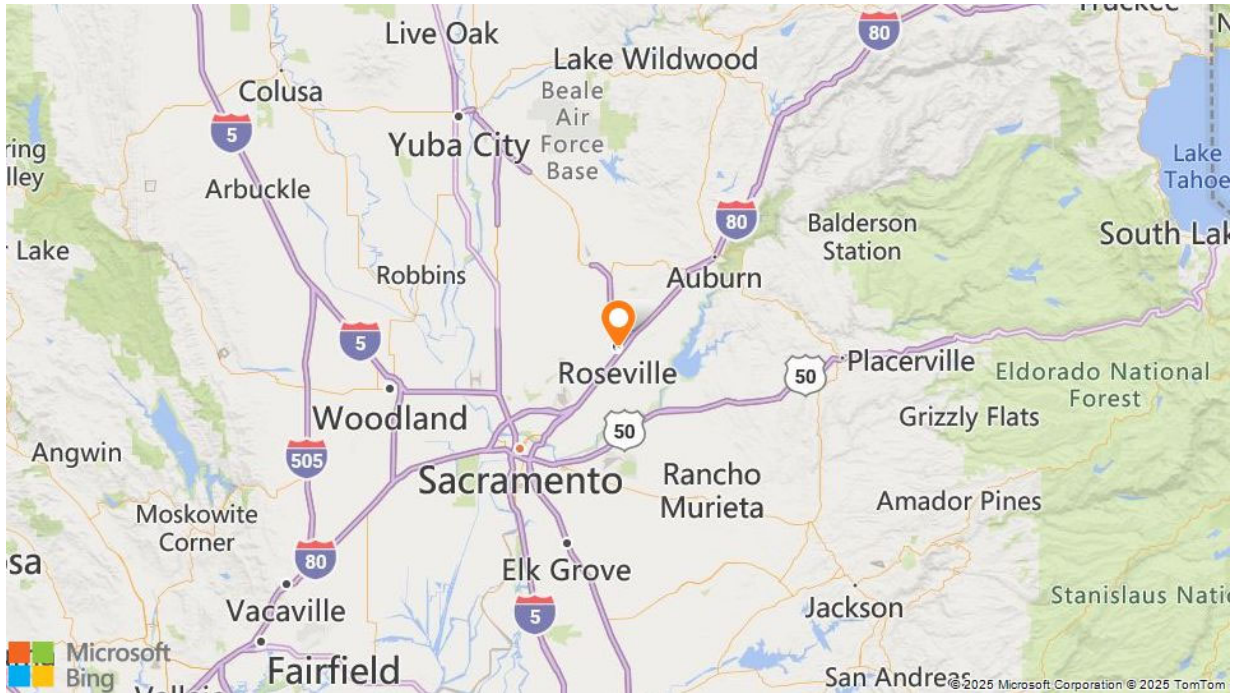
In terms of higher education, the region's largest universities are the University of California Davis and California State University, Sacramento. Six community colleges are located in the region, including Sierra College, American River, Cosumnes River, Folsom Lake, Sacramento City and Woodland Community 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 MSA is the fifth-largest metro area in California. 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. The Sacramento MSA economy will benefit from a stable to slightly growing population base. The Sacramento MSA experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than California over the past decade. It is anticipated that the Sacramento MSA economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

Introduction

This section of the report provides an analysis of the observable data that indicate patterns of growth, structure and/or change that may enhance or detract from property values. For the purpose of this analysis, a neighborhood is defined as a group of complementary land uses; buildings, or business enterprises.

Neighborhood Boundaries

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. 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 downtown area of the City of Roseville. The subject's neighborhood can generally be described as Interstate 80 to the east, Douglas Boulevard to the south, Foothills Boulevard to the west, and Pleasant Grove Boulevard to the north.

Access and Linkages

The subject property is located at the southwest corner of Royer and Taylor Streets, north of Douglas Boulevard. Royer and Taylor Streets are interior streets. Primary neighborhood thoroughfares in the subject's vicinity include Washington Boulevard, Main Street, Church Street, Atlantic Street, Douglas Boulevard and Riverside Avenue. The latter three thoroughfares connect with Interstate 80 within two miles of the subject. Interstate 80 is a major east-west freeway connecting the area with Sacramento and San Francisco to the west and Reno, Nevada to the east. South of the subject property are railroad tracks used by Union Pacific for freight transport and Amtrak for passenger transport. The Union Pacific Rail yards are located south of the subject, east of Foothills Boulevard. Amtrak's passenger rail station is located on Pacific Street in Downtown Roseville southwest of the subject and provides daily service to Sacramento, Davis, Martinez, and Emeryville to the west; to the east, the trains connect with Colfax, Truckee and Reno and ultimately reach Chicago, Illinois.

Public transportation in the neighborhood is available via Placer County Transit (PCT), a regional bus system that serves Roseville, Granite Bay, Loomis, Rocklin, Auburn, and Colfax. Currently, the PCT has a free transfer agreement with all of the Sacramento Regional Transit buses and trains.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2025 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Roseville, CA (city)	Placer County, CA
Population 2020	15,410	109,653	309,554	147,773	404,739
Population 2025	15,304	108,242	309,315	159,778	422,203
Population 2030	15,192	107,387	309,845	164,752	431,305
Compound % Change 2020-2025	-0.1%	-0.3%	0.0%	1.6%	0.8%
Compound % Change 2025-2030	-0.1%	-0.2%	0.0%	0.6%	0.4%
Households 2020	6,264	42,341	115,409	55,210	152,101
Households 2025	6,264	42,064	115,652	59,201	158,079
Households 2030	6,246	41,894	116,057	60,900	161,327
Compound % Change 2020-2025	0.0%	-0.1%	0.0%	1.4%	0.8%
Compound % Change 2025-2030	-0.1%	-0.1%	0.1%	0.6%	0.4%
Median Household Income 2025	\$78,878	\$94,070	\$98,953	\$114,108	\$112,036
Average Household Size	2.4	2.5	2.7	2.7	2.6
College Graduate %	27%	35%	36%	44%	42%
Owner Occupied %	47%	57%	64%	67%	72%
Renter Occupied %	53%	43%	36%	33%	28%
Median Owner Occupied Housing Value	\$490,173	\$585,128	\$606,229	\$680,254	\$711,487
Median Year Structure Built	1967	1985	1989	1998	1994
Average Travel Time to Work in Minutes	23	26	28	30	29

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 108,242, and the average household size is 2.5. Population in the area has declined since the 2020 census, and this trend is projected to continue over the next five years. This is in contrast to the population of the city of Roseville, which is projected to grow, as discussed previously.

Median household income is \$94,070, which is lower than the household income for the city of Roseville. Residents within a 3-mile radius have a lower level of educational attainment than those of the city of Roseville, while median owner-occupied home values are considerably lower.

Land Uses

The subject neighborhood contains a mix of residential, commercial and community uses. The neighborhood is estimated to be over 90% built-out. The immediate vicinity of the subject represents the Downtown/Historic Old Town District of Roseville. Downtown is located south of the railroad tracks primarily along the Vernon Street corridor, while, Historic Old Town is located north of the railroad tracks and is bounded by Main Street to the north, Pacific Street to the south, Washington Boulevard to the west and Lincoln Street to the east.

The subject's immediate area and just north, has enjoyed recognition as a revitalized historic commercial district and benefits from its proximity to significant mature and new residential development, as well as regional transportation routes. The subject's neighborhood is primarily composed of mature retail development with supporting residential and office development interspersed throughout. The residential development in the neighborhood is generally targeted toward median-income buyers and is primarily located south and west of the subject property. The

quality and condition of the homes in the subject's neighborhood are considered average relative to other areas of Roseville.

In order to support private and public investment in the area, the City of Roseville has focused on several public improvement projects that will benefit the subject neighborhood. Additionally, the City has been actively working on the Downtown Vernon Street and Historic Old Town Specific Plan Project, which will help implement the Downtown Vision created by planners in early 2006. The Roseville City Council adopted the Downtown Specific Plan on April 1, 2009. The project area is 160 acres and includes Vernon Street, Historic Old Town, Royer Park, Dry Creek and the Oak Street/Douglas corridor. The goals of the project are to improve connectivity within Downtown as well as between Downtown and its surroundings; identify land uses and development standards responsive to market opportunities and that facilitate quality architecture and urban design; reinforce identity through the establishment of character districts and gateway elements; create and enhance public places that support community activity, spirit and involvement; and promote arts, culture, heritage, entertainment and education.

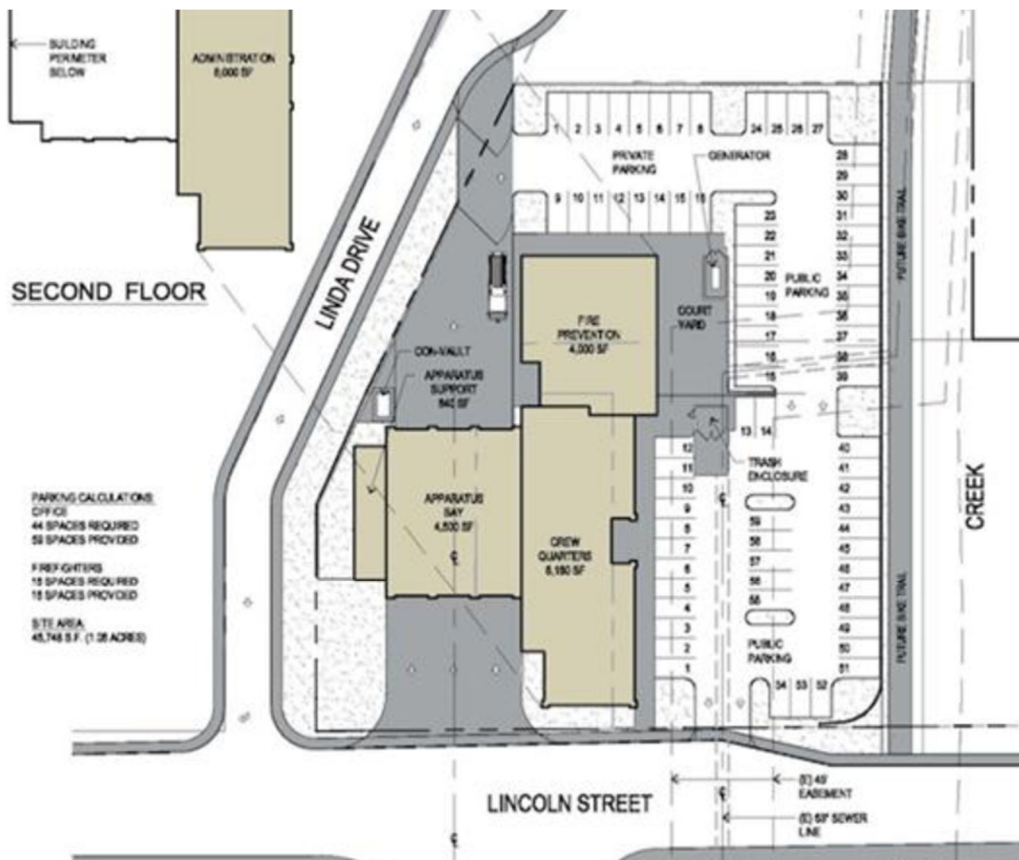
Two prominent structures that have been completed along Vernon Street in Downtown Roseville are the Civic Plaza Office Complex and Parking Garage project. These developments are located between Vernon and Oak Streets at Grant Street. The parking portion was completed in 2007 and is a five-level, approximately 550-space free public parking garage. The parking facility also includes 5,000 square feet of ground floor retail space fronting Vernon Street. As the neighborhood's first multi-level parking facility, this structure was constructed to meet parking demands and provide supplementary parking inventory into the future. The Civic Plaza Office Complex consists of a four-story, 50,000± square foot office building with ground floor retail space located at 116 S. Grant Street. Construction of this building was ultimately completed to warm shell condition in early 2016. The building remained vacant for several years before the Roseville City Council approved the purchase of the property in December 2019 and is partially occupied by the City utility Roseville Electric.

The Vernon Street Town Square project commenced construction in August 2012 and was completed in August 2013. The Vernon Street Town Square is located adjacent to the Roseville Civic Center and is bordered by Oak, S. Grant, and Vernon Streets. The purpose of the Town Square project was to provide a public space that can accommodate a variety of events and activities year-round. The space provides landscaping and lighting, event amenities (stage, convertible spaces, etc.), an interactive water fountain, signage and other improvements. The total cost was estimated at \$4.5 million. Current and past events include, but are not limited to, free concerts, Wine Down Wednesday, Comedy Night, Movie Night Sing-Along, Food Truck Mania, Kids Fun Zone, Classic Car shows and Friday Flicks.

Another four-story, 83,000± square foot mixed-use building (ground floor retail and office on the upper floors) was completed in late 2016. The building is located at 316 Vernon Street and replaces the old city hall building. The new building houses a large portion of the city staff and adult education/continuing education classes for Sierra College. Construction of a second parking garage at the corner of Oak and Washington Streets was completed and opened for operation in mid-June 2018. This garage has seven-stories with 429 parking spaces, bringing the total garage parking to nearly 1,000 spaces.

Other recently completed and proposed projects include the construction and relocation of the existing fire station from 401 Oak Street to the corner of Oak and Lincoln Streets, the Bridges and Trail project, The Lohse Apartments and a more recently proposed project in the historic downtown Roseville area, Junction Crossing. A summary description (some *verbatim* from city documents) as to what is proposed, and some design drawings are as follows:

- “The relocation of Fire Station #1 from the intersection of S. Grant Street and Oak Street will provide an approximately 3-acre development site. Integrated into the development is a creek walk intended to connect Douglas Blvd. to the current Icehouse bridge location. From there you will be able to gain access to the fully completed bike trail system that will take you all the way out to Sierra College Blvd. This level of development will then help to activate the Downtown! As part of the Downtown Specific Plan the relocation of Fire Station No. 1 was supported by the community. An evaluation of where to site a new station was performed and the intersection of Oak and Lincoln Street was selected.”* Construction of the new fire station was completed and opened June 2018



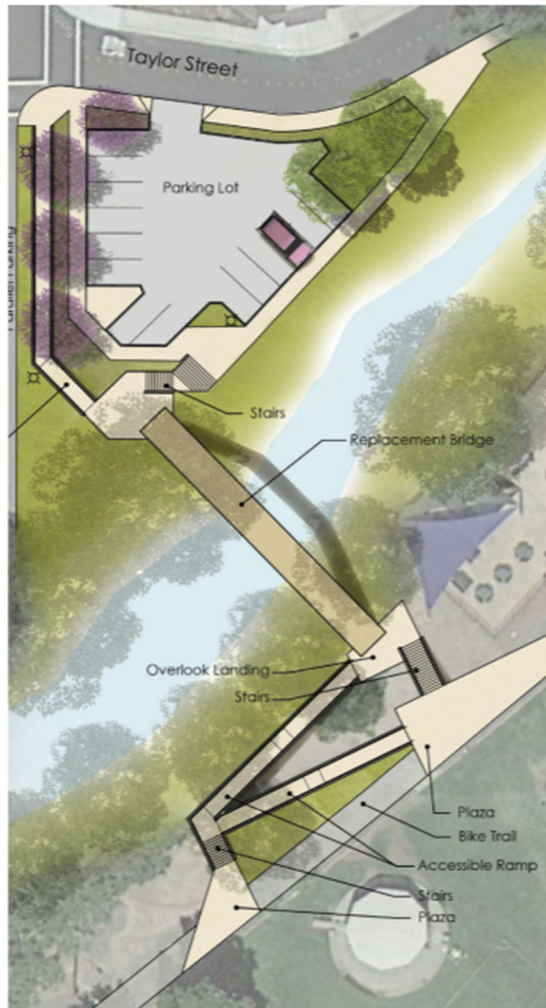


- *“The Downtown Bridges and Trails Project continues implementation of that vision by providing three important bridge connections across Dry Creek and continuation of the Dry Creek/Miners Ravine trail system. The project implements the Downtown Vision by improving connections between Royer Park and the Vernon Street/ Town Square area, and by closing the gap in the Class I trail system.”* As of September 2019, construction of all three bridges was completed.

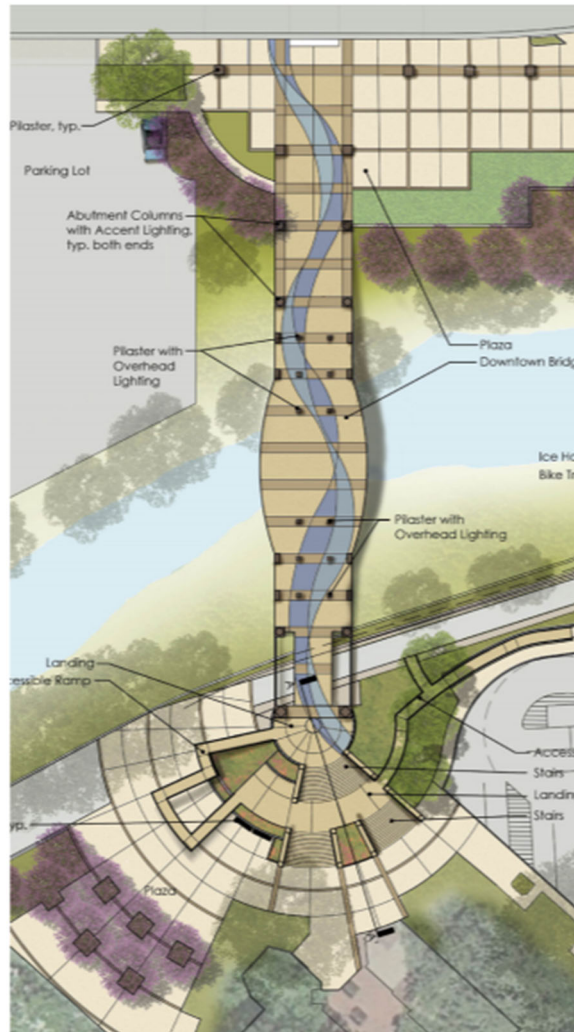
Rotation of the Rube Nelson Ice House Bridge and Extension of the Class I Trail



Replacement of the Library Bridge



New Downtown Pedestrian Bridge to Royer Park

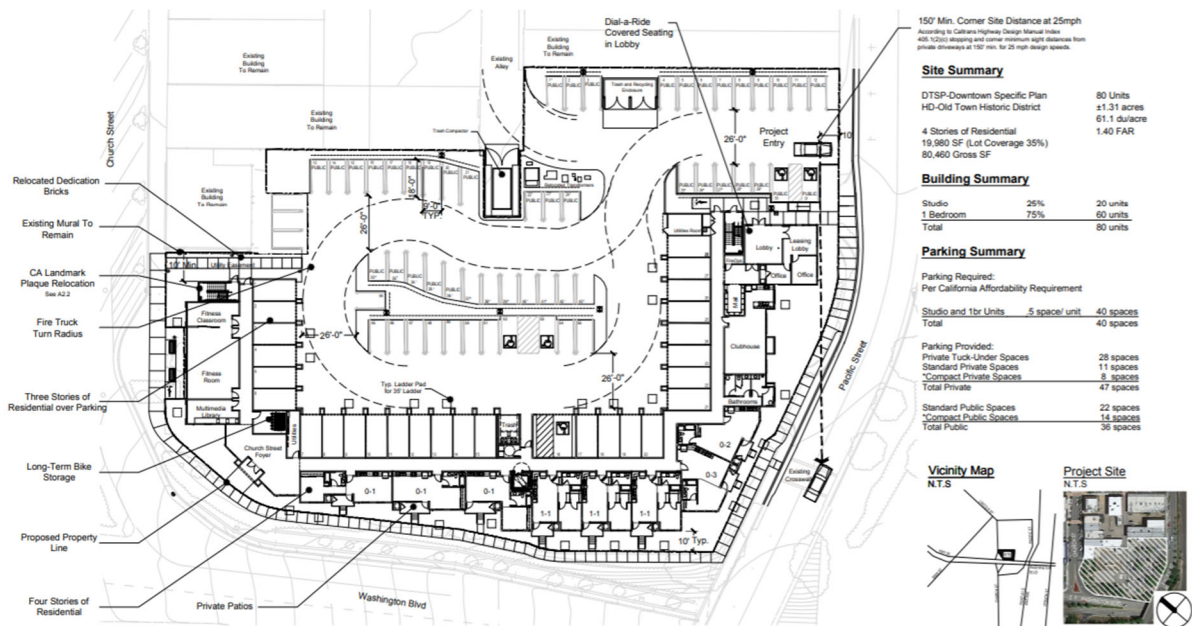


- **The Lohse Apartments:** The Lohse Apartments is a four-story, mixed-use project located at 623 Vernon Street. The project includes 58 affordable housing units with approximately 2,900 square feet of ground-floor retail space. The property also includes 60 underground and four surface parking spaces. Project amenities include a community room, computer area, lounge area and laundry room and outdoor play facilities in a central courtyard. The project is comprised of one-, two- and three-bedroom units ranging in size from 557 to 1,095± square feet. The project was developed by Mercy Housing California and was primarily funded through affordable housing tax credits. The project was completed and held its grand opening in early 2019.



- Junction Crossing: *“The applicant requests approval of a Minor Design Review Permit to allow a four-story, approximately 80,460 square foot, 80-unit affordable multi-family residential building, with associated parking for St. Anton’s Communities. A Tentative Subdivision Map is also requested to allow the merging and resubdivision of 11 parcels, totaling approximately 1.38 acres, into two parcels (Parcel 1 = 0.07 acres, Parcel 2 = 1.31 acres), with right-of-way abandonments and dedications, consistent with Government Code Section 66499.20.2.” The project was completed in 2024.*



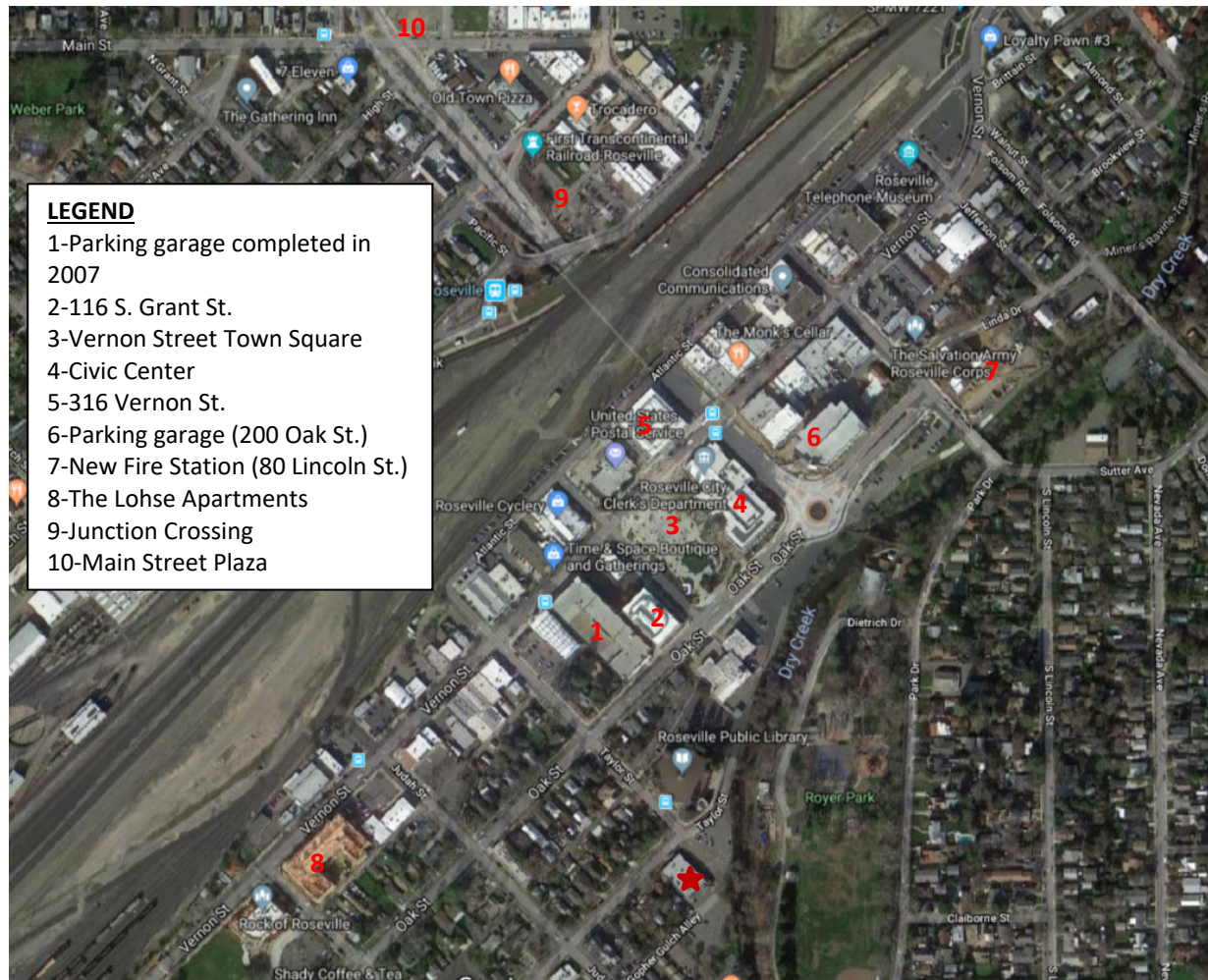


- **Main Street Plaza:** A 65-unit affordable housing project located at the intersection of Washington Boulevard and Main Street. The project will offer one-, two- and three-bedroom unit types and ground-floor retail. Construction commenced in the first quarter of 2019 and the project was completed in March 2021.



The projects discussed only highlight some of the activity and development that has occurred over the past several years.

The following map illustrates the projects discussed and their location in relation to the subject.



Note: Subject is identified by the red star

Community Uses

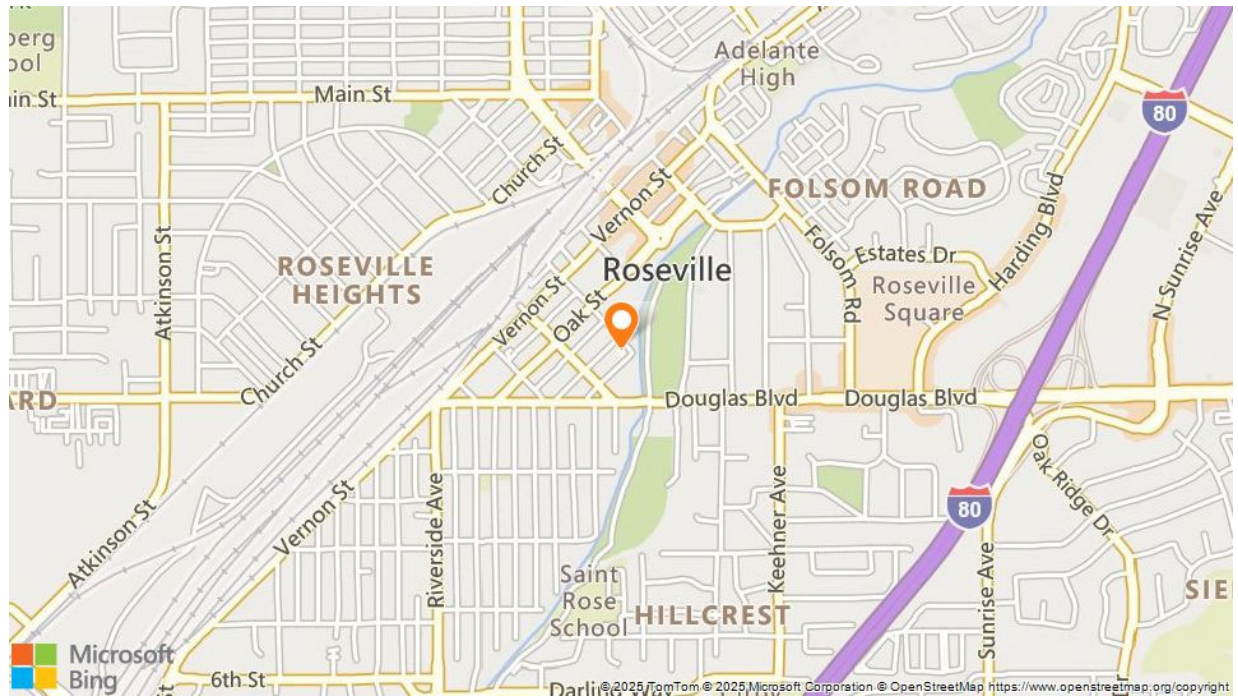
There are several community uses in the neighborhood, such as schools, churches, parks, and recreational and cultural facilities. Parks near the subject property include William L. Taylor Park to the east and Royer Park to the south. The subject is also proximate to numerous religious facilities of various faiths. Bradford Woodbridge Fundamental Elementary School is located northwest of the subject and Roseville High School is located northeast of the subject. Additionally, the Placer County Fairgrounds and All American Speedway are located to the northwest.

Outlook and Conclusions

In summary, a balance of residential and supporting commercial and community uses characterize the area. The historic and downtown Roseville areas are experiencing some revitalization of older properties and redevelopment and these trends are expected to continue for the next few years,

though high inflation and interest rates may adversely affect development and property values in the near-term.

Surrounding Area Map



Multifamily Market Analysis

The Sacramento multifamily market saw significant growth during the pandemic due to significant population increase from Bay Area relocations. However, demand slowed considerably in 2022 as in-migration slowed and macroeconomic uncertainty increased. Coupled with significant construction deliveries, the waning demand resulted in negative net absorption, higher vacancies and depressed rental rate growth.

New construction reached record highs in 2022 in response to the strong demand generated by population growth but has since slowed as developers have become cautious due to rising costs and financing challenges. The bulk of new construction is centered around Downtown Sacramento, North Sacramento, and West Sacramento. The largest project, The A.J. in The Railyards, is expected to be completed by Q1 2025.

The overall vacancy rate increased to near historic high levels in 2023 amidst record high deliveries, but conditions improved in 2024, reaching the highest rental demand in two decades, with absorption of 3,400 units. The majority of demand is concentrated in newly built luxury properties, which accounted for nearly 75% of rental activity, leading to a vacancy rate of 6.6%. In contrast, older properties struggled, with minimal net absorption. The market also saw an increase in rent-controlled units, with 1,400 units completed in 2024 and 2,100 more expected by 2025.

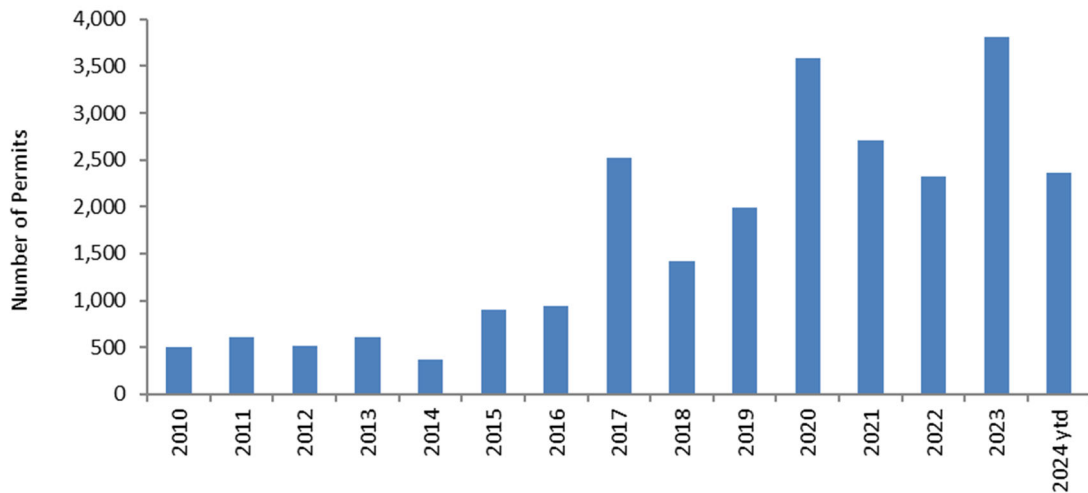
Despite strong leasing activity, rent growth remained modest due to increased supply and competition. However, concessions—such as free rent offers—have started to decline, suggesting a tightening market.

The data and statistics in this analysis are based primarily on information published in Colliers' quarterly Market Research Report for the Sacramento Multifamily Market, with additional support from other published research reports.

New Construction

The following chart indicates the number of multifamily building permits issued over the last 14 years in the four-county Sacramento MSA (Sacramento, El Dorado, Placer and Yolo Counties). These figures include for-rent apartments and for-sale condominiums of projects containing at least five units.

Sacramento MSA Multifamily Building Permits



Source: U.S. Census SOCDS Building Permits Database

Permit activity for multifamily projects was low during the recovery years of 2010 through 2014, but increased beginning in 2015 as developers responded to improving market conditions. Information from the U.S. Census indicates 2,359 permits were issued year-to-date as of November 2024.

Third party research reports indicate that the year 2018 was the strongest in terms of new construction in the preceding 12 years and activity further intensified in subsequent years. The following information was extracted from research reports for local markets, summarizing total new unit deliveries by year, since 2019.

Sacramento Multifamily Market New Construction Deliveries, By Year

Local Market Research Report	2019	2020	2021	2022	2023	2024	Under Construction
Colliers	1,267	1,474	1,849	2,348	3,158	3,258	3,059
Costar	1,805	1,546	1,154	2,587	3,103	3,374	2,433
Kidder Mathews	1,420	1,297	2,339	2,820	3,977	4,827	4,713

Source: Colliers; Costar; Kidder Mathews

The construction pipeline is at its lowest since the third quarter 2020, with 3,059 units reported under construction; approximately 2,714 units are projected to deliver in 2025. New construction starts have been declining as developers exercise caution in light of cost challenges and to allow new supply to be absorbed. Year-to-date, Colliers reports 828 units started construction in 2024.

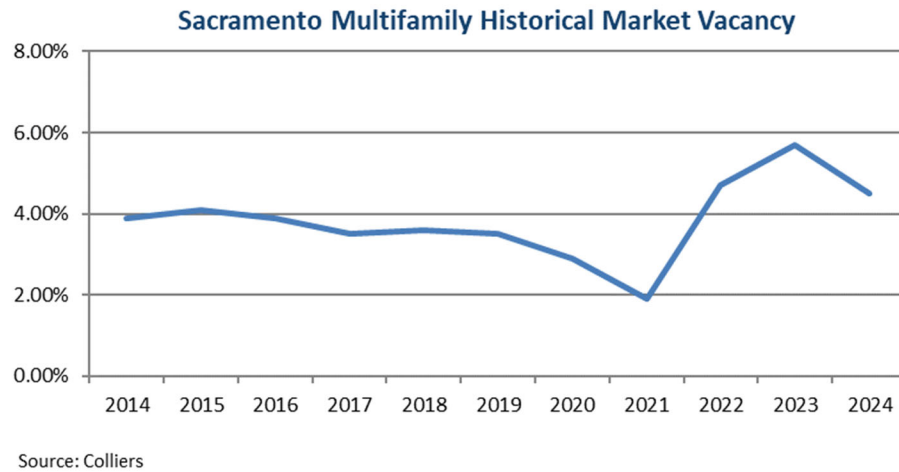
A summary of significant apartment construction activity is highlighted in the following table.

Sacramento Multifamily Market - New Construction Activity			
Project	Submarket	Number of Units	Status
Recently Completed			
Zeta Luxury Apartments / 3701 E Commerce Way	Natomas	270	Completed Q4 2023
Vivo Living Ranch Cordova / 11260 Point East Dr	Rancho Cordova	158	Completed Q4 2023
805 Riverfront / 805 S Riverfront St	West Sacramento	285	Completed Q4 2023
The Terraces at Stanford Ranch / 6122 Plaza Loop	Rocklin	119	Completed Q1 2024
Maker / 1516 S Street	Central Sacramento	137	Completed Q1 2024
The Hayley / 775 N 6th St	Central Sacramento	260	Completed Q2 2024
Atwell at Folsom Ranch / 14481 Southpointe Dr	Folsom	278	Completed Q2 2024
The Bernice / 1900 3rd Street	Central Sacramento	186	Completed Q2 2024
Broadstone Villas / 2480 E Bidwell St	Folsom	257	Completed Q2 2024
The Eames / 1542 Bartlett Ln	North Sacramento	331	Completed Q3 2024
Verdelle Pointe / 2179 Iron Point Rd	Folsom	253	Completed Q3 2024
Terracina @ Whitney / 801 University Ave	Rocklin	288	Completed Q3 2024
Kinect @ Southport / 2415 Jefferson Blvd	West Sacramento	322	Completed Q4 2024
Park West / 3200 Pleasant Grove Blvd	Roseville	225	Completed Q4 2024
Sutter Green 2.0 / 2450 Natomas Park Dr	Natomas	190	Completed Q4 2024
Under Construction			
Stone Creek Village Apts / 3390 Zinfandel Dr	Rancho Cordova	151	Delivery Q1 2025
The MOSA Apt. Homes / 10149 Bruceville Rd	Elk Grove/Laguna	387	Delivery Q1 2025
Greenhaus Apartments / 1720 Research Park Dr	Davis	160	Delivery Q1 2025
Fiddymont Apts / 2700 N Hayden Pky	Lincoln	330	Delivery Q1 2025
Zinc 1501 / 1501 Expo Pky	North Sacramento	121	Delivery Q1 2025
The Lyla / 9124 Bruceville Rd	Elk Grove/Laguna	294	Delivery Q1 2025
The A.J. at The Railyards / 703 N 7th Street	Central Sacramento	345	Delivery Q2 2025
Grove at Woodlake / 1891 Royal Oaks Dr	North Sacramento	269	Delivery Q2 2025
Medley Apartments / 4170-4190 E Commerce	Natomas	160	Delivery Q3 2025
St. Anton Ascent / 3561 Del Paso Rd	North Sacramento	120	Delivery Q3 2025
Natomas Fountains Apts / 3801 Gateway Park Blvd	Natomas	303	Delivery Q1 2026
Gibson Drive Apts / 572 Gibson Drive	Roseville	261	Delivery Q1 2026

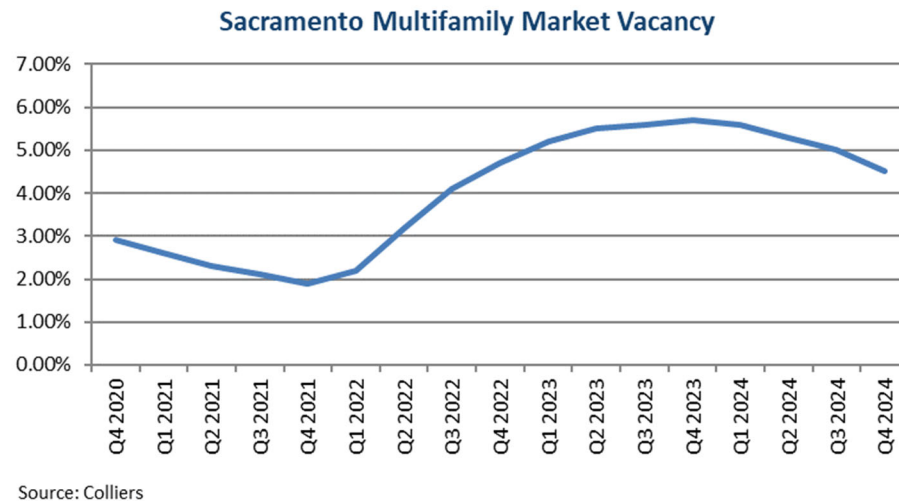
Source: Costar; Colliers; Kidder Mathews

Vacancy

Historically speaking, the regional apartment market has maintained relatively low vacancy. Over the last decade, after peaking in the 7% range in 2009, the region's average vacancy rate steadily declined through 2013 and then remained relatively flat near 4% through 2016. By mid-2017, the vacancy rate decreased to 3.5% and remained in the low to mid-3% range until the third quarter 2020, when it declined to below 3%. Vacancy remained at historic lows through 2021 but began to moderate in 2022. Historical vacancy over the past decade is illustrated in the following chart.



As of the fourth quarter 2024, overall vacancy was 4.5%, down 50 basis points from the previous quarter and down 120 basis points year-over-year. While the market maintained strong demand and sustained low vacancy through the pandemic and 2021, conditions began declining in 2022 as a result of macroeconomic factors. The following chart shows the region's average apartment vacancy rate over the past four years.

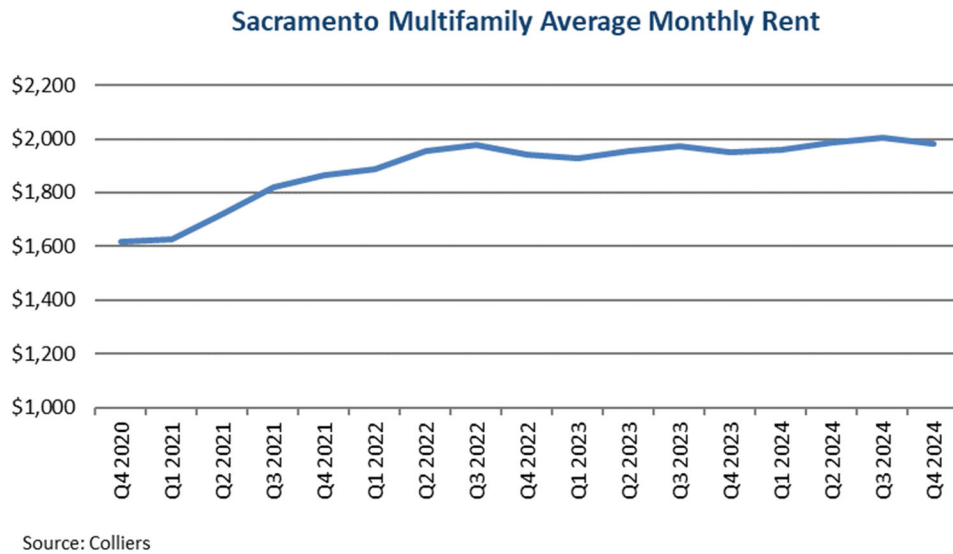


Rental Rates

Rental rates rose steadily beginning in 2009 with steeper increases from 2013 to 2017, more moderate growth in 2018 and 2019, and increasing again in 2020 through the first part of 2022. The influx of population into the Sacramento metro during the pandemic and resulting demand for apartment units largely drove this growth. However, as previously noted, year-over-year rental rate growth subsequently moderated as demand declined.

The average monthly rental rate as of the fourth quarter 2024 was reported at \$1,982 per unit/month, down from \$2,005 per unit/month the previous quarter and up from \$1,950 per unit/month a year

ago. The following chart provides a summary of the average monthly apartment rental rates over the past four years.



It is noted future rent growth may be impacted by the enactment of rent control laws. On October 8, 2019, Governor Gavin Newsom signed Assembly Bill (AB) 1482, the Tenant Protection Act of 2019, making California the third state to enact a statewide rent control measure impacting residential rental housing. The bill is retroactively effective as of March 15, 2019 and will extend until January 1, 2030. Properties that are affected by this bill include any property containing at least two non-owner-occupied rental units built 15 or more years ago. The bill prohibits an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living (regional Consumer Price Index from April 1 of the prior year, to April 1 of the current year), or 10%, whichever is lower.

Submarket Data

The following table highlights the average monthly rental rates and vacancy for the Sacramento area submarkets as of the fourth quarter 2024.

Sacramento Multifamily Market Summary

Submarket	Inventory (Units)	Rental Rates Q4 2024	Vacancy Q4 2024
Arden / Arcade	13,891	\$1,685	5.8%
Carmichael	9,187	\$1,640	4.9%
Central Sacramento	20,154	\$2,098	6.8%
Citrus Heights	7,197	\$1,760	4.1%
Davis	9,121	\$2,355	5.3%
Folsom / Orangevale / Fair Oaks	15,100	\$2,133	3.7%
North Sacramento / North Highlands	10,897	\$1,922	4.3%
Natomas	14,552	\$2,008	4.3%
Rancho Cordova	12,273	\$1,809	5.0%
Roseville / Rocklin	18,578	\$2,221	4.1%
South Sacramento / Elk Grove	21,145	\$1,976	3.4%
Woodland / West Sacramento	9,052	\$1,867	4.4%
Sacramento Market Total	161,147	\$1,982	4.5%

Source: Colliers Sacramento Multifamily Market Report, Q4 2024

According to the report, the Central Sacramento and Arden/Arcade submarkets recorded the highest average vacancies at 6.8% and 5.8%, respectively, while the lowest were reported in South Sacramento/Elk Grove and Folsom/Orangevale/Fair Oaks at 3.4% and 3.7% respectively. The remaining submarkets each had overall vacancy ranging from 4.1% to 5.3%.

The highest asking rental rate was in Davis at \$2,355 per unit / month and the lowest in Carmichael at \$1,640 per unit / month. Average rental rates decreased in most submarkets relative to the previous quarter, though three submarkets – Arden/Arcade, Rancho Cordova, and Woodland/West Sacramento - had an increase in rents. Year-over-year, most submarkets showed growth; the highest rent growth was in the Natomas submarket with 3.7% growth and the greatest decline was in the Davis submarket at 2.1%.

The Downtown/Central Sacramento submarket has exhibited steady demand in recent years, fueling new development, both in the form of new construction as well as renovation of existing buildings. Colliers reports 803 units have been delivered in the past year and 1,061 units are under construction in the Central Sacramento market, representing 21% of total market construction.

Sales Activity

Sales activity for apartments in the region was strong for several years prior to the pandemic. Volume totaled \$1.87 billion in apartment sales in 2018, marking a historical high, and \$1.34 billion in 2019. Though sales activity was impacted in the short-term following the onset of the pandemic, 2020 closed out with \$1.18 billion in annual sales volume from 101 transactions, marking the sixth consecutive year of sales volume over \$1 billion. The average price per unit was \$224,229 and the average capitalization rate was 5.5%.

In 2021, sales volume totaled \$1.5 billion with an average price of \$217,938 and average capitalization rate of 4.9%. Apartment capitalization rates have generally trended downward over the past decade, stabilizing in the mid 5% range in recent years with additional decline in 2021 and 2022.

Sales volume reported by Colliers in 2022 was \$1.9 billion, a record high due to particularly strong sales volume of \$882 million in the third quarter, while the fourth quarter had one of the lowest volumes on record with \$84 million. The average sale price in the second half of 2022 was \$256,322 per unit and average cap rate was 4.67%; the capitalization rate increased 16 basis points in the second half of the year compared to the first.

The market had 14 consecutive quarters of sales over \$200 million from mid-2019 through mid-2022, before falling to below \$100 million/quarter as a result of higher borrowing costs and rising operating expenses, coupled with declining market fundamentals. Colliers reported sales volume of \$335 million in 2023, down 81.5% year-over-year, with an average price of \$159,000/unit (37.9% decrease year-over-year) and average cap rate of 5.2%, an increase of 59 basis points.

The year 2024 closed out with total sales volume of \$595 million, with an average price of \$184,368/unit (up 7.1% year-over-year) and an average capitalization rate of 5.9%, up 60 basis points from the annual average in 2023. The fourth quarter had sales volume of \$273.2 million, the highest volume since the third quarter 2022.

Sales activity and pricing are expected to improve as interest rates are anticipated to decline further and market fundamentals are improving. Recent notable sales transactions are summarized below.

Sacramento Area Notable Sales Transactions

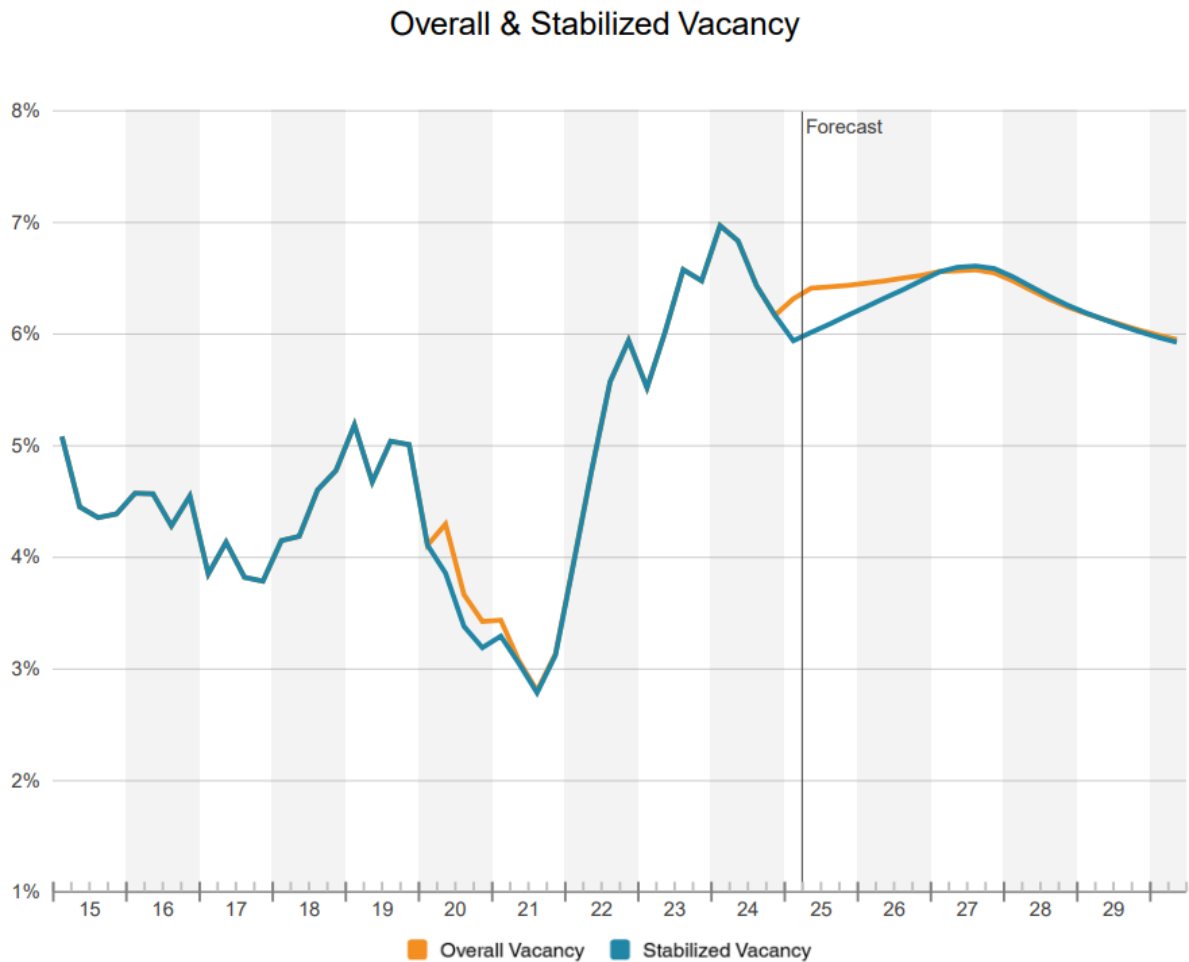
Project	Number of Units	Submarket	Sale Price	Price / Unit
Logan Park / 4215 Palm Ave	661	North Sacramento	\$112,500,000	\$170,197
The Fairmont / 575 Matmor Rd	192	Woodland	\$41,000,000	\$213,542
Courtyard Apartments / 5600 Marconi Ave	138	Carmichael	\$20,800,000	\$150,725
The Trees at Madison / 5101 Hackberry Ln	80	Carmichael	\$15,300,000	\$191,250
Sterling Pointe Apts / 1805 Anderson Rd	57	Davis	\$13,350,000	\$234,211
The Fulton / 1400 Fulton Ave	92	Arden / Arcade	\$12,500,000	\$135,870

Source: Colliers, Kidder Mathews, Costar

Apartment Submarket Analysis

To better understand local market conditions for multifamily properties in the subject's immediate area, we have utilized CoStar Property Analytics. We surveyed market-rate multi-family residential properties within a two-mile radius of the subject property. This query resulted in a total of 106 properties with 3,471 existing units (average of 33 units per project).

According to Costar, the subject's immediate area had a vacancy rate of 6.3% as of the first quarter of 2025. Conversely, asking rents have increased by 2.50% relative to one year prior. The vacancy rate of the surveyed properties was at the highest point in Q1 2024 at 7.00% and the lowest point of 2.8% in Q4 2021. The following chart illustrates the trend for vacancy of the surveyed properties over the past ten years.



The submarket exhibited a minimal increase in vacancy during the height of the COVID-19 pandemic, with vacancy around 4.00%. Vacancy has fluctuated from quarter-to-quarter, but increased overall since mid-2021 through the most recent quarter of 2025, exhibiting a current vacancy rate of 6.3%. In the near-term, vacancy is projected to remain relatively stable through the end of 2025, and minimal increases over the next two years before decreasing.

In addition to the vacancy rate analysis, we also utilized CoStar Property analytics to analyze asking rental rates. The following table summarizes the average asking rates for the surveyed properties since the third quarter of 2023. As shown in the following table, rents have been decreasing for all unit types over the past several years, excluding studio and two bedroom units.

Average Rent per Unit/Month

	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1	2025 Q2 QTD
Studio	\$1,568	\$1,592	\$1,605	\$1,613	\$1,630	\$1,621	\$1,630	\$1,643
One Bedroom	\$1,829	\$1,858	\$1,872	\$1,929	\$1,890	\$1,911	\$1,917	\$1,942
Two Bedroom	\$2,026	\$2,012	\$2,026	\$2,125	\$2,085	\$2,056	\$2,102	\$2,097
Three Bedroom	\$2,252	\$2,297	\$2,450	\$2,521	\$2,365	\$2,356	\$2,317	\$2,362
Four+ Bedrooms	\$2,400	\$2,400	\$2,400	\$2,418	\$2,471	\$2,524	\$2,577	\$2,595
All Bedroom	\$1,927	\$1,937	\$1,957	\$2,032	\$1,990	\$1,985	\$2,008	\$2,020

There continues to be ongoing demand for rental housing in the subject's immediate area. Overall, the submarket vacancy was minimally affected by the COVID-19 pandemic. The average rents reported above steadily increased for all unit types.

Conclusion

Recovery in the local economy and job gains contributed to sustained strong market fundamentals in 2021 and the first half of 2022, followed by a period of slowdown as net migration declined while the high cost of housing and high inflation further impacted household formation. The moderating conditions provided an opportunity for fundamental demand and supply to better align in a market that has been supply-constrained for many years.

However, significant deliveries in the past few years have placed pressure on occupancy rates and have resulted in longer lease-up times for new projects. In response, new ground breakings are slowing. Vacancy in the near term is expected to remain stable as the market absorbs the recent and near-term deliveries of new supply, with rental rate growth remaining flat to slightly increasing. Steadily strengthening demand, coupled with lower new construction activity, bodes well for the near-term outlook.

Property Analysis

Land Description and Analysis

Land Description

Land Area	1.16 acres; 50,478 SF
Source of Land Area	Public Records
Primary Street Frontage	Royer St.
Secondary Street Frontage	Taylor Rd.
Shape	Irregular
Corner	Yes
Topography	Gently Sloping
Drainage	No problems reported or observed
Environmental Hazards	No problems reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06061C-1031H
Date	November 2, 2018
Zone	X and AE
Description	Outside of 500-year floodplain and within 100-year floodplain
Insurance Required?	Yes

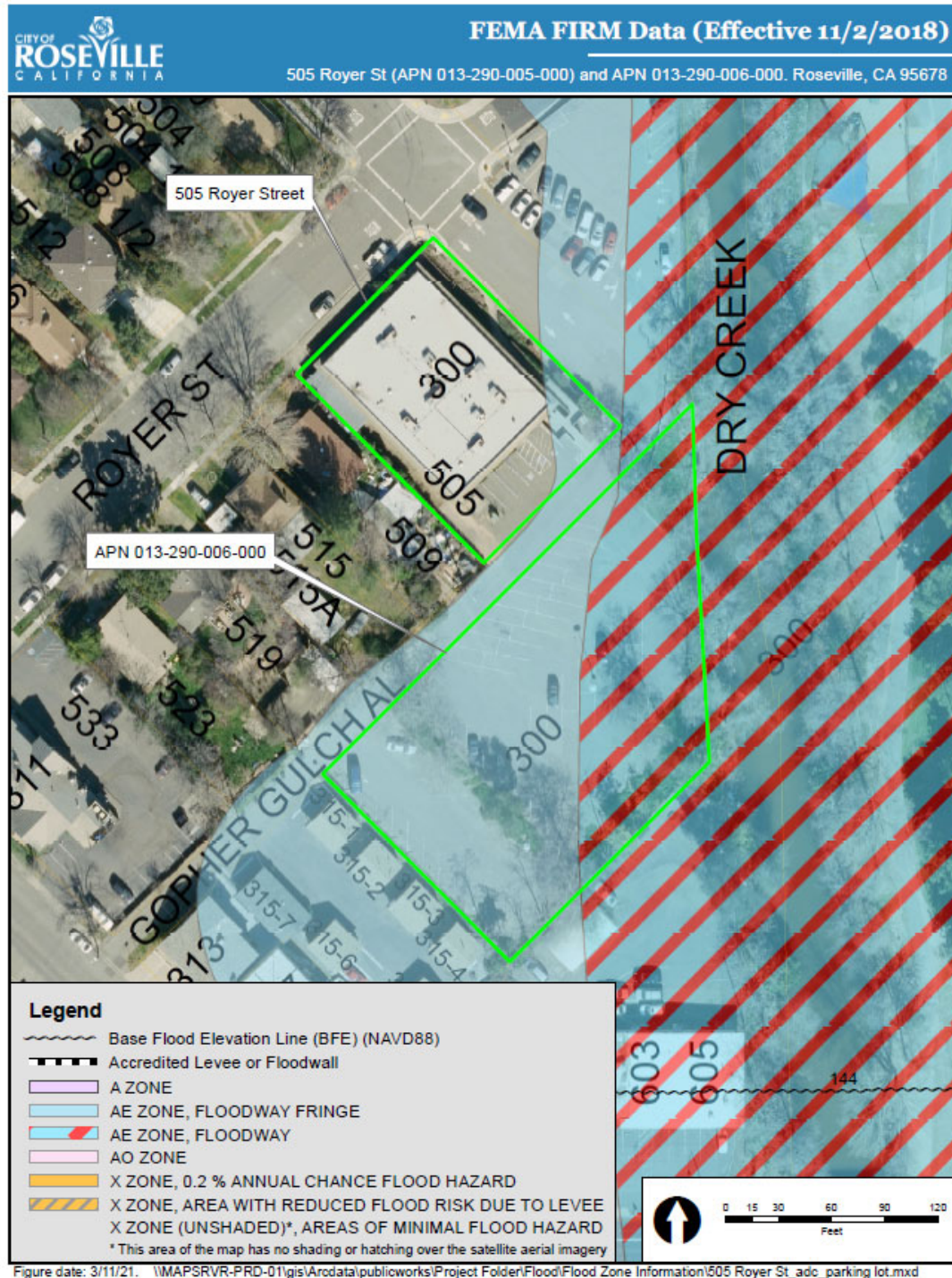
Zoning; Other Regulations

Zoning Jurisdiction	City of Roseville
Zoning Designation	CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District)
Description	Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use)
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	The subject is located in the Downtown Specific Plan area. The purpose of the Downtown Specific Plan is to direct public and private development consistent with the community vision for the downtown specific plan area. Redevelopment within the older areas of the City of Roseville presents unique development challenges. The Downtown Specific Plan Downtown Code is therefore a comprehensive document that provides detailed performance criteria and development standards that are intended to facilitate development while recognizing the area's unique character. The subject is located within the Dry Creek Mixed-Use district (DT-7), which is a Commercial Mixed-Use zone. The Commercial Mixed-Use zones are intended to promote a variety of commercial and higher intensity residential uses and the flexible siting of other uses that are typically considered to be compatible with commercial development. It is the intent of the CMU zoning district to establish a mix of uses, which will be accompanied by overlay zones, to ensure that commercial and higher intensity residential uses will be successfully integrated into desirable, cohesive mixed use districts. The SA, special area district is an overlay district which allows modification of the underlying general district regulations (including both permitted use types and development standards) by reference to regulations adopted either in a specific plan, which applies to the property so classified, or in the ordinance rezoning the property so classified. The Dry Creek Mixed-Use District is comprised of the districts formerly designated Community Commercial (CC) and Floodway Fringe (FF). Principally permitted uses in the Dry Creek Mixed-Use district include mixed-use, retail, restaurants, public/quasi-public, offices, multifamily residential, live/work space and public markets.
Minimum Lot Area	Defined by development design
Maximum Building Height	4-story/60 feet
Maximum Floor Area Ratio	3.5
Parking Requirement	Varies by land use
Other Land Use Regulations	None noted

Utilities

Service	Provider
Water	City of Roseville
Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	PG&E

Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The following map depicts the areas of the subject located within the floodplain and floodway.



300 Taylor Street and 505 Royer Street



The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through. Development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. Any development in these areas must be approved by FEMA and the City of Roseville. Generally speaking, the City of Roseville has higher standards for development within the floodplain than FEMA.

The following table provides a breakdown of total land area and the areas outside and within the floodplain and floodway for each parcel.

Land Area Summary

Tax ID	Total SF	Outside FP & FW SF	Floodplain (FP) SF	Floodway (FW) SF	Total Acres	Outside FP & FW Acres	Floodplain Acres	Floodway Acres
013-290-005	16,425	14,789	1,636	0	0.377	0.339	0.038	0.000
013-290-006	34,053	0	20,329	13,728	0.782	0.000	0.467	0.315
Total	50,478	14,789	21,965	13,728	1.159	0.339	0.505	0.315

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.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This 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 Department of Conservation and the California Geological Survey, the subject is not located within an Alquist-Priolo Special Studies Zone.

Conclusion of Site Analysis

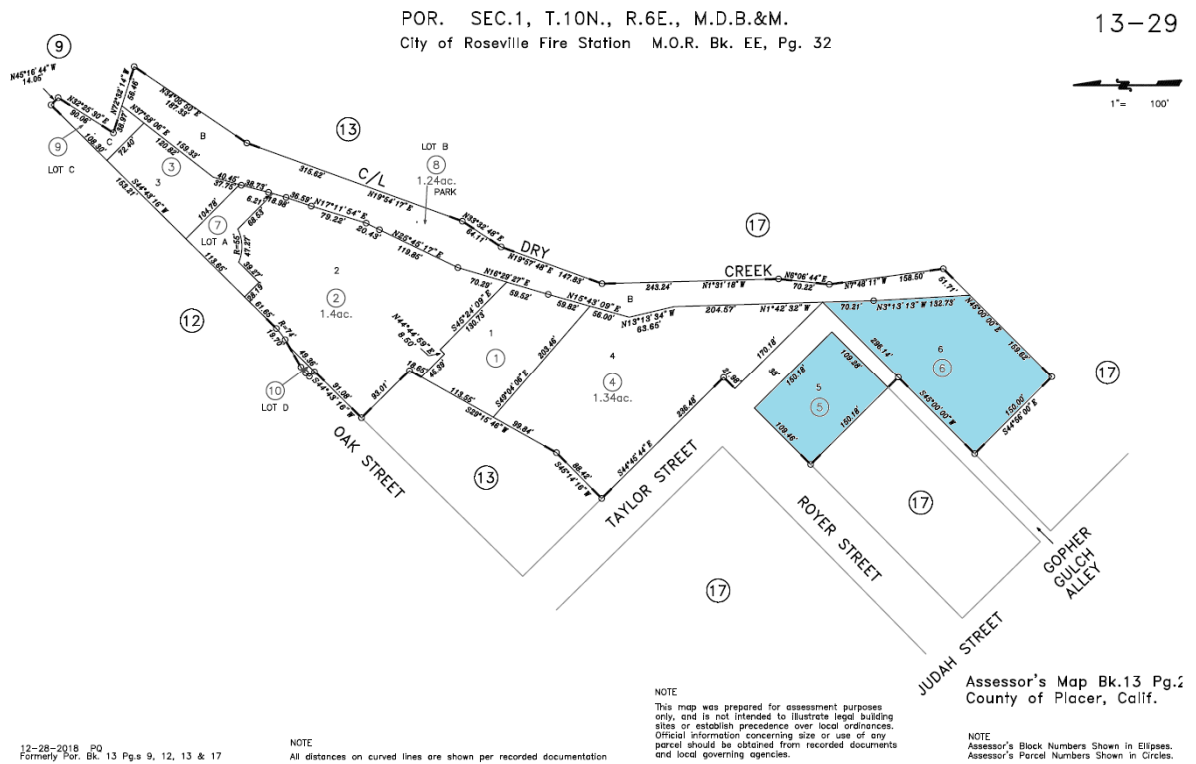
Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

Aerial View



Source: Google Maps (parcel boundaries are approximate)

Plat Map





Looking southeast across APN: 013-290-005



Looking southwest across APN: 013-290-005



Looking west across APN: 013-290-005



Looking northwest across APN: 013-290-005



Looking northeast across APN: 013-290-005



Looking southwest across APN: 013-290-006



Looking southeast across APN: 013-290-006



Looking east across APN: 013-290-006



Looking southeast across the western perimeter of APN: 013-290-006



Looking northeast across APN: 013-290-006



Looking north across APN: 013-290-006



Looking west across the alley between the subject parcels



Looking northwest along Taylor Road



Looking southeast along Taylor Road



Looking southwest along Royer Street



Looking northeast along Royer Street (entrance to the public library)

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 not taxed because it is owned by a public entity. However, if sold to a non-public entity, the subject would be taxed similar to other commercial properties in the vicinity, which would be based on the tax rate applied to the assessed value, plus any additional direct charges. The subject property is located in tax rate area 005-029, which has a current tax rate of 1.036829%.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

Legally Permissible

The legal factors influencing the highest and best use of the subject property are primarily government regulations, such as zoning and building codes. As previously presented, the subject property is zoned CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District), Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use District). Principally permitted uses in the Dry Creek Mixed-Use district include mixed-use, retail, restaurants, public/quasi-public, offices, multifamily residential, live/workspace and public markets. This area has undergone extensive planning and review; zoning modifications are considered highly unlikely. Based on a review of the subject's zoning ordinance, the primary legally permissible uses of the subject property are for retail, office, multifamily residential and/or mixed-use development.

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, commercial property market conditions, surrounding land uses and the subject's location on interior streets, only multi-family development (apartments, condominiums and/or senior housing) is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use(s) include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, off-site improvements, easements and soil and subsoil conditions. Since the legally permissible test has resulted in a potential for office development, at this point the physical characteristics are examined to see if they are suited for the legally permissible uses.

Locational considerations include the compatibility and position of the subject property with respect to surrounding uses. Based on our physical inspection of the subject property, we know of no reason why the property would not support any legal development.

The topography of the majority of the subject property appears adequate for development. It is noted, a portion of APN 013-290-005 is located within a floodplain and APN 013-290-006 is located within a floodplain and floodway. These areas are subject to additional development guidelines/restrictions by FEMA and the City of Roseville. The property is not located within a Fault-Rupture Hazard Zone. All utility services are available, and evidence of construction in the immediate area provides additional support for the possibility of development. Typical roadway and utility easements exist but are not unusual in any way. It is assumed any easements do not adversely affect the subject's potential for development.

The subject property is located within the city of Roseville, and the subject's location is considered average for the legally permissible uses. The property is located proximate to the main downtown corridors along Vernon and Oak Streets, which bodes well for the subject, since many retail and office properties are located within walking distance. In addition, the property is proximate to Interstate 80 via Douglas Boulevard. Overall, the subject property has physical characteristics that support the legally permissible uses.

Financially Feasible

The subject property is located in the downtown area of Roseville, which has experienced some revitalization, property appreciation, increased rental rates and new construction in recent years. A determination of financial feasibility is dependent on local supply and demand influences. Based upon the characteristics of the immediate area, surrounding land uses, and development trends within the region, the most likely use of the subject site would be for multi-family development. It is our opinion this is the most likely use that is physically possible. There is moderate development activity in the region and submarket, which was in response to the improving market conditions up until mid-2022. However, the rise in construction costs, permit and fee costs within the city, as well as high interest rates have made some multi-family projects infeasible at this time. Note, development of affordable housing is still reported to be feasible in many cases, as developers continue to have access to non-market, government funding and grants for these projects. Affordable housing developers continue to be active in the Sacramento region looking for sites conducive to multi-family development, albeit, at a slower pace than in past years. Therefore, multi-family development (apartments, condominiums and/or senior housing), may be financially feasible under the right circumstances.

Maximally Productive

Legal, physical and market conditions have been analyzed to evaluate the highest and best use of the subject property. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Construction of some form of a multi-family project is legally permissible and physically possible; thus, it is our opinion the highest and best use of the subject is for multi-family development (apartments, condominiums and/or senior housing).

Conclusion

Based on the factors previously discussed, multi-family development (apartments, condominiums and/or senior housing) is the maximally productive land use that is legally permissible, physically possible and financially feasible. Therefore, it is concluded to be the highest and best use of the subject property as if vacant.

Most Probable Buyer

Considering the functional utility of the site and area development trends, the probable buyer would be an investor, for-profit developer, speculator, or non-profit multi-family developer, looking to develop the property.

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

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply this approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Location: Our initial search focused on the subject's immediate downtown Roseville area; however, due to the limited number of transactions, we expanded our search to include properties throughout the City of Roseville and neighboring cities.
- Size: Less than five acres
- Use: Zoned for commercial/mixed-use, with an emphasis on multi-family uses
- Transaction Date: Within approximately three years of the effective date of value

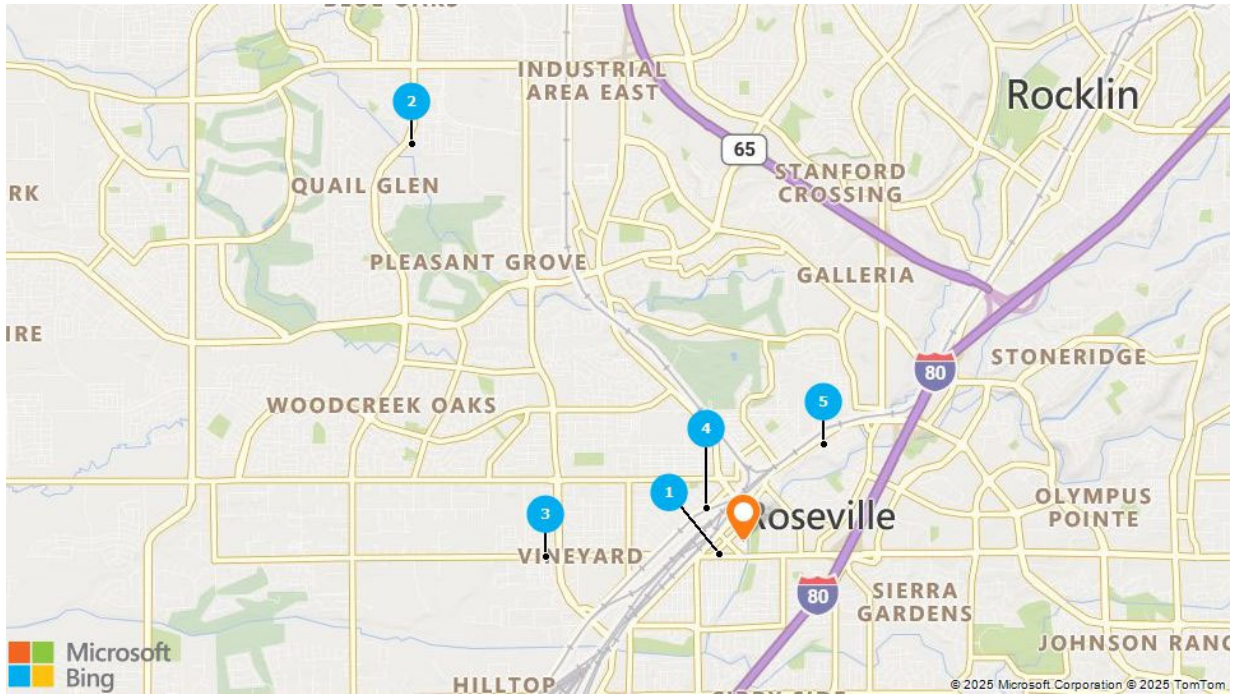
For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. As previously discussed, portions of the subject are located either within a floodplain, or floodway and there are moderate to substantial restrictions placed on potential development. *We will first determine a base price per square foot of land area as-if the subject is entirely outside of a floodplain and floodway, then we will apply discounts to the areas within the floodplain and floodway.*

The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	\$/SF Land	\$/Acre
1	Vacant Land 705 & 711 Oak St. Roseville Placer County CA Comments: This transaction represents the sale of two contiguous parcels zoned Commercial Mixed-Use. Land uses in the immediate area are a mix of commercial and residential.	Apr-24 Closed	\$250,000	15,223 0.35	CMU/SA-DT	\$16.42	\$715,308
2	Mourier M31 Apartments Site 9000 Woodcreek Oaks Blvd. Roseville Placer County CA Comments: This is the sale of a vacant, fully entitled site proposed for development of 80 multifamily units. The seller obtained development entitlements on May 28, 2020, which included a Conditional Use Permit to allow multifamily use in the Community Commercial zone district, Design Review Permit, and a Tree Permit to encroach into a protected zone of a native oak tree.	Jun-23 Closed	\$2,200,000	178,596 4.10	CC	\$12.32	\$536,585
3	1600 Vineyard Rd. Roseville Placer County CA Comments: This is the sale of a 1.9-acre parcel located at the northwest corner of Vineyard Drive and Opportunity Drive in the City of Roseville.	May-23 Closed	\$1,300,000	82,764 1.90	PD408B	\$15.71	\$684,211
4	405 Church Street 405 Church St. Roseville Placer County CA Comments: This transaction represents an active listing of a 0.60 acre parcel zoned General Commercial. Surrounding land uses include single-family residential, vacant land and industrial uses.	Oct-22 Closed	\$275,000	26,023 0.60	GC	\$10.57	\$460,328
5	Vacant Land 124 Center St. Roseville Placer County CA Comments: This transaction represents the active listing of a vacant parcel zoned R-3. The R-3, Attached Housing district is intended for multiple-family housing. The types of land use intended for the R-3 zoning district include apartments, condominiums, townhomes, and similar and related compatible uses. The property has been approved for a 13-unit townhouse style multi-family project.	Apr-25 Listing	\$799,000	30,056 0.69	R3/SA-AT	\$26.58	\$1,157,971
Subject 300 Taylor Street and 505 Royer Street Roseville, CA				50,478 1.16	CMU/FF/SA - DT-7		

Comparable Land Sales Map

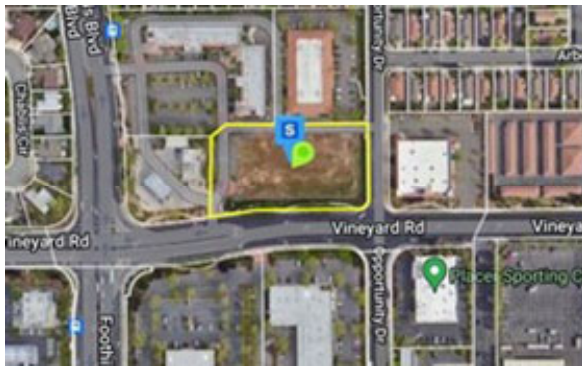




Sale 1
Vacant Land



Sale 2
Mourier M31 Apartments Site



Sale 3
1600 Vineyard Rd.



Sale 4
405 Church Street



Sale 5
Vacant Land

300 Taylor Street and 505 Royer Street



Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. 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 percentage adjustments are presented in the adjustment grid, 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 an opinion of typical market activity and perception. With the exception of market conditions, the 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.

The 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.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions (CC&Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

Comparable 6 is a current listing and is adjusted downward to reflect the likelihood the sale price will be below the list price, as actual sale prices are typically negotiated downward. No further adjustments are required for conditions of sale.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. All of the comparables transferred as vacant land with no vertical or horizontal improvements. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

Market improved after the shutdowns associated with COVID-19 had been lifted. However, towards the middle of 2022, the market began to slow due to rising interest rates coupled with high inflation. As such, we have adjusted Sale 4 downward as it transferred in mid-2022.

Property Adjustments**Location**

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

The subject is located within the downtown area of Roseville. All of the comparables are located in Roseville and no adjustments are necessary.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

The subject property is considered to possess average access/ exposure. Sales 2 through 5 are similar to the subject and require no adjustment. Sale 1 is located along a major thoroughfare (Douglas Boulevard) and is superior to the subject. A downward adjustment is applied.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

Sales 3, 4 and 5 are similar to the subject and require no adjustment. Sale 1 is appreciably smaller than the subject, and a downward adjustment is applied. Sale 2 is larger than the subject and requires an upward adjustment.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

The subject property has average site utility given its shape, relatively level topography, and lack of vegetation, trees, rocks or other impediments to development. All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District) - Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use District).

Similar to the subject property, all of the sales have zoning permitting a variety of commercial, office, multi-family or mixed-use development. However, the zoning for Sales 2 through 5 have lower allowable densities and are adjust upward.

Off-Site Improvements

Items in this category include improvements on the perimeter of the site (i.e., curbs, gutters, and sidewalks). This category does not account for any on-site development costs, such as clearing,

grading, and paving. In instances where the cost of off-site improvements is borne by the developer, the lack of these improvements can affect the purchase price.

The subject has all off-site improvements in place as is the case with the majority of the comparables. Sale 1 does not have sidewalk and is inferior to the subject. An upward adjustment is applied.

Adverse Influences

Negative external influences affecting the desirability or marketability of a property.

The subject is not affected by any adverse influences other than portions of the subject being in the floodplain. This will be handled in the conclusion section and not in this portion of the valuation. Sales 1, 2, 3 and 5 are similar to the subject and require no adjustment. Sale 4 is located adjacent to railroad tracks and is adjusted upward to account for the less desirable adjacent land uses.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	300 Taylor St. and 505 Royer St.	705 & 711 Oak St.	9000 Woodcreek Oaks Blvd.	1600 Vineyard Rd.	405 Church St.	124 Center St.
City	Roseville	Roseville	Roseville	Roseville	Roseville	Roseville
County	Placer	Placer	Placer	Placer	Placer	Placer
Sale Date		Apr-24	Jun-23	May-23	Oct-22	Apr-25
Sale Status		Closed	Closed	Closed	Closed	Listing
Sale Price		\$250,000	\$2,200,000	\$1,300,000	\$275,000	\$799,000
Square Feet	50,478	15,223	178,596	82,764	26,023	30,056
Acres	1.16	0.35	4.10	1.90	0.60	0.69
Price per Square Foot		\$16.42	\$12.32	\$15.71	\$10.57	\$26.58
Transactional Adjustments						
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	Listing
% Adjustment		—	—	—	—	-10%
Expenditures Made Immediately After Purchase		None	None	None	None	None
\$ Adjustment		—	—	—	—	—
Market Conditions	4/24/2025	Apr-24	Jun-23	May-23	Oct-22	Apr-25
Annual % Adjustment		—	—	—	-5%	—
Cumulative Adjusted Price		\$16.42	\$12.32	\$15.71	\$10.04	\$23.93
Property Adjustments						
Location		—	—	—	—	—
Access/Exposure		-5%	—	—	—	—
Size		-5%	20%	—	—	—
Shape and Topography		—	—	—	—	—
Zoning		—	5%	5%	5%	5%
Off-Site Improvements		5%	—	—	—	—
Adverse Influences		—	—	—	15%	—
Entitlements		—	-5%	—	—	—
Net Property Adjustments (\$)		-\$0.82	\$2.46	\$0.79	\$2.01	\$1.20
Net Property Adjustments (%)		-5%	20%	5%	20%	5%
Final Adjusted Price		\$15.60	\$14.78	\$16.49	\$12.05	\$25.12
Range of Adjusted Prices						
		\$12.05 - \$25.12				
Average		\$16.81				
Indicated Value		\$16.00				

Value Indication

Prior to adjustment, the sales reflect a range of \$10.57 - \$26.58 per square foot. After adjustment, the range is narrowed to \$12.05 - \$25.12 per square foot, with an average of \$16.81 per square foot.

Sale 5 is an active listing in which the final sale price is uncertain and represents the high end of the range; therefore, guarded reliance is placed on this comparable. Sale 1 is the most recent transaction in the data set and required moderate adjustments. Sale 2 is located outside of the immediate area and is appreciably larger than the subject. Sale 3 required minimal adjustment. Lastly, Sale 4 is the most dated transaction in the data set and represents the low end of the range.

Given the previous discussion, with the most emphasis on Sales 1 through 3 and support from the remainder of the data set, we conclude a market value of \$16.00 per square foot of land area for the subject.

As discussed throughout the report, portions of the subject property are located within either a floodplain, or floodway and are subject to additional development restrictions from FEMA and the City of Roseville. The indicated land value conclusion is applicable to the portion of the site that does not have any development restrictions. A developer would likely require some level of "incentive" in order to purchase and take on the additional steps required to develop the property. We estimate the land area within the floodplain to be discounted by 25% and the land area within the floodway to be discounted by 65%. By applying the discounts to the previously concluded value, and the subject's respective land areas, we arrive at a total land value conclusion as follows:

Land Value Conclusion

		Outside FP & FW	Floodplain	Floodway
Base \$/SF - Land Area	\$16.00	14,789 SF	21,965 SF	13,728 SF
Discount		0%	25%	65%
Discounted \$/SF		\$16.00	\$12.00	\$5.60
Component Value		\$236,624	\$263,580	\$76,877
Indicated Value				\$577,081
Rounded				\$580,000 (\$12.88/Usable SF)

If the subject were not affected by development restrictions, the indicated value of the property would be \$810,000 (rounded), or approximately 28% (\$230,000) more than our final value conclusion. We believe this projection is reasonable based on the development constraints.

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 opinion follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	April 24, 2025	\$580,000

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.

1. Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through and development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. It is assumed any legally permissible development in these areas would be approved by FEMA and the City of Roseville.

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 value stated previously, it is our opinion that the probable exposure time is 9-12 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 9-12 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 previously appraised the property that is the subject of this report for another client. We have provided no other 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, has not made a personal inspection of the property that is the subject of this report. Ligia Dejeu has personally inspected the subject.
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, has completed the continuing education program for Designated Members of the Appraisal Institute.



Lance Jordan, MAI
Certified General Real Estate Appraiser
#AG012709



Ligia Dejeu
Certified General Real Estate Appraiser
#3004823

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.

1. Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through and development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. It is assumed any legally permissible development in these areas would be approved by FEMA and the City of Roseville.

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

Mr. Jordan has been actively engaged in real estate valuation and consulting since 1989. Prior to joining IRR, Lance was a partner with Seevers Jordan Ziegenmeyer since 1997. He has 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 nearly 35 years of experience in the field, Mr. Jordan has developed the expertise and background necessary to deal with complex assignments covering a wide range of property types. Mr. Jordan is the Senior Managing Director of the Orange County office and Managing Director of the Sacramento, San Francisco, and Los Angeles Offices.

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
MAI Designation, Appraisal Institute , 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 2026
Arizona, Certified General Real Estate Appraiser, 1013474, Expires September 2026
Washington, Certified General Real Estate Appraiser, 20110463, Expires January 2026
Oregon, Certified General Real Estate Appraiser, C0001427, Expires January 2026
Nevada, Certified General Real Estate Appraiser, A.0208234-CG, Expires November 2026

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

ljordan@irr.com - 916.435.3883 x232

Integra Realty Resources - Orange County

590 Menlo Drive
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Rocklin, CA 95765

T 916.435.3883
F 916.435.4774

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Lance Jordan, MAI

Qualified Before Courts & Administrative Bodies (Cont'd)

Court Appointed Expert Witness, Placer County Superior Courts, 2014

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Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Lance C. Jordan

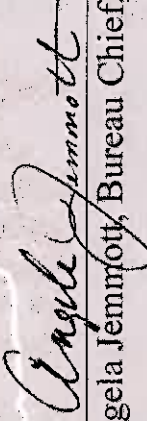
has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“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, 2024
Date Expires: January 8, 2026


Angela Jemmot, Bureau Chief, BREA

3073558

Ligia Dejeu

Experience

Ms. Dejeu is an Appraiser at the firm. After completing her bachelor's degree at California State University, Chico, Ms. Dejeu worked in banking as a branch manager for ten years before she joined the firm full-time in 2012. Ms. Dejeu is assisting in the research, analysis and writing of narrative appraisal reports for a wide variety of commercial properties including multifamily, office, retail and industrial, as well as commercial land and special-use properties such as Low Income Housing Tax Credit (LIHTC) projects, self-storage facilities and surgery centers. Ms. Dejeu has developed the experience and background necessary to deal with complex assignments covering an array of property types.

Licenses

California, California Certified General Real Estate Appraiser, 3004823, Expires October 2025

Education

Academic:

Bachelor of Science in Business Administration (Concentration in Business Management), California State University, Chico

Appraisal and Real Estate Courses:

Basic Appraisal Principles

Basic Appraisal Procedures

General Appraiser Sales Comparison Approach

General Appraiser Site Valuation and Cost Approach

General Appraiser Income Approach Part 1

General Appraiser Income Approach Part 2

General Appraiser Report Writing and Case Studies

General Appraiser Market Analysis and Highest and Best Use

Real Estate Finance Statistics and Valuation Modeling

Uniform Standards of Professional Appraisal Practice

Residential Sales and Income Approach

Laws and Regulation for California Appraisers

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Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Ligia Dejeu

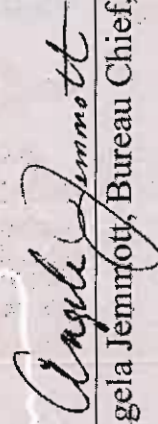
has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“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: 3004823

Effective Date: October 6, 2023
Date Expires: October 5, 2025


Angela Jemmot, Bureau Chief, BREA

3073461

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

Comparable Data

Land Sales

Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Commercial, Other
Address:	705 & 711 Oak St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3288379



Source of Land Info.: Public Records

Sale Information

Sale Price:	\$250,000
Effective Sale Price:	\$250,000
Sale Date:	04/03/2024
Sale Status:	Closed
\$/Acre(Gross):	\$715,308
\$/Land SF(Gross):	\$16.42
Grantor/Seller:	Betty Ann Bertoglio Revocable Trust dated August 13, 2004
Grantee/Buyer:	Ola Yousef Abdjoseph
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	20240017161
Verification Type:	Secondary Verification

Comments

This transaction represents the sale of two contiguous parcels zoned Commercial Mixed-Use. Land uses in the immediate area are a mix of commercial and residential. Property is located within the Downtown Specific Plan.

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden Arcade, CA
Legal/Tax/Parcel ID:	013-163-004 & -003
Acres(Gross):	0.35
Land-SF(Gross):	15,223
Zoning Code:	CMU/SA-DT
Zoning Desc.:	Commercial Mixed-Use / Special Area

Vacant Land



Location & Property Identification

Property Name:	Mourier M31 Apartments Site
Sub-Property Type:	Residential, Multifamily Land
Address:	9000 Woodcreek Oaks Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3056538



Sale Information

Sale Price:	\$2,200,000
Effective Sale Price:	\$2,200,000
Sale Date:	06/29/2023
Recording Date:	06/30/2023
Sale Status:	Closed
\$/Acre(Gross):	\$536,585
\$/Land SF(Gross):	\$12.32
\$/Acre(Usable):	\$536,585
\$/Land SF(Usable):	\$12.32
\$/Unit (Potential):	\$27,500 /Apt. Unit
Grantor/Seller:	Mourier Land Investment Corporation
Grantee/Buyer:	Campus Oaks Apartments 3 LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2023.34194
Verified By:	Eric Segal, MAI
Verification Date:	03/05/2024
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	CoStar, Deed

Sale Analysis

Proposed Use Desc.:	Commercial
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Improvement and Site Data

Legal/Tax/Parcel ID:	481-010-008-000
Acres(Usable/Gross):	4.10/4.10
Land-SF(Usable/Gross):	178,596/178,596
Usable/Gross Ratio:	1.00
No. of Units (Potential):	80
Zoning Code:	CC
Zoning Desc.:	Community Commercial
Source of Land Info.:	Public Records

Comments

This is the sale of a vacant, fully entitled site proposed for development of 80 multifamily units. The seller obtained development entitlements on May 28, 2020, which included a Conditional Use Permit to allow multifamily use in the Community Commercial zone district, Design Review Permit, and a Tree Permit to encroach into a protected zone of a native oak tree.

Location & Property Identification

Property Name:	1600 Vineyard Rd.
Sub-Property Type:	Commercial
Address:	1600 Vineyard Rd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3029350



Source of Land Info.: Public Records

Comments

This is the sale of a 1.9-acre parcel located at the northwest corner of Vineyard Drive and Opportunity Drive in the City of Roseville.

Sale Information

Sale Price:	\$1,300,000
Effective Sale Price:	\$1,300,000
Sale Date:	05/31/2023
Sale Status:	Closed
\$/Acre(Gross):	\$684,211
\$/Land SF(Gross):	\$15.71
Grantor/Seller:	Shaw Family Properties LP
Grantee/Buyer:	Quick Quack Car Wash Holdings
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Recording No.:	2023.28082
Verified By:	Noah Kauffman, MAI, R/W-AC
Verification Date:	07/21/2023
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden Arcade, CA
Legal/Tax/Parcel ID:	012-260-069
Acres(Gross):	1.90
Land-SF(Gross):	82,764
Zoning Code:	PD408B
Zoning Desc.:	Planned Development (surrounding commercial)

Location & Property Identification

Property Name:	405 Church Street
Sub-Property Type:	Commercial
Address:	405 Church St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2826754



Sale Information

Sale Price:	\$275,000
Effective Sale Price:	\$275,000
Sale Date:	10/26/2022
Sale Status:	Closed
\$/Acre(Gross):	\$460,328
\$/Land SF(Gross):	\$10.57
\$/Acre(Usable):	\$460,328
\$/Land SF(Usable):	\$10.57
Grantor/Seller:	GRINDROD, RONALD; GRINDROD, HANNI
Grantee/Buyer:	SUMMIT COMMERCIAL HOLDINGS LLC,
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Comments

This transaction represents an active listing of a 0.60 acre parcel zoned General Commercial. Surrounding land uses include single-family residential, vacant land and industrial uses.

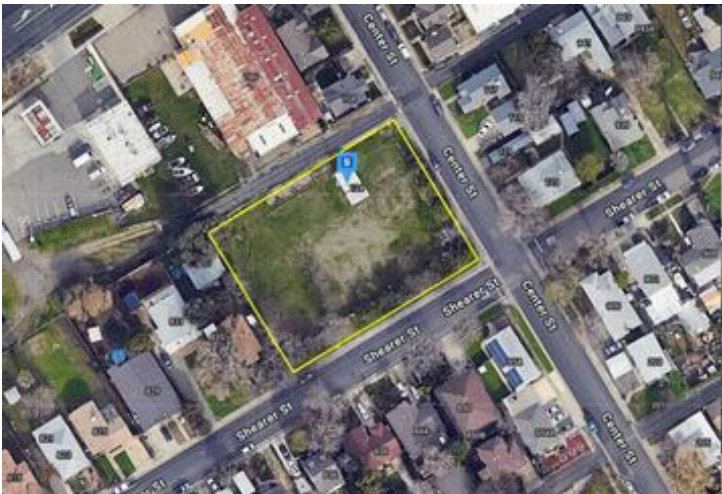
Improvement and Site Data

Legal/Tax/Parcel ID:	012-152-011
Acres(Usable/Gross):	0.60/0.60
Land-SF(Usable/Gross):	26,023/26,023
Usable/Gross Ratio:	1.00
Zoning Code:	GC
Zoning Desc.:	General Commercial
Source of Land Info.:	Public Records



Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Residential, Multifamily Land
Address:	124 Center St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3353028



compatible uses. The property has been approved for a 13-unit townhouse style multi-family project. Property is located within the Atlantic Street Corridor Specific Plan.

Sale Information

Listing Price:	\$799,000
Effective Listing Price:	\$799,000
Listing Date:	04/23/2025
Sale Status:	Listing
\$/Acre(Gross):	\$1,157,971
\$/Land SF(Gross):	\$26.58
Grantee/Buyer:	Listing
Property Rights:	Fee Simple
Financing:	Cash to seller
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar, Listing Flyer

Improvement and Site Data

Legal/Tax/Parcel ID:	013-022-047
Acres(Gross):	0.69
Land-SF(Gross):	30,056
Zoning Code:	R3/SA-AT
Zoning Desc.:	Attached Housing/Special Area
Source of Land Info.:	Public Records

Comments

This transaction represents the active listing of a vacant parcel zoned R-3. The R-3, Attached Housing district is intended for multiple-family housing. The types of land use intended for the R-3 zoning district include apartments, condominiums, townhomes, and similar and related

Addendum C

Engagement Letter

PROFESSIONAL SERVICES AGREEMENT

Appraisal Services for 505 Royer Street (APNs: 013-290-005 & -006)

THIS AGREEMENT is made and entered into this 1st day of April, 20 25,

by and between the City of Roseville, a municipal corporation ("CITY"), and Seevers Jordan Ziegenmeyer dba Integra Realty Resources – Sacramento, a California general partnership ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of appraisal services for 505 Royer Street, in Roseville, CA (APNs: 013-290-005 & -006); and

WHEREAS, CONSULTANT has prepared a proposal dated March 20, 2025 which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A". Total compensation shall not exceed two thousand, nine hundred dollars (\$2,900).

CONSULTANT shall submit one invoice at the conclusion of services. CITY shall pay the invoice within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed..

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. 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.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form 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.

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

d. 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.

e. Subcontractors. CONSULTANT 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, CONSULTANT shall require its subcontractors 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 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.

f. 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.

g. 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 subcontractors.

h. 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.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed

hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, 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 CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, 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. 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, 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 attorney's 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.

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

21. 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.

22. Notices. 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

CONSULTANT

Wayne Wiley
Economic Development Manager
311 Vernon Street
Roseville, CA 95678

Lance Jordan
Certified General Real Estate Appraiser
590 Menlo Drive, Suite 1
Rocklin, CA 95765

Either party may amend its address for notice by giving notice to the other party in writing.

23. 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.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

SEEVERS JORDAN ZIEGENMEYER dba
INTEGRA REALTY RESOURCES –
SACRAMENTO, a California general
partnership

BY:


DOMINICK CASEY
City Manager

BY:


its: Partner

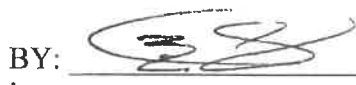
ATTEST:

and

BY:


CARMEN AVALOS
City Clerk

BY:

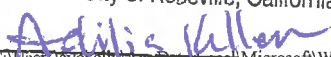

its: Partner

The foregoing instrument is a true and correct copy of the original on file in the City Clerks Department.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

ATTEST:

City Clerk of the City of Roseville, California


DEPUTY CLERK

APPROVED AS TO FORM:

BY: 
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A”



March 20, 2025

Wayne Wiley
Economic Development Director
City of Roseville Economic Development Department
311 Vernon Street
Roseville, California 95678

SUBJECT: Vacant Land
505 Royer Street
Roseville, Placer County, California 95678
APNs: 013-290-005 & -006

Dear Mr. Wiley:

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 is \$2,900.

Please return a signed copy of the attached Agreement to my office at your earliest convenience. The appraisal fee will be 30-days NET after delivery of the completed appraisal report. Provided the signed contract is received within 5 business days, we anticipate delivery of the completed within 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.

While not included in the attached contract, at your request I will describe the scope of work that will be involved in the appraisal of the subject property:

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the

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

In developing an opinion of value for the subject, only the sales comparison approach is used. 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 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.

Additionally, it is noted there are portions of the subject property located within the floodway fringe and floodway. According to the City of Roseville, land located in the floodway fringe can be developed with vertical and site improvements under certain restrictions such as elevated structures with piers or pylons to allow water to flow through. Development within the full floodway is even more restrictive and could likely only be developed with parking or recreational areas. Any development in the floodway or floodway fringe must be approved by FEMA and the City of Roseville. It is our understanding the City of Roseville has higher standards for development within the floodplain than FEMA. The flood plain issue will be considered in the appraisal when comparing the subject to market sale comparables.

It is understood this appraisal will be attached to an RFP and disseminated to entities interested in purchasing the subject property from the City. Integra Realty Resources – Sacramento acknowledges this fact and give our permission for the City to do so. However, this does not give the entities receiving the RFP Intended User status as defined by USPAP.

Lastly, at the time I bid this assignment I submitted an appraisal fee quote for a nearby property owned by the City located at 401 Oak Street. In the bid I noted that if the City would like to have this property appraised within six months of the Royer appraisal, the fee would be \$2,750. This is noted for your easy reference.

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.

Wayne Wiley
City of Roseville Economic Development Department
Page 3

Respectfully submitted,

Integra Realty Resources - Sacramento

A handwritten signature in dark ink, appearing to read 'Lance Jordan', with a stylized flourish extending to the right.

Lance Jordan
Certified General Real Estate Appraiser - #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	March 20, 2025
Parties to the Agreement	Integra Realty Resources – Sacramento (also identified as “IRR”) and Wayne Wiley of City of Roseville Economic Development Department (the “Client”).
Purpose of the Appraisal	To provide an opinion of market value of the fee simple interest in the subject property.
Intended User	The client and intended user is the City of Roseville. 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 property disposition purposes. The appraisal is not intended for any other use. It is understood this appraisal will be attached to an RFP and disseminated to entities interested in purchasing the subject property from the City. Integra Realty Resources – Sacramento acknowledges this fact and give our permission for the City to do so. However, this does not give the entities receiving the RFP Intended User status as defined by USPAP.
Effective Date of Value	Date of inspection.
Appraised Property	The subject property is located at 505 Royer Street, Roseville California 95678. This property contains two APNs noted as follows: APNs: 013-290-005 & -006.
USPAP Compliance	The appraisal will be prepared in conformance with and subject to the <i>Code of Professional Ethics and Standards of Professional Appraisal Practice</i> of the Appraisal Institute and the <i>Uniform Standards of Professional Appraisal Practice</i> (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 \$2,900.

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 and retainer (if applicable) are received within 5 business days, we will commence work on the assignment. Additionally, with these conditions met we anticipate delivery of the appraisal report by within 3± weeks from receipt of the signed contract. 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.

Limit on Liability

The parties hereto agree that Integra Realty Resources, Inc. ("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 IRR – Sacramento and/or any of its officers, owners, managers, directors, agents,

subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this Agreement for Appraisal Services, 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.

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

March 20, 2025

AGREED & ACCEPTED BY:

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

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.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 505 Royer and 300 Taylor Purchase and Sale Agreement and Joint Escrow Instructions

Project Location(s): 505 Royer Street (APN 013-290-005-000) and 300 Taylor Street (APN 013-90-0006-000), Roseville, CA

Project Description: Economic Development staff recommends the approval of a Purchase and Sale Agreement with Eden Housing for two City-owned parcels totaling 1.17 acres located at 505 Royer Street and 300 Taylor Street. The proposed future use of the properties is for affordable housing. The City has already completed the required surplus-property notification in compliance with AB 1486 and Government Code Sections 54220 et seq.. The proposed housing that would be developed on the properties would qualify to use the City's Objective Design Standards (ODS) process and would therefore be exempt from future CEQA review. However, in the event that the project does not meet the criteria to use the ODS process, the proposed Purchase and Sale Agreement establishes a condition that Eden Housing will be responsible for CEQA review for the future housing development.

Public Agency Approving Project: Roseville City Council

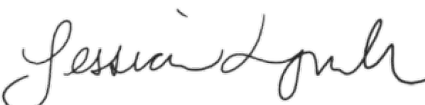
Agency/Individual Carrying Out Project: City of Roseville City Manager's Office/Economic Development

Reason why this Project is Exempt: This project is exempt as described in Section 15312 of the California Environmental Quality Act (CEQA) Guidelines, which states, "Class 12 consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or area wide concern identified in Section 15206(b)(4)."

The project includes the sale of excess City property that is not within an area of statewide, regional, or area wide concern, therefore a Class 12 exemption applies to the project.

Lead Agency Contact Person: Gina McColl, City Manager's Office/Economic Development, 311 Vernon Street, Roseville, CA 95678 (916) 774-5452.

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/2/2026

Title:	Sierra Vista Specific Plan JM-30 Sierra Vista Apartments Fee Deferral
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval of a fee deferral for the Sierra Vista Apartments, a 192-unit affordable multi-family apartment development, in the amount of approximately \$2,987,339, until final of building permit/building occupancy. An annual interest rate equivalent to the city's pooled interest rate, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferrals and an administrative processing fee is to be charged to each building permit.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a fee deferral for the Sierra Vista Apartments, a 192-unit affordable multi-family apartment development within the Sierra Vista Specific Plan on parcel JM-30 at 4950 Upland Drive, in the amount of approximately \$2,987,339, until final of building permit/building occupancy.

BACKGROUND

This staff report shall serve as the economic development subsidy report pursuant to California Government Code Section 53083. The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The developer of the Sierra Vista Apartments is requesting a fee deferral of certain city-controlled impact fees. The fee deferral requires City Council approval and that development impact fees are paid prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit.

The Economic Development Department received the attached request from Greek Orthodox Housing Corporation, requesting approval of a fee deferral for the Sierra Vista Apartments. The 192-unit affordable housing development will be located within the Sierra Vista Specific Plan on parcel JM-30 at 4950 Upland Drive. As shown on the attached plans, the project includes construction of eight (8) apartment buildings plus a clubhouse and site amenities. The project received Planning entitlement approval on November 19, 2025 (PL25-0280). Additionally, on September 4, 2024, the City Council approved a \$571,850 Community Development Block Grant (CDBG) loan to the Greek Orthodox Housing Corporation for the purchase of parcel JM-30. On October 1, 2025, the City Council also approved an Affordable Housing Regulatory Agreement for the project.

Fee estimates have been prepared for the various buildings/building permits for the Sierra Vista Apartments, based on the fees for Fiscal Year 2026-27. Only city-controlled impact fees are eligible for deferral. The fee types and consolidated amounts are identified below:

Fee	Clubhouse	Apartment
Fire Service Construction Tax	\$ 1,311.03	\$ 12,887.45
Local Sewer Connection Fee		\$ 11,184.00
Water Connection Fee - Domestic		\$ 125,424.00
Drainage Mitigation Fee		\$ 12,911.28
TMF - SVSP 47.5 Percent		\$ 42,413.65
Citywide Parks Fees		\$ 51,504.00
Bike Trail Fees		\$ 17,448.00
Neighborhood Parks Fees		\$ 75,720.00
Public Benefit Fee		\$ 20,280.00
Solid Waste Impact Fee	\$ 1,161.10	\$ 3,336.00
Total Fees per building	\$2,472.13	\$373,108.38
Total Fees Eligible for Deferral	\$2,472.13	\$2,984,867.04

The list of fees eligible for deferral has been vetted by the applicable City Departments and only those determined to have no impact to the budget have been included above. As shown above, the total eligible fee deferral for the project is approximately \$2,987,339. The total amount of deferrable fees could change if building permits are pulled after FY 2026-27. However, the list of deferrable fees would not change following Council action on this item.

Pursuant to Roseville Municipal Code (RMC) Section 4.04.040, all commercial/multi-family residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. Council is requested to approve a resolution allowing the requested fees to be deferred to building permit

final/occupancy. In an effort to cover lost interest resulting from the City fee deferral, there is an interest charge equivalent to the city's pooled interest rate that will be paid upon building occupancy or the issuance of a final permit for each project. The RMC additionally identifies an administrative processing fee to be charged per building permit to cover staff's time of processing requests.

The City finds that the public purpose of this fee deferral is to promote the general welfare of the City and its residents by creating new jobs (though the exact amount is not known at this time) and serve to generate increased tax revenue, consistent with the City's Economic Development Strategy.

FISCAL IMPACT

The requested deferral will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit occupancy/final permit. To ensure that the City will not have any loss of interest income, the RMC requires that interest be charged on monies deferred. Specifically, the City's Finance Department identified that the City's current ten-year average pooled interest rate is approximately 2.23%. Therefore, interest at a rate equal to the City's pooled interest rate (as determined at the time fees are paid) will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral, at the time the fees are paid. Additionally, the RMC identifies an administrative processing fee to be charged to each building permit.

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. Construction of this project will create temporary construction jobs and permanent full and/or part-time jobs, in addition to sales tax revenue to the City.

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 §15061(c)(3) and §15378. These fee deferrals meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 26-336
2. Project Plans

3. Application

REVIEWERS:

Gina McColl, Economic Development Department	Created/Initiated - 8/28/2026
Phoebe Schueler, City Clerk Department	Approved - 8/28/2026
Melissa Anguiano, Economic Development Department	Approved - 8/28/2026
Kelly Aye, City Attorney Department	Approved - 9/1/2026
Katrina Six, City Clerk Department	Approved - 9/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 9/2/2026
Dominick Casey, City Manager Department - City Manager	Approved - 9/7/2026
Katrina Six, City Clerk Department	Final Approval - 9/8/2026

RESOLUTION NO. 26-336

APPROVING A FEE DEFERRAL FOR THE JM-30 SIERRA
VISTA APARTMENTS PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development Department received a request from Greek Orthodox Housing Corporation, requesting a fee deferral of certain development impact fees; and

WHEREAS, the fee deferral program and California Government Code Section 53083 require City Council approval, and the program requires that the deferred fees be paid prior to the earlier of one year past issuance of a Certificate of Occupancy or three years past issuance of first building permit; and

WHEREAS, on September 16, 2026, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on a fee deferral for the JM-30 Sierra Vista Apartments Project with Greek Orthodox Housing Corporation; and

WHEREAS, staff recommends City Council approve the City fee deferral to development impact fees until final of building permit/building occupancy of approximately \$2,987,339 plus interest, for the JM-30 Sierra Vista Apartments Project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville after holding a public hearing that the City fee deferral to final of building permit/building occupancy in the approximate amount of \$2,987,339, plus interest, for the JM-30 Sierra Vista Apartments Project is 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:

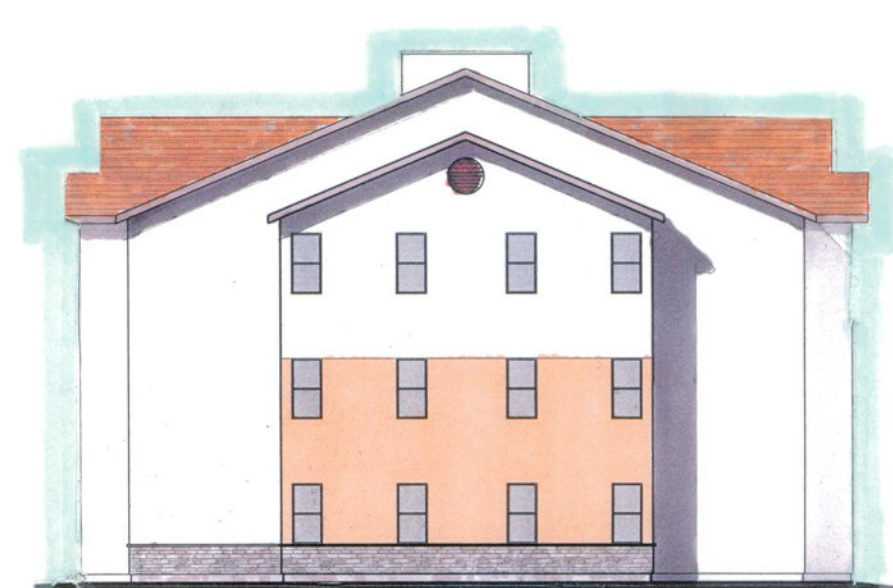
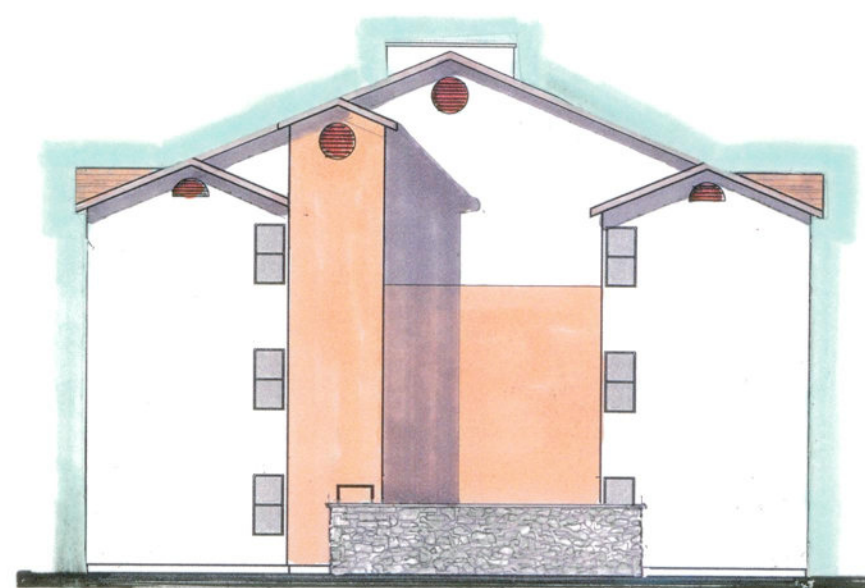
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



RESPONSE TO 1ST ROUND
OBJECTIVE DESIGN STANDARDS COMMENTS

1. Rental Housing Agreement is being finalized between Suzanne Acrell (Housing Analyst) and Sam Stamas and could be On the agenda for the City Council Meeting on Aug. 6th.
2. Solar Metering – it has been proposed to create nine meters For nine buildings.
3. Secondary access now 30' in width.
4. Throat depth at driveways is now a minimum of 50'.
5. Dial-A-Ride parking in front of Building 1 provides a 27' long space. A bench will be provided under the Community building porch entry.
6. Revised Building numbers as requested and eliminated the apartment addressing. (note that sheet #8 eliminated)
7. Architectural style and colors - we have not used this particular style and exterior scheme previously and have no pictures. The style and colors are common in the Mediterranean along the Costa Brava in Spain and in Italy.

RESPONSE TO 2ND ROUND
OBJECTIVE DESIGN STANDARDS COMMENTS

1. 3 exterior colors/materials required on all sides of the buildings. Note that stone facing was added to the Left and Right (end) Elevations of each building. The changes are shown on the following Sheets 2 & 3.

Parking spaces have been modified as follows:

247 total spaces provided
40% OR 100 EV "ready" and 10% OR 25 EVCS spaces

PROJECT INFORMATION

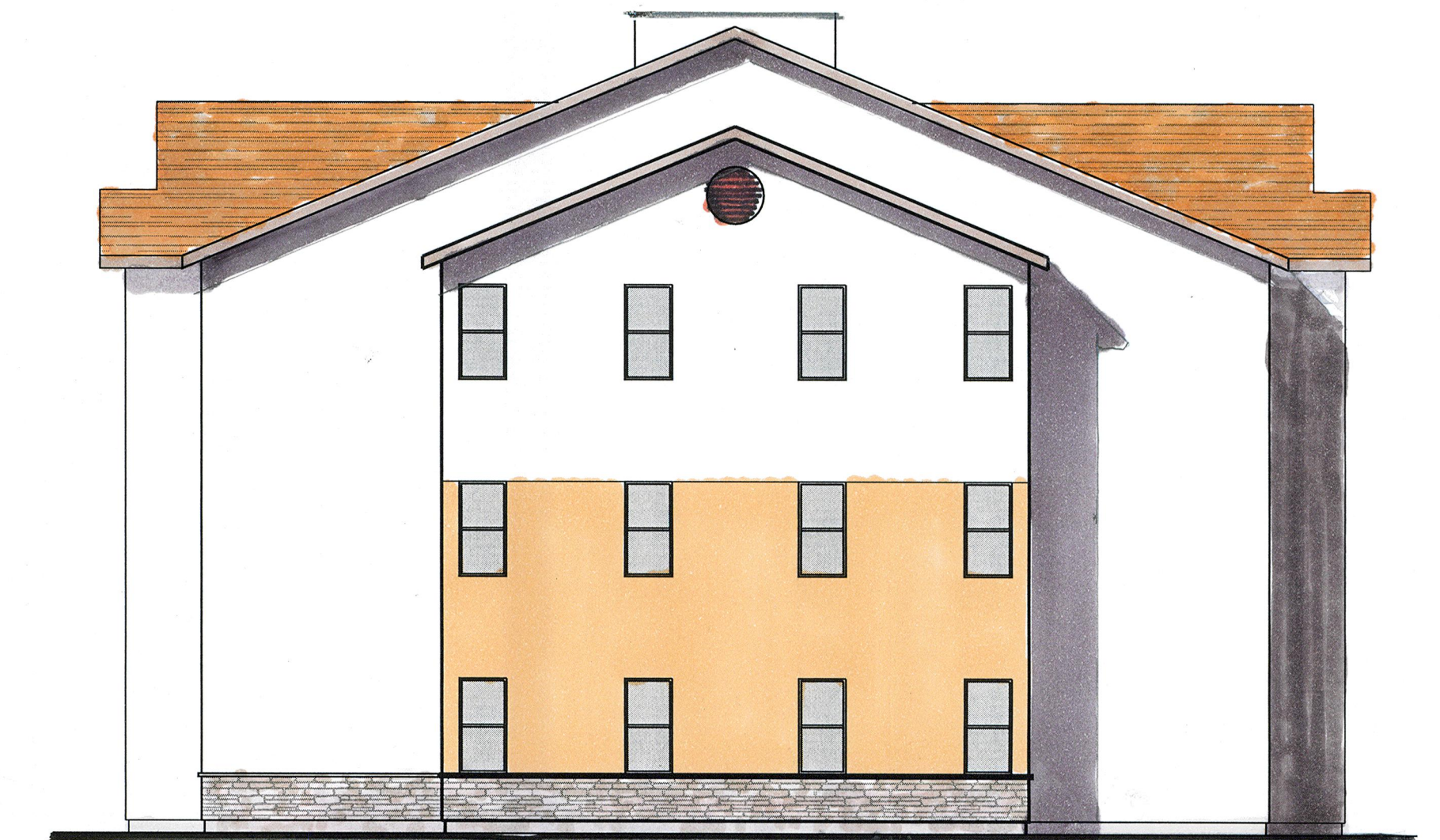
NEW CONSTRUCTION OF EIGHT 3 STORY BUILDINGS CONTAINING 192 UNITS, A ONE STORY COMMUNITY BUILDING WITH A LEASING OFFICE AND ASSOCIATED PARKING/SITE IMPROVEMENTS

GENERAL PLAN DESIGNATION	HDR
ALLOWABLE DENSITY	30 UNITS PER ACRE
SITE AREA	NET 5.879 ACRES SMUD EASEMENT 1.294 ACRES TOTAL 7.173 ACRES
UNITS ALLOWED 30 X 5.879 =	176
UNITS PROPOSED W/ DENSITY BONUS 192 (32.658 UNITS PER ACRE NET) or 9% DENSITY BONUS	
ZONE	R-3
ASSESSORS PARCEL	498-370-001
UNIT MIX	48 ONE BEDROOM @ 625 S.F. 25% 96 TWO BEDROOM @ 808 S.F. 50% 48 THREE BEDROOM @ 1065 S.F. 25% 192 UNITS TOTAL 100%
BUILDING AREAS	
BLDGs. 2B, 3A, 4A, 5B, 6A, 7A, 8B & 9B	14,988 S.F. EACH
TOTAL APARTMENT CONDITIONED AREA	119,904 S.F.
COMMUNITY BUILDING 1C	3,415 S.F.
PARKING REQUIRED PER CITY OF ROSEVILLE	
1 FOR EA. ONE BEDROOM	48
1.5 FOR EA. TWO BEDROOM	144
1.5 FOR EA. THREE BEDROOM	72
	264
GUEST PARKING NOT REQUIRED PER STATE OF CA	
NOTE: LENDER MAY HAVE HIGHER PARKING REQUIREMENTS	

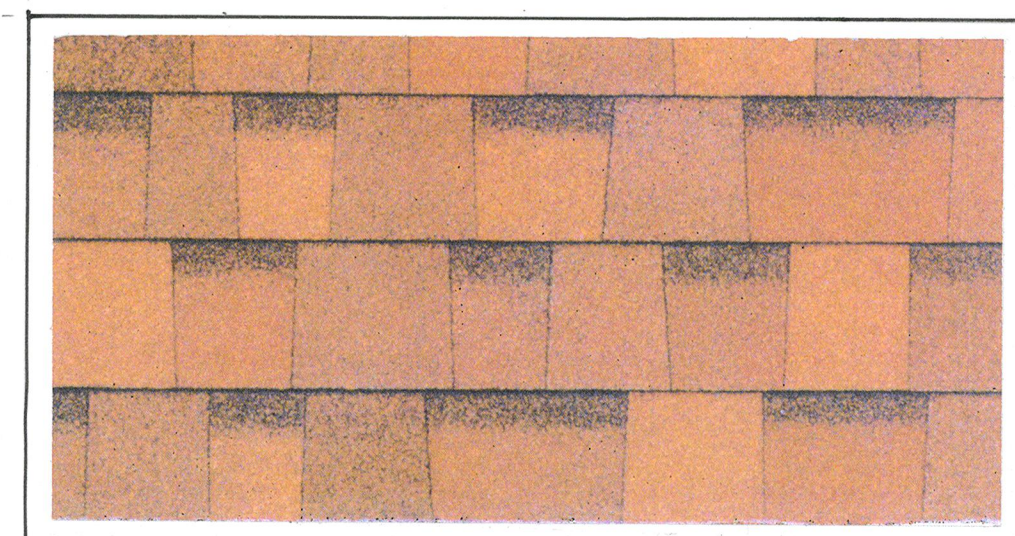
Architect Borges Architectural Group Adam Lehner 1478 Stone Point Dr. Ste 350 916 782-7200	Civil Engineering CWE CORPORATION Tony McCreary amccreary@cwecorp.com 916 772-7800	PROJECT TEAM Owner/Applicant/Developer KORONI L.L.C. Zachary Stamas Sam Stamas sstamas@surewest.net 916 765-3684 Stamas Corp. Director of Construction Rick Eaton R.D.Eaton@outlook.com 530 401-8942	Structural Engineering HARRIS & SLOAN Michael Buck mbuck@harrisandsloan.com 916 921-2441	Joint Trench APEX UTILITY CONSULTANTS Jordan Horn jordan@apexutilityconsultants.com 916 417-7062
Planning/Design Robert South, Architect robertsouth008@gmail.com 415 488-3504	Mechanical/Electrical/Plumbing OPTIMIZED ENERGY Ethan Fellersen esf@orcinc.com Alex Batista amb@orcinc.com 916 435-6906		Landscape Architecture YAMASAKI LANDSCAPE ARCHITECTURE Brian Pantiga brian@yamasaki-la.com 530 885-0040	Geotechnical Engineering YOUNGDDAHL CONSULTING Ian T. Kitamura 916 933-0633



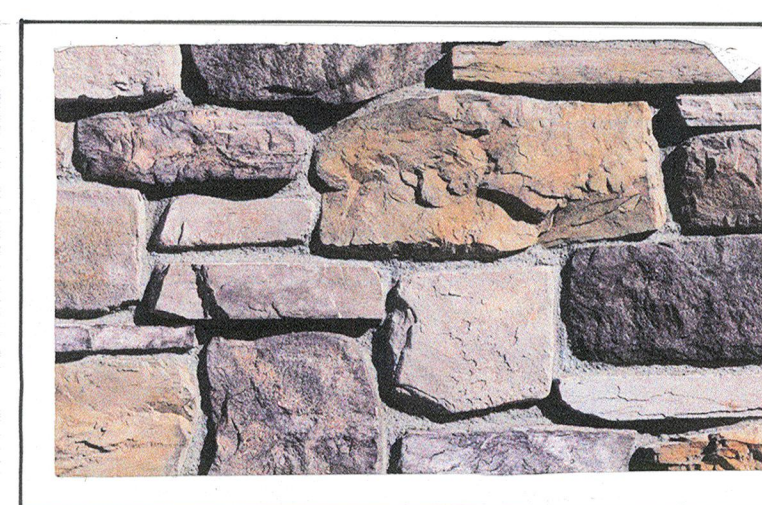
ENHANCED (STREET VIEW) REAR ELEVATION
 BUILDINGS 9A (8B REVERSE) & APPLIES TO ENTRY ELEVATION OF 2A & 3B
 1/8" = 1' - 0"



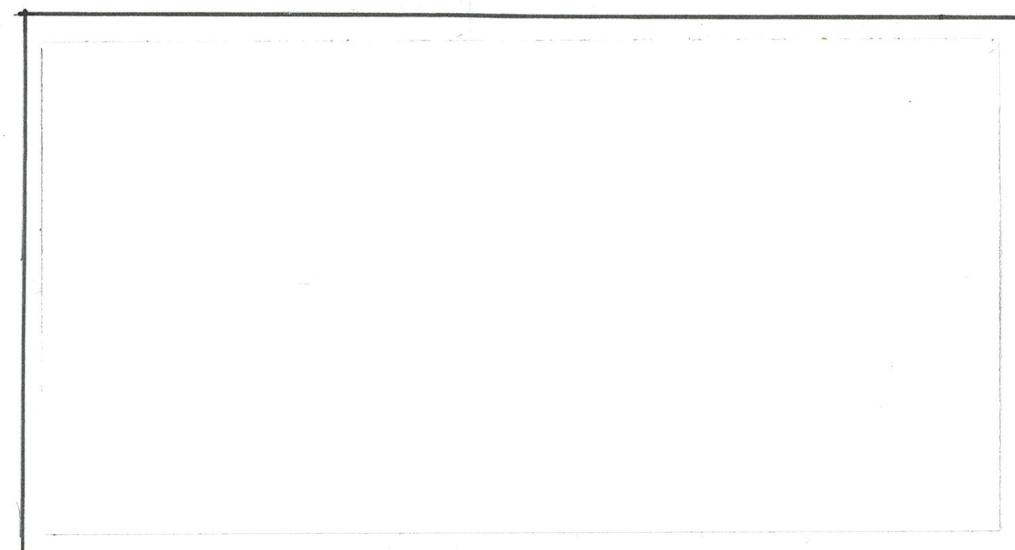
ENHANCED (ENTRY VIEW) LEFT ELEVATION
 BUILDING 9A



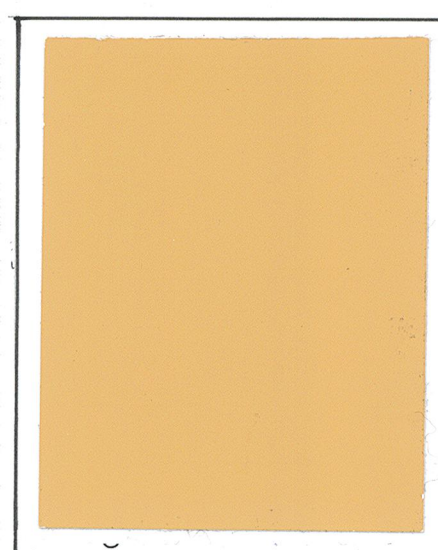
ROOF
 Owens Corning Duration
 Composition Shingles



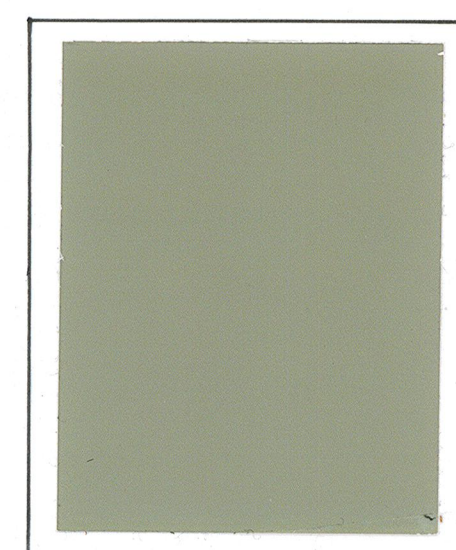
STONE VENEER
 Eldorado Stone
 Catania



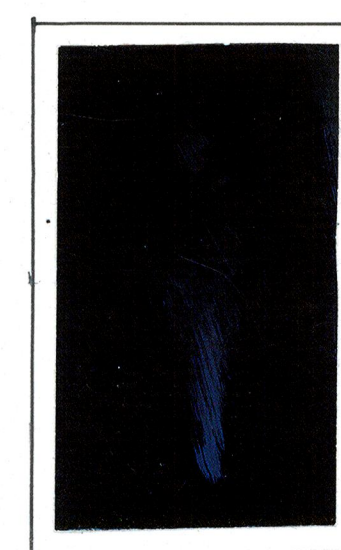
STUCCO BODY
 Sherwin Williams SW7757
 High Reflective White



STUCCO ACCENT
 SW2853
 New Colonial Yellow

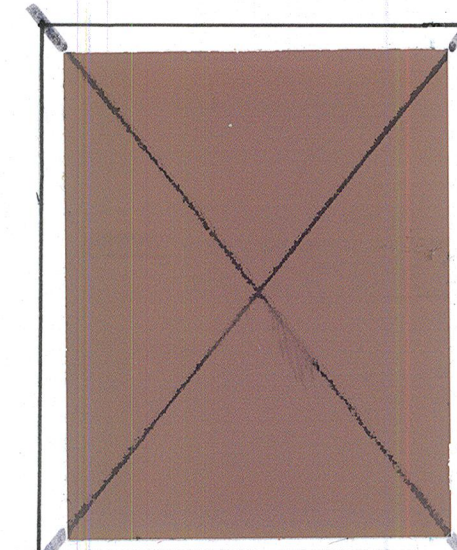


FASCIA/GUTTERS
 ENTRY DOORS SW2853
 Tanglewood



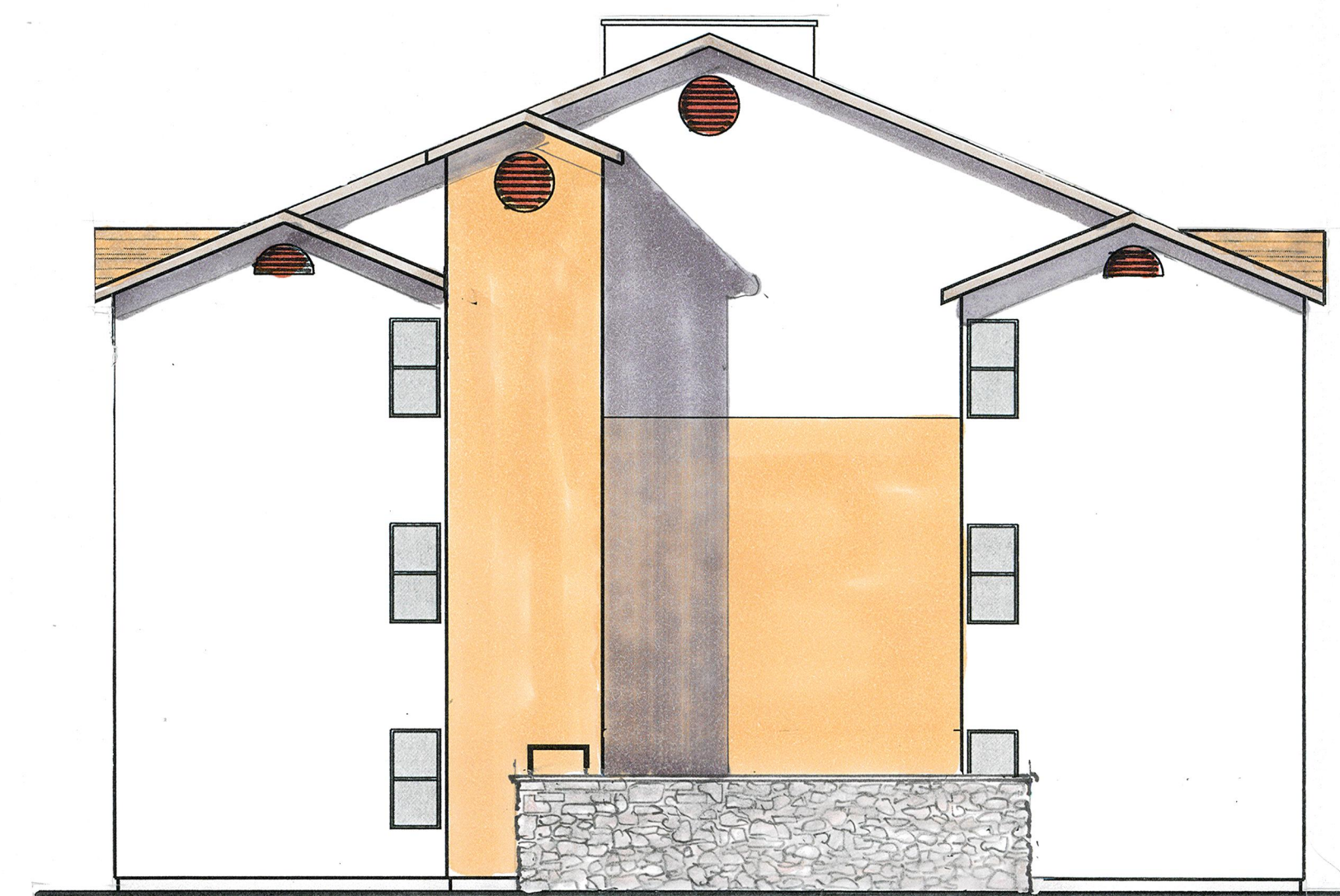
RAILINGS/FENCE/
 GATES Flat Black

VINYL WINDOWS
 Milgard or equal U = 0.27
 Black frames



COMPOSITE PANEL
 Patio screens, Outdoor
 WPC Fence, Teak

Colors/Materials



ENHANCED (STREET VIEW) LEFT ELEVATION
 BUILDING 7B
 1/8" = 1' - 0"



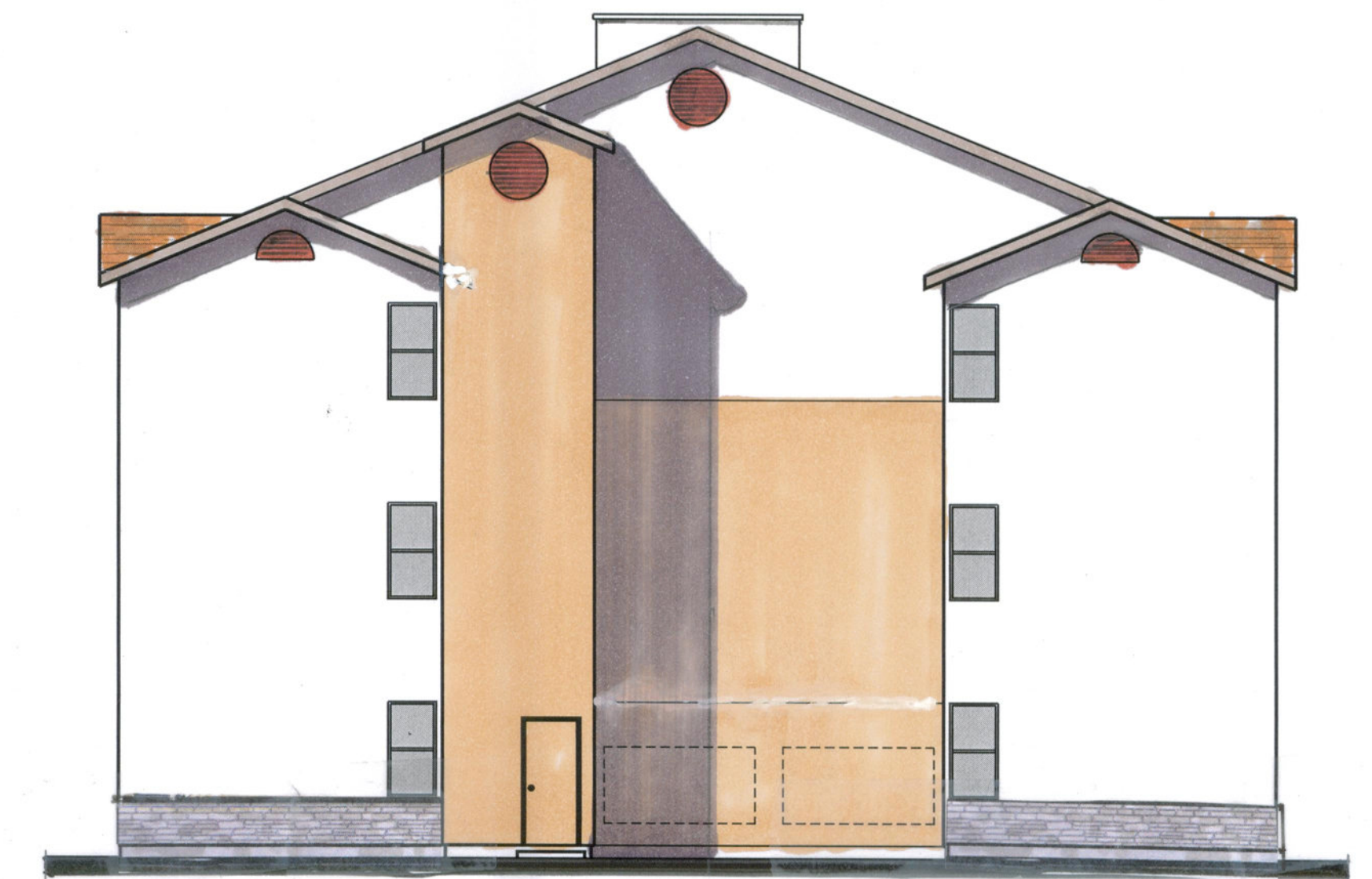
SIERRA VISTA
 APARTMENTS
 OBJECTIVE DESIGN SUBMITTAL

Sheet 2 of 8
 APRIL 30, 2025

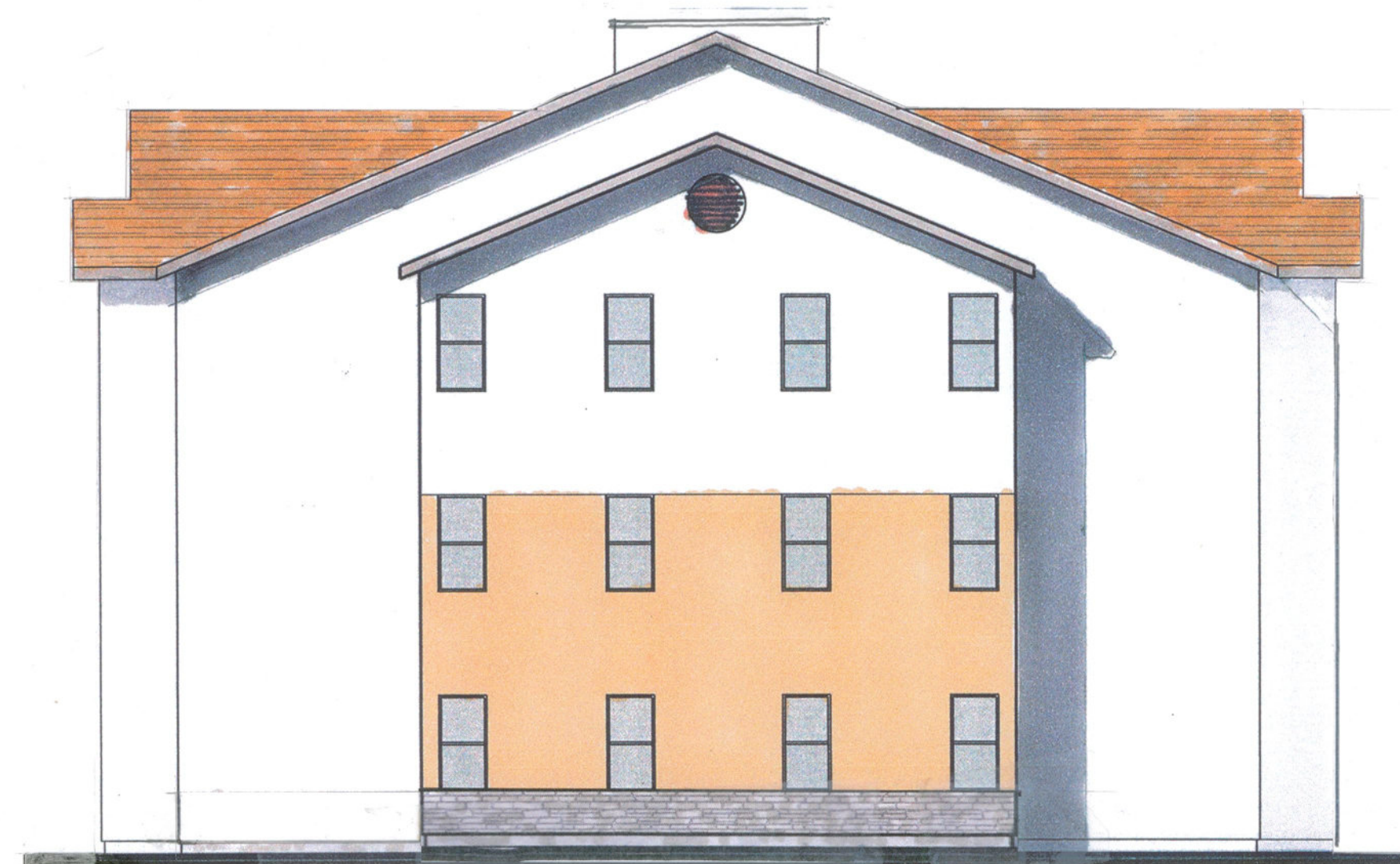
Revised 8/25/2025
 Revised 10/22/2025



STANDARD ENTRY ELEVATION
BUILDINGS 2A,4A,9A (3B,5B,6B,7B,8B REVERSE)



STANDARD RIGHT ELEVATION
BUILDINGS 2A,4A,9A 3B,5B,6B,8B



STANDARD LEFT ELEVATION
BUILDINGS 2A,4A,3B,5B,6B,7B,8B



SIERRA VISTA
APARTMENTS
OBJECTIVE DESIGN SUBMITTAL

Sheet 3 of 8
APRIL 30, 2025

Revised 8/25/2025

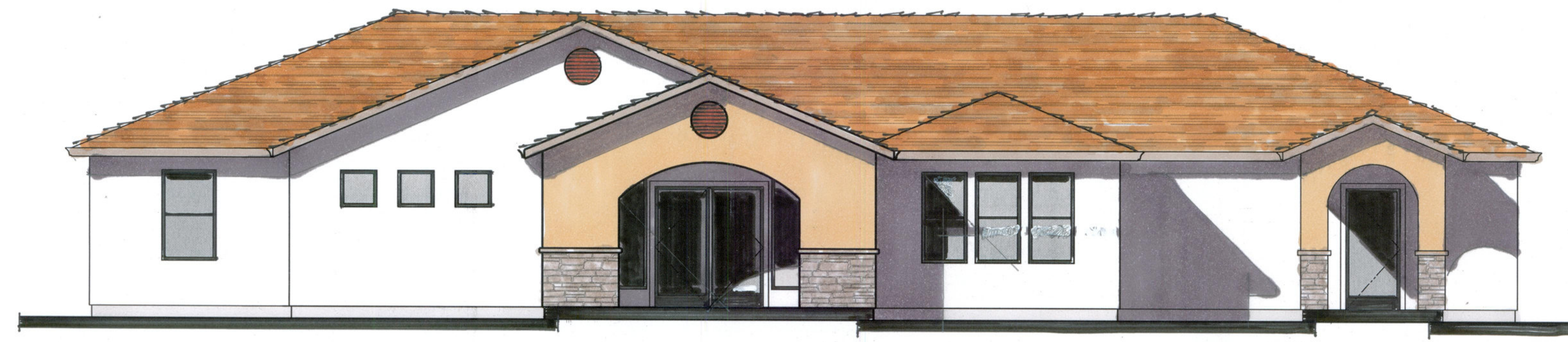


- SITE PLAN KEY NOTES: #
1. PROPERTY LINE
 2. BUILDING NUMBER / TYPE
 3. *D* DISABLED UNIT @ 1ST FLOOR, TYPICAL OF 4 UNITS
 4. *H* HEARING & VISUALLY IMPAIRED UNIT @ 1ST FLOOR, TYPICAL OF 2 UNITS.
 5. NO STONE
 6. 6" MASONRY UTILITY SCREEN WALL (ENHANCED MATERIALS)
 7. SIDE OF BUILDING WITH ENHANCED EXTERIOR MATERIALS
 8. TOT LOT, SEE LANDSCAPING DRAWINGS
 9. TYPICAL ACCESSIBLE PARKING SPACES. SEE SHEET A1.5
 10. CONCRETE WALKS/ HARDSCAPE ACCESSIBLE ROUTES SHALL BE CONTINUOUS SURFACE NOT INTERRUPTED BY CHANGES IN LEVEL NOT EXCEEDING 1/4" AND A MIN. WIDTH OF AT LEAST 4' SHALL BE MAINTAINED (INCLUDING WALKWAYS IN FRONT OF PARKING STALLS). SLOPE SHALL NOT EXCEED 2% IN ANY DIRECTION
 11. NEW 8' WIDE PUBLIC SIDEWALK. SEE CIVIL DRAWINGS
 12. NEW LIGHTED MONUMENT SIGN. SEE LANDSCAPE DRAWINGS
 13. ASPHALT CONCRETE PARKING AND DRIVE AISLES. SEE CIVIL DRAWINGS
 14. 6" CURB PAINTED RED W/ WHITE LETTERS "NO PARKING FIRE LANE" AT APPROXIMATELY 25' INTERVALS. SEE FIRE ACCESS PLAN
 15. STRIPPED ACCESSIBLE CROSSWALK/ LOADING AISLE 5' WIDE WITH 4" STRIPES
 16. STANDARD SIZE PARKING SPACE 9'-0" X 18'-0" LONG INCLUDING 24" OVERHANG
 17. COMPACT PARKING SPACE 9'-0" X 16'-0" LONG INCLUDING 24" OVERHANG
 18. SIGN AT EACH ENTRANCE "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING PLACARDS OR SPECIAL LICENSE PLATES ISSUED TO PERSONS WITH DISABILITIES WILL BE TOWED AT OWNERS EXPENSE. TOWED VEHICLES MAY BE RECLAIMED BY TELEPHONING XXX-XXX-XXXX". CONTRACTOR IS RESPONSIBLE TO COORDINATE W/ SIGN COMPANY TO SELECT A TOWING COMPANY.
 19. ELECTRICAL TRANSFORMER
 20. ELECTRICAL EQUIPMENT / METER BANKS. SEE ELECTRICAL DRAWINGS
 21. FIRE CONTROL ROOM & FIRE RISER AT EACH RESIDENTIAL BUILDING
 22. *PARK-IT* BIKE RACK, BLACK POWDER COATED, 5 BIKE CAPACITY. SEE SHEET A1.5
 23. 5' METAL FENCE & GATES "FenceWire" PINNACLE. SEE SHEET A1.5
 24. 4'X7' MOTORCYCLE PARKING SPACE
 25. 20' FRONT & REAR SETBACK
 26. 5' SIDE SETBACK
 27. TRASH / RECYCLE ENCLOSURE W/ 65' CLEAR APPROACH. SEE SHEET A1.5
 28. ASSUMED PROPERTY LINE
 29. PROPERTY LINE WALL. SIM. 9/A1.5
 30. DIAL-A-RIDE PARKING, 27 FEET LONG
 31. PICKLE BALL COURT, SEE LANDSCAPE
 32. FENCED DOG PARK, SEE LANDSCAPE
 33. BASKETBALL COURT, SEE LANDSCAPE
 34. POOL EQUIPMENT ENCLOSURE. SIM. 9/A1.5

SIERRA VISTA
APARTMENTS
OBJECTIVE DESIGN SUBMITTAL

Sheet 4 of 8
Revised
JULY 14, 2025

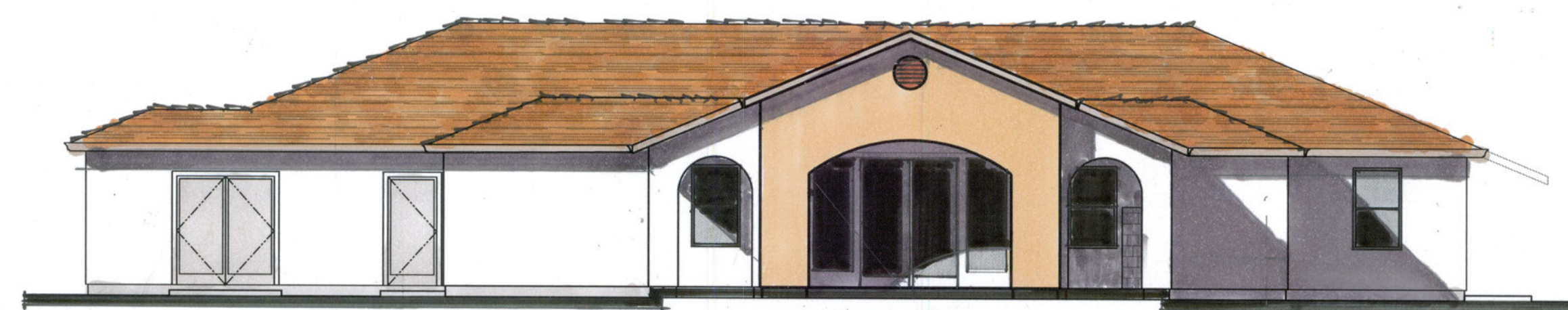
Revised 8/1/2025



ENTRY ELEVATION
3/16" = 1' - 0"



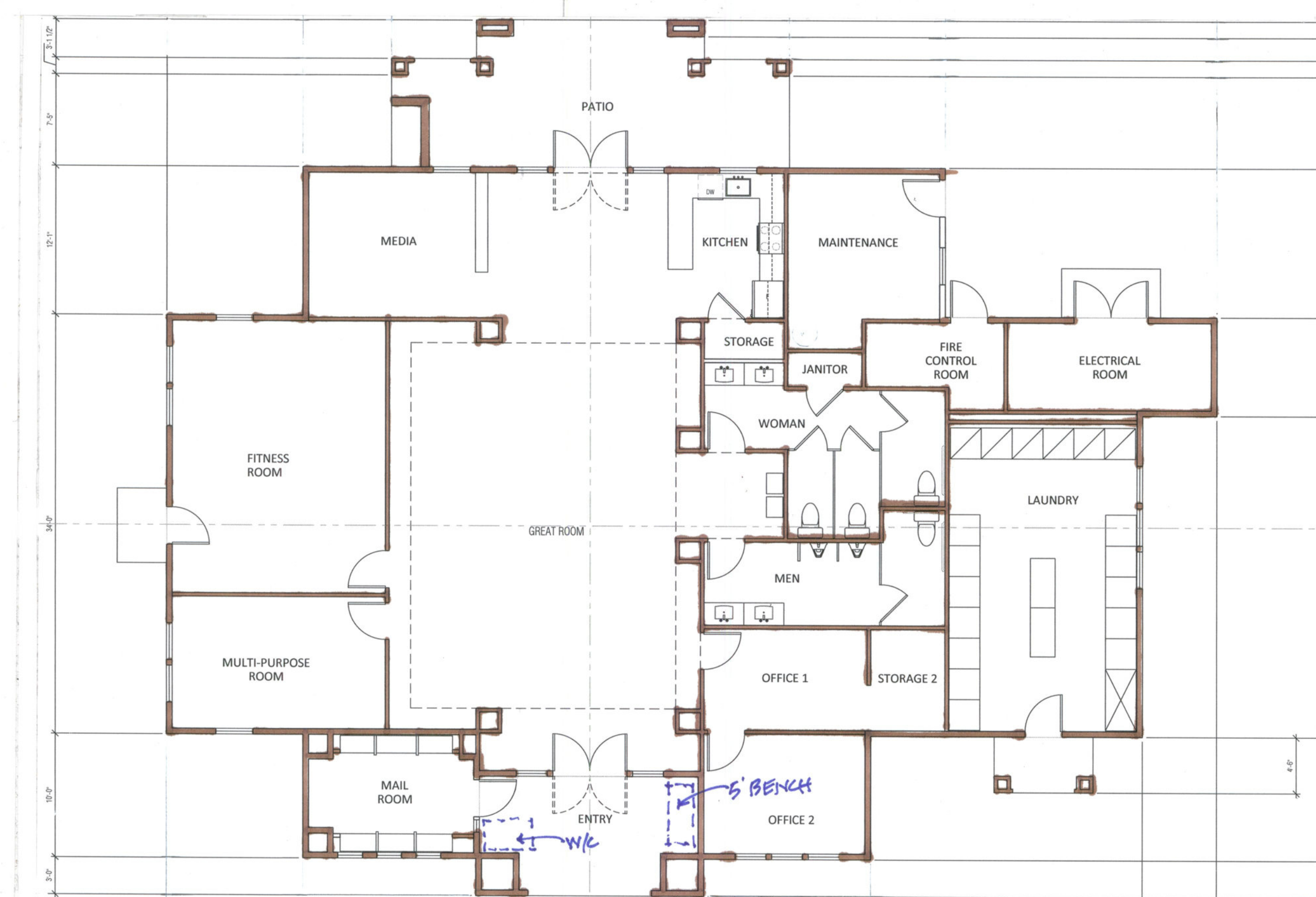
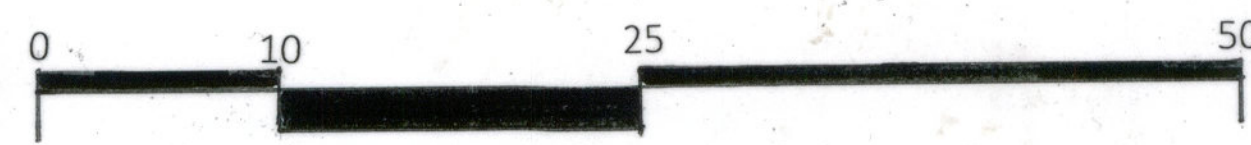
LEFT ELEVATION
1/8" = 1' - 0"



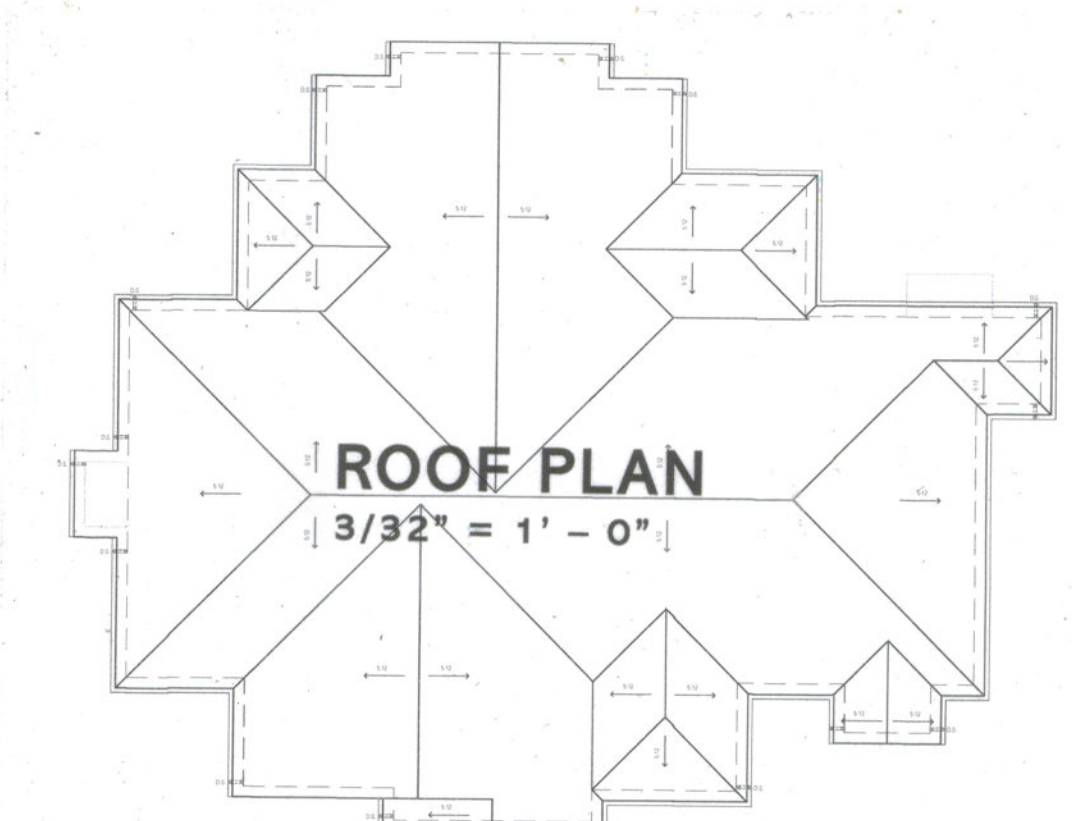
REAR ELEVATION
1/8" = 1' - 0"



RIGHT ELEVATION
1/8" = 1' - 0"



FLOOR PLAN
1/8" = 1' - 0"

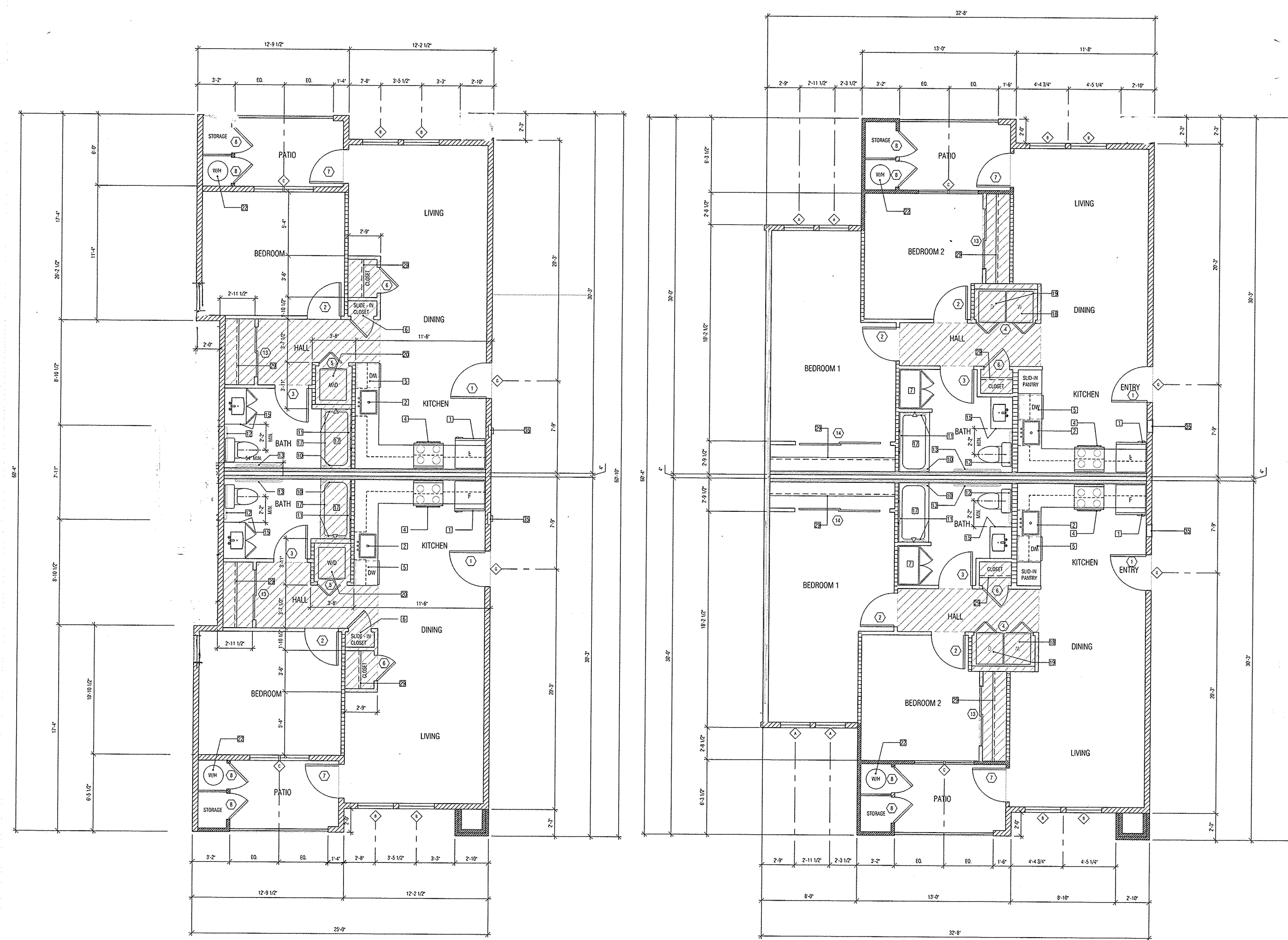


ROOF PLAN
3/32" = 1' - 0"

COMMUNITY BUILDING 1C

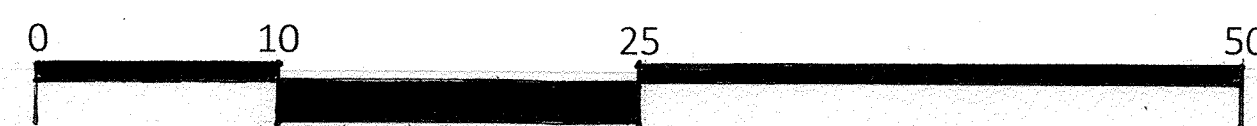
SIERRA VISTA
APARTMENTS
OBJECTIVE DESIGN SUBMITTAL

Sheet 5 of 8
APRIL 30, 2025

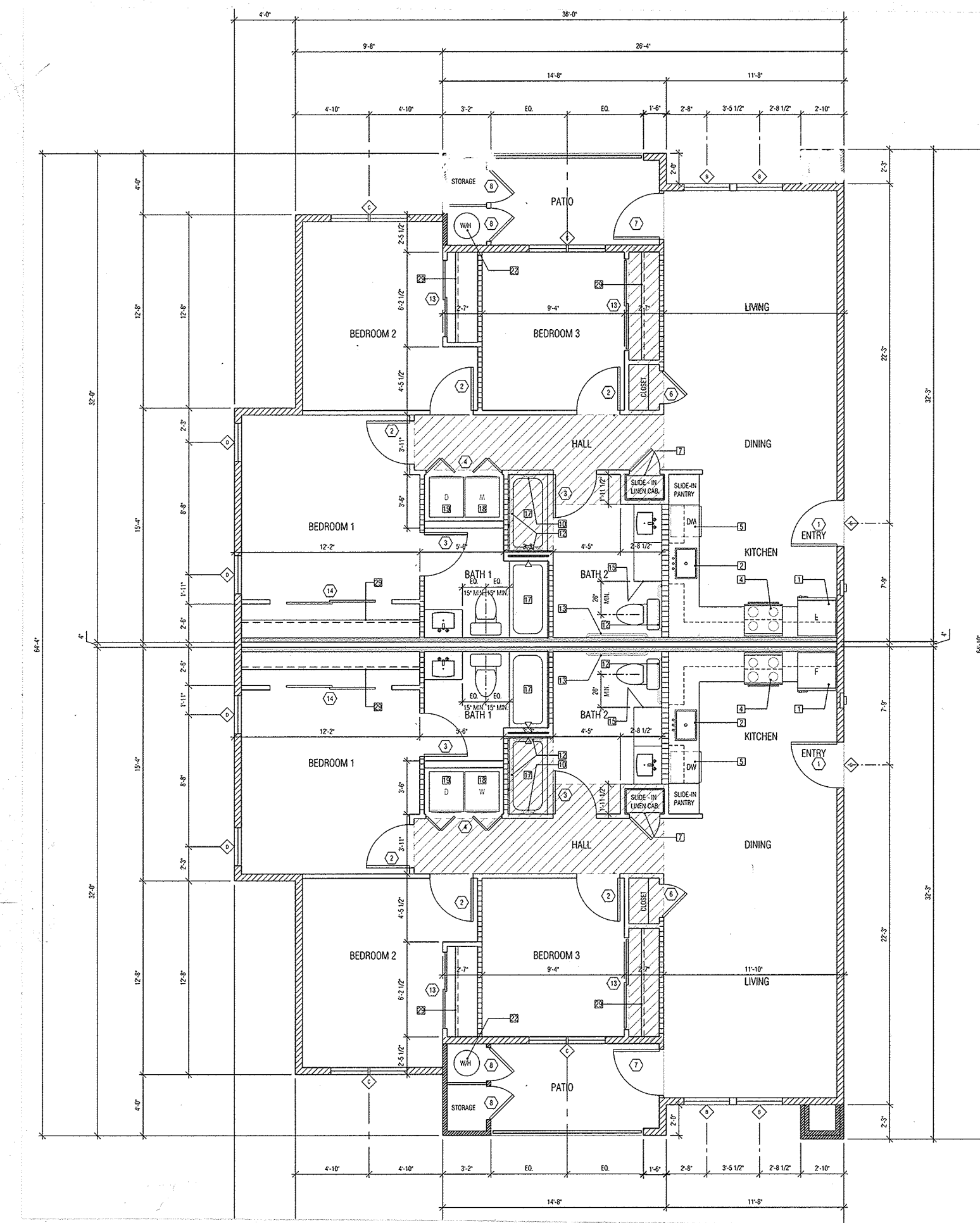


1BD/1BA FLOOR PLAN - 2ND FLOOR **625 S.F.**
SCALE 1/8" = 1'-0"

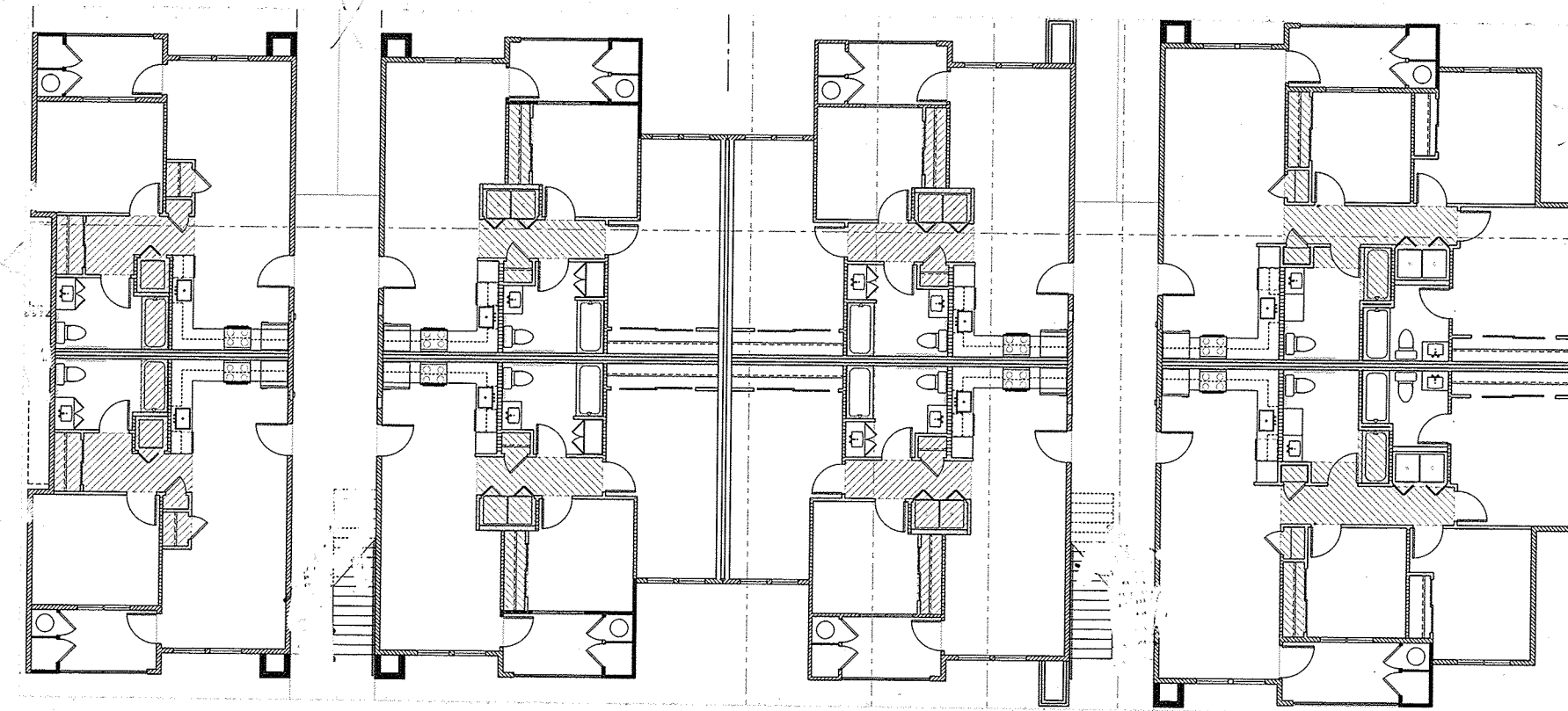
2BD/1BA FLOOR PLAN 2ND FLOOR **808 S.F.**
SCALE 1/8" = 1'-0"



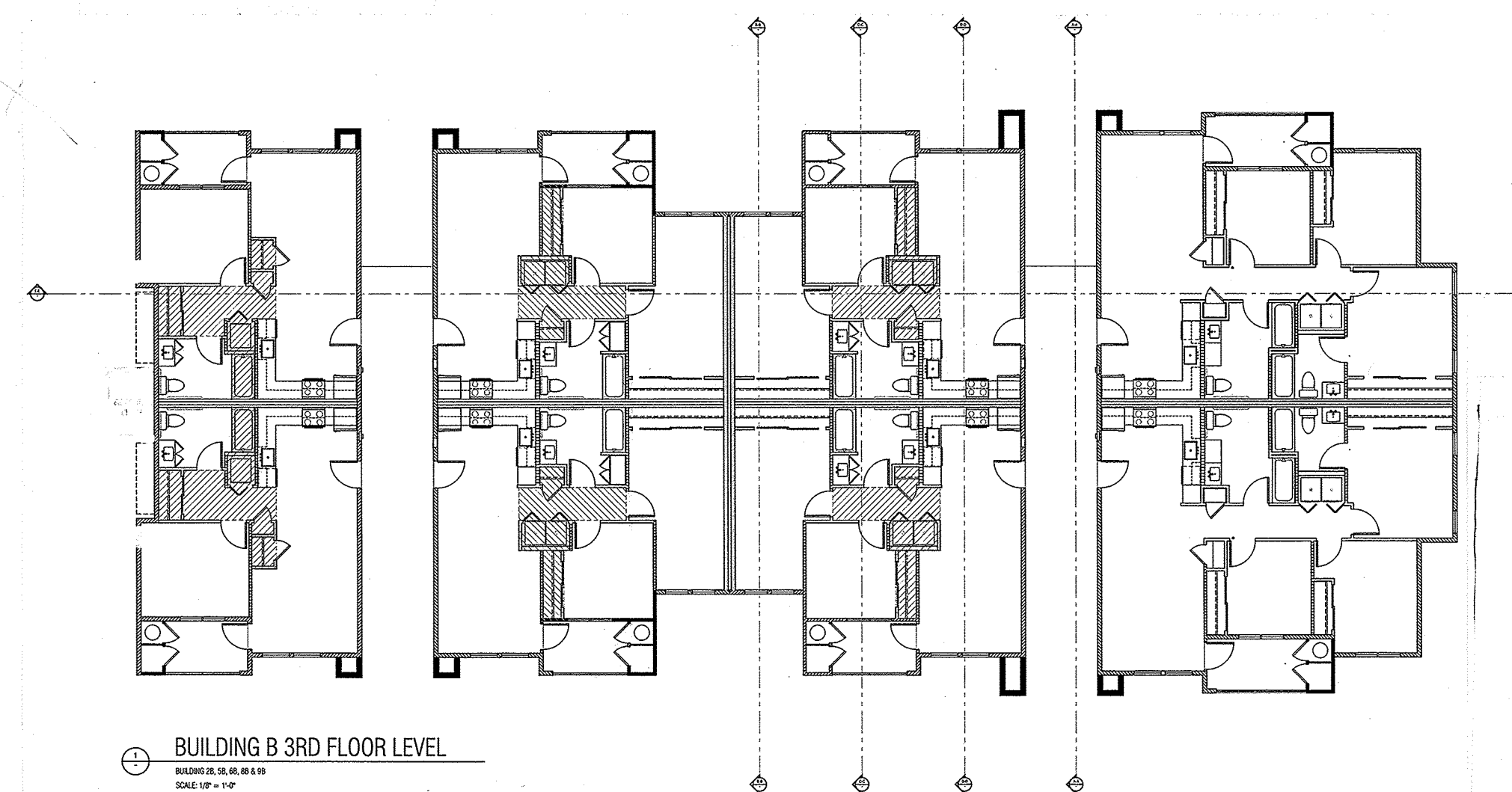
TYP. UNIT PLANS
1/8" = 1' - 0"



3BD/2BA FLOOR PLAN - 1ST FLOOR ACCESSIBLE **1065 S.F.**
SCALE 1/8" = 1'-0"



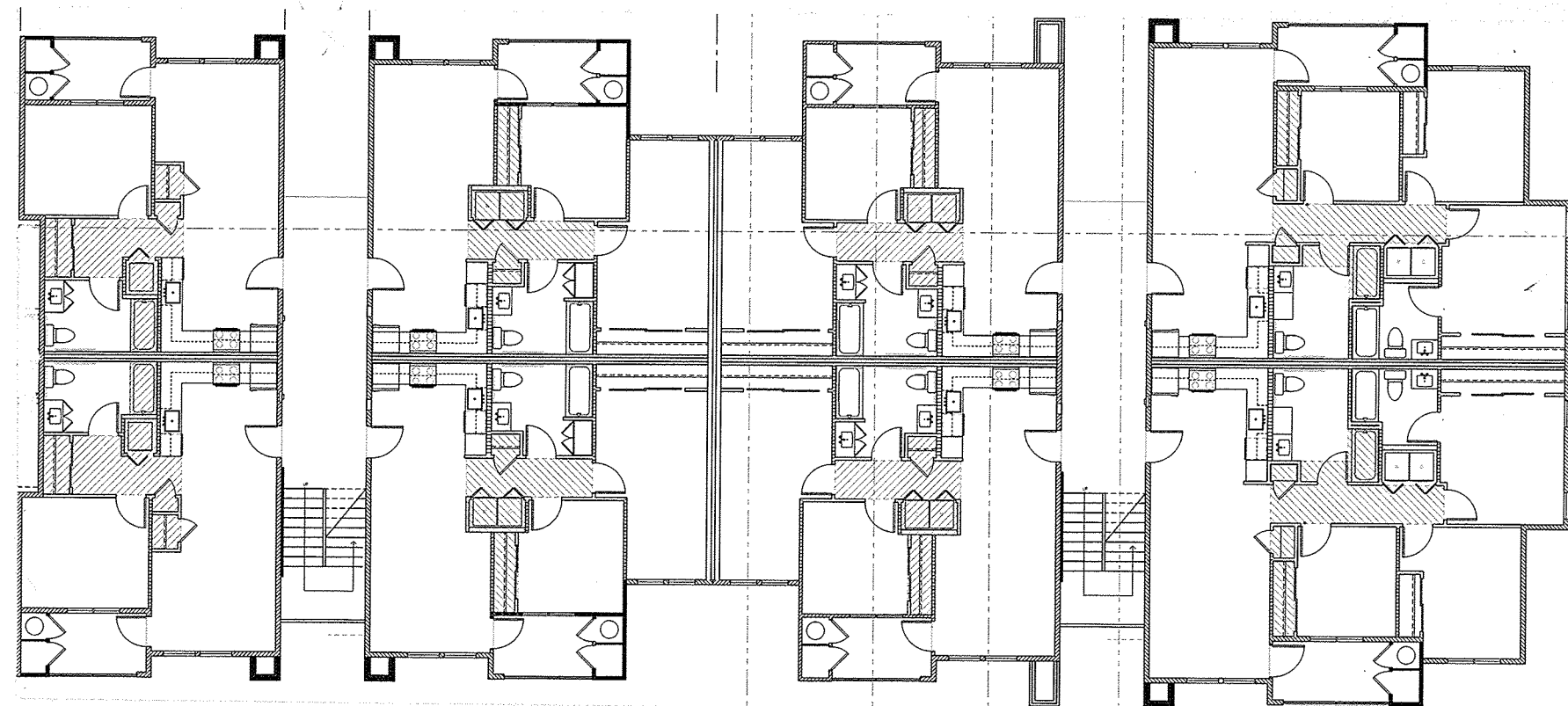
BUILDING B 1ST FLOOR ACCESSIBLE LEVEL
BUILDINGS 2B, 5B, 6B, 8B & 9B
SCALE 1/8" = 1'-0"



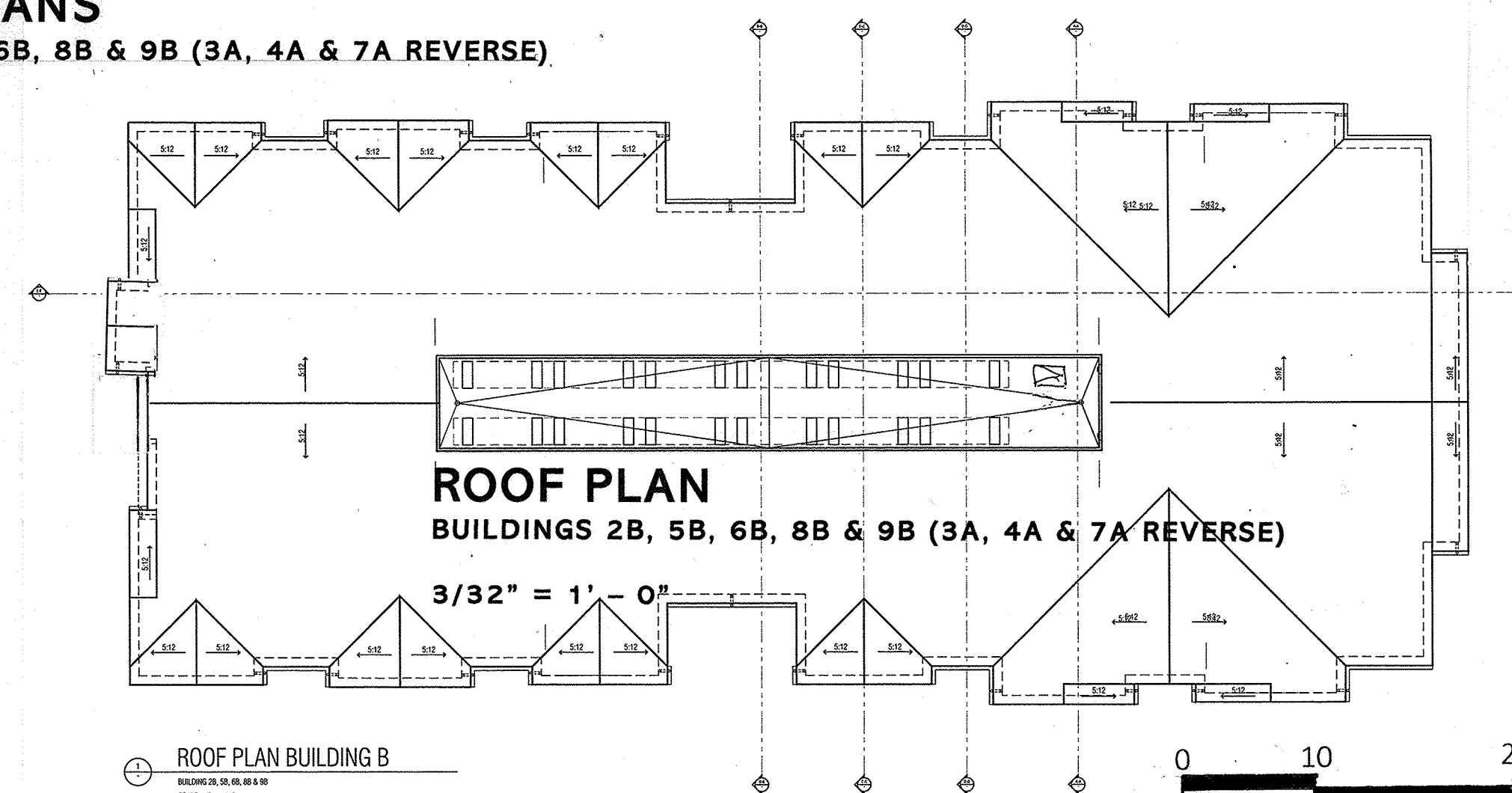
BUILDING B 3RD FLOOR LEVEL
BUILDINGS 2B, 5B, 6B, 8B & 9B
SCALE 1/8" = 1'-0"

BUILDING PLANS
BUILDINGS 2B, 5B, 6B, 8B & 9B (3A, 4A & 7A REVERSE)

3/32" = 1' - 0"



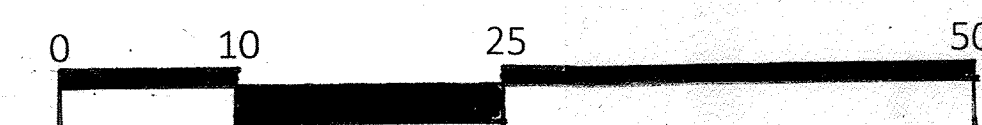
BUILDING B 2ND FLOOR
BUILDINGS 2B, 5B, 6B, 8B & 9B
SCALE 1/8" = 1'-0"



ROOF PLAN
BUILDINGS 2B, 5B, 6B, 8B & 9B (3A, 4A & 7A REVERSE)

3/32" = 1' - 0"

ROOF PLAN BUILDING B
BUILDINGS 2B, 5B, 6B, 8B & 9B
SCALE 1/8" = 1'-0"



SIERRA VISTA
APARTMENTS
OBJECTIVE DESIGN SUBMITTAL

Sheet 6 of 8
APRIL 30, 2025





Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: ☐ Administrative ☐ Council (Reso #:)
Interest Rate:
Date:
Technician Initials:

Commercial & Multi-Family Development Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new commercial & multi-family development and building expansions.

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be \$99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be \$100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of \$975.00 will be collected at the time of permit issuance, along with an associated 3% technology fee, totaling \$1,004.25. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: SE Corner of Pleasant Grove Boulevard and Upland Drive
Specific Plan Area: Sierra Vista Specific Plan Lot # and APN: Lot 1, 498-370-001

Property Owner/Builder Information

Builder: Greek Orthodox Housing Corporation
Mailing Address: 4120 Douglas Boulevard, Suite 306-511
Contact Person: Makis Stathopoulos Phone Number: 877-783-4642
Owner Signature: [Signature] Email: sstamas@surewest.net