



AGENDA

November 6, 2019

CITY COUNCIL CLOSED SESSION

4:00 p.m.

CITY COUNCIL CLOSED SESSION

5:30 p.m.

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers

311 Vernon Street

Roseville, California

www.roseville.ca.us

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

CLOSED SESSIONS

4:00 p.m.

Conference with Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2):

Significant exposure to litigation – one case

CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

-

5:30 p.m.

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)

Jimenez v. City of Roseville, et al.

Placer County Superior Court, Case Number SCV0038986

CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Proclamation - Veterans Day - November 11, 2019

Proclaim November 11, 2019 as Veterans Day, and call upon all citizens to observe a moment of silence at 11:00 am, and to proudly display the flag of the United States of America.

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Oak Street Parking Facility 7th Floor Sealing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council approve plans and specifications for the Oak Street Parking Facility 7th Floor Sealing Project and authorize staff to call for bids. The scope of this project consists of preparing the surface and applying methacrylate to the 7th floor of the Oak Street Parking Facility. The engineers estimate is approximately \$165,000.00 and is funded by the Public Facilities Fund, the Redevelopment Successor Agency, and a design consultant contribution.

CC #: 0398

File #: 0900-04

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

7.2. Vehicle and Equipment - Purchases and Budget Adjustment

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Future Ford, Inc. of Roseville for one Ford F250 truck utilizing RFQ 10-3234 in the amount of \$31,733.25; approve a purchase order to Oroville Ford, Inc. for four Ford F250 utility body trucks utilizing RFQ 10-3235 in the amount of \$186,282.00; approve a purchase order to Cart-Away Concrete Systems, Inc. for one trailer mounted concrete mixer utilizing GSA contract# GS-30F-0003T in the amount of \$26,953.78; approve a purchase order to Crafcro, Inc. for one skid mount crack vacuum utilizing Sourcewell contract #052417-CFC in the amount of \$54,307.99; and recommend Council adopt ORDINANCE NO. 6148 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested ordinance amends the budget by \$67,000.00 for the purchase of the concrete mixer and crack vacuum. Funding for the Ford F250 trucks is included in the FY2019-20 Auto Replacement budget.

CC #: 0407

File #: 0203-01 & 0201-01

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

7.3. Legal Research Subscription - Purchase Orders

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending the City Council award purchase orders to Thomson Reuters for law books, online law library and research databases based on the State of California Department of General Services contract (5-17-70-11). The total cost is not to exceed \$90,981.00 over a three-year period. By using the State of California Department of General Services contract, the City will save \$12,829.32 over the length of the contract. Funding is included in the City Attorney's library books budget for FY2019-20. The remaining two years will be allocated based on approval of the budget each year.

CC #: 0422

File #: 0500

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

7.4. Transit Buses - Purchase Order

Memo from Alternative Transportation Manager Mike Dour and Public Works Director Jason Shykowski recommending the City Council approve a purchase order with Creative Bus Sales for three new 26-foot buses at a total not-to-exceed cost of \$640,326.00. Funding for this project is provided by a Federal Transit Administration grant and with Transportation Development Act funds budgeted in the Transit Fund.

CC #: 0406

File #: 0203-01 & 0721

CONTACT: Mike Dour 916-774-5293 mdour@roseville.ca.us

Resolutions

7.5. Fiddymment Ranch Phase 2, Village 13-A1 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-469 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 13-A1 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 45 residential lots and 1 open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0410

File #: 0400-04-09-1

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

7.6. Fiddymment Ranch Phase 2, Village 13-A2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-468 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 13-A2 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 48 residential lots and 1 open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0409

File #: 0400-04-09-1

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

7.7. Fiddymment Ranch Phase 2, Village 13-B3 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-470 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 13-B3 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 45 residential lots and 1 open space lot. The actions

requested have no fiscal impact to the City's General Fund.

CC #: 0411

File #: 0400-04-09-1

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

7.8. Process Information Asset Framework Implementation - Professional Services Agreement

Memo from Electric Technology Systems Administrator Sage Armstrong and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-461 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DUSOUTH INDUSTRIES DBA DST CONTROLS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is a professional services agreement with Dusouth Industries dba DST Controls for the Process Information Asset Framework implementation for Roseville Energy Park. Total cost of the service is not to exceed \$67,600.00. Funding is included in the Electric Operations Fund budget for FY2019-20.

CC #: 0400

File #: 0800-03

CONTACT: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

7.9. Special Tax and Assessment District Administration - Professional Services Agreement Amendment

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-464 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILLDAN FINANCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff wishes to amend the current agreement with Willdan Financial Services to add administration of newly formed Community Facilities Districts (CFDs) and to include balloting services. The cost of adding newly formed CFDs to the agreement for administration will not exceed \$26,300.00, bringing the total not-to-exceed contract amount to \$336,300.00. The amended professional services agreement will have sufficient contract amount authority to cover the added balloting services. There will be no impact to the General Fund.

CC #: 0403

File #: 0206

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.10. Comprehensive User and Regulatory Fee Study - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-455 APPROVING A PROFESSIONAL SERVICES AGREEMENT,

BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Clearsource Financial Consulting as the firm to re-analyze and update the fees for the upcoming FY2020-21 fee booklet. The total compensation for the user and regulatory fee study shall not exceed \$27,600.00. Funding for this service is already included in the Finance Department's FY2019-20 adopted budget.

CC #: 0396

File #: 0215

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.11. Public Facilities Fee Program Nexus Study Update - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-462 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a professional services agreement to perform a nexus study on the Public Facilities Fee to confirm the fee is in line with the City's development needs. The total compensation shall not exceed \$35,000.00. Funding for this service is already included in the adopted FY2019-20 Public Facilities Fee Fund operating budget.

CC #: 0401

File #: 0215-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.12. Mobility Management Grant Amendment Authorization

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-471 APPROVING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD AGREEMENT AMENDMENT NO. 1 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED FORMS AND AGREEMENT. This item requests authorization to amend an agreement between the City and Caltrans for use of Federal Transit Administration FY2016-17 Section 5310 grant funds for the South Placer Regional Mobility Training Program, extending the term of the agreement for one year to November 15, 2020. There is no fiscal impact as a result of the amendment and no General Fund resources are used for this program.

CC #: 0412

File #: 0721

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

7.13. Adventure Club Community Care Licensing Division Administrative Organization Update

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-453 APPROVING CONTACT PERSONS FOR THE DEPARTMENT OF SOCIAL SERVICES, COMMUNITY CARE LICENSING DIVISION ADMINISTRATIVE ORGANIZATION UPDATE. Staff is requesting the update of the Department of Social Services (Community Care Licensing Division) Administrative Organization Form that names Parks, Recreation & Libraries Supervisors Melanie Nett and Christie Dentry as the contact for child care licensing. There is no fiscal impact associated with this request.

CC #: 0394

File #: 0704

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.14. Street Closure Request - 58th Annual Sylvia Besana Holiday Parade - November 23, 2019

Memo from Parks, Recreation & Libraries Superintendent Jeff Nereson and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-466 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the closure of the following streets from 7:00 a.m. to 12:30 p.m. for the 58th Annual Sylvia Besana Holiday Parade on Saturday, November 23, 2019: Vernon Street between 6th Street and Lincoln Street; Folsom Road between Vernon Street and Roseville Square Shopping Center; South Grant Street between Oak and Atlantic Street; and Pratt Street between Vernon Street and Oak Street. All costs associated with this event for City services will be reimbursed by the applicant.

CC #: 0405

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.15. Street Closure Request - Christmas Tree Lighting Event - December 5, 2019

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 19-465 APPROVING THE CLOSING OF CERTAIN STREETS FOR THE 2019 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY. Staff requests Council approve street closures for the Christmas Tree Lighting event on Thursday, December 5, 2019. Street closures included are Vernon Street between Taylor Street and East Washington Boulevard, and South Grant Street between Oak Street and Atlantic Street. Street closure times will be 2:00 p.m. – 10:00 p.m. Council is also being requested to approve the closure of the ground floor of the Vernon Street parking garage on Wednesday, December 4th and/or Thursday, December 5th, only in the event of rain. The budget for the Tree Lighting event is \$24,307.00

with an expected vendor and sponsorship revenue amount of \$9,550.00. The net expenditure of \$14,757.00 is included in the approved FY2019-20 Parks, Recreation & Libraries Department budget.

CC #: 0404

File #: 0109-02

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.16.Pre-Qualification Procedure for Certain Parks, Recreation & Libraries Projects

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 19-454 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Due to the need to more effectively and efficiently administer the construction of park projects, staff requests approval to pre-qualify all prime contractors seeking to bid park projects slated to be constructed in 2020. There is no direct fiscal impact from approving the pre-qualification and appeals process.

CC #: 0395

File #: 0704

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

7.17.State Legislative and Regulatory Representation - Agreement for Consulting Services

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending the City Council adopt RESOLUTION NO. 19-472 APPROVING AN AGREEMENT FOR CONSULTING SERVICES FOR STATE LEGISLATIVE AND REGULATORY REPRESENTATION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOE A. GONSALVES & SON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting that City Council approve an agreement with Gonsalves & Son that increases the monthly retainer by \$12,792.00 per month to allow for their oversight of additional lobbying and technical firms that possess the precise expertise in water, groundwater, wastewater, solid waste, recycled water, stormwater services and regulatory agencies needed to meet the Environmental Utilities Department's specific needs.

CC #: 0417

File #: 0114

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

7.18.Sewer System Management Plan Recertification

Memo from Wastewater Collection Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-463 RECERTIFICATION OF THE CITY OF ROSEVILLE SEWER SYSTEM MANAGEMENT PLAN. This item requests City Council re-certify the City's Sewer System Management Plan. A

permit fee of \$12,259.00 is required annually. Funding to pay this fee is included in the Wastewater Collections Division annual operating budget.

CC #: 0402

File #: 0800-02

CONTACT: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

7.19. Water Utility Engineering and Planning Support Services - On-Call Professional Services Agreement

Memo from Hydrogeologist Trevor Joseph and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-467 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an on-call professional services agreement with Water Works Engineers, LLC for environmental utilities engineering and planning support services. The total contract value of the agreement with Water Works Engineers, LLC is not to exceed \$45,223.00. Funding for these services is from the Water Operations Fund budget within the Environmental Utilities Department which is funded by Water Utility rate revenue.

CC #: 0408

File #: 0800-02

CONTACT: Trevor Joseph 916-746-1708 tjoseph@roseville.ca.us

Ordinances (for introduction and first reading)

7.20. Roseville Municipal Code Amendment to Massage Services Appeals

Memo from Public Information Officer Rob Baquera and Police Chief James Maccoun recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CODE SECTIONS 9.10.090, 9.10.100, 9.10.120, and 9.10.150 OF CHAPTER 9.10 OF Title 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES. Due to the extended time constraints for appeals to be heard by City Council, staff believes due process for the appellant is better served by having such appeals of the Police Chief's decision heard by the City Manager or his or her designee. There is no fiscal impact.

CC #: 0414

File #: 0300 & 0324

CONTACT: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

7.21. 2019 Building Standards Code Adoption

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Barteel recommending City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS

16.04.100, 16.04.310, 16.04.410, 16.04.830, AND 16.04.870 REPEALING SECTIONS 16.04.106, AND 16.04.860 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, REMOVING CHAPTER 16.15 OF TITLE 16 REGARDING HIGHRISE BUILDINGS, AND REPEALING AND REPLACING CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE. The Ordinance amends Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property. The Ordinance proposes no additional requirements and is consistent with California State Law. The City is not proposing any additional local amendments with the approval of the Ordinance, and changes throughout the Ordinance are minimal.

CC #: 0419

File #: 0501

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Jim Mangino 916-774-5390 jmangino@roseville.ca.us

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

7.22. Saugstad Urban Rivers Grant Bank Stabilization Project - Design-Build Construction Agreement and Budget Adjustment

Memo from Acting Stormwater Program Manager Matt Ocko and Environmental Utilities Director Rich Plecker recommending the City Council adopt RESOLUTION NO. 19-473 APPROVING A DESIGN-BUILD CONSTRUCTION AGREEMENT, BY AND BETWEEN HABITAT RESTORATION SCIENCES, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6150 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval and award of a Design-Build Construction Agreement to Habitat Restoration Sciences, Inc. in the amount of \$605,649.00 for the Saugstad Urban Rivers Grant Bank Stabilization project. The City was awarded a \$543,357.50 environmental restoration grant through the Proposition 1 California Natural Resources Agency Urban Rivers Grant Program. The project focuses on the creek segment adjacent to the Chamber of Commerce building within Saugstad Park and will provide long-term creek bank stability in that section of Dry Creek. Additionally, staff is requesting a budget adjustment of \$75,000.00 (\$40,000.00 in the Stormwater Fund and \$35,000.00 in the Highway Users Tax Fund) to cover costs above the project's original grant award from the California Natural Resources Agency Urban Rivers Grant Program.

CC #: 0418

File #: 0900-02 & 0201-01

CONTACT: Matt Ocko 916-774-5738 mocko@roseville.ca.us

Ordinances (for second reading and adoption)

7.23. Second Reading of Ordinance - Creekview Specific Plan Rezone and Development Agreement Amendment

ORDINANCE NO. 6149 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, and ORDINANCE NO. 6151 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 0423

File #: 0400-04-13-2 & 0400-02 & 0400-03

CONTACT: Charity Gold 916-774-5247 cgold@roseville.ca.us

Reports / Requests

7.24. Staffing Position Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council approve the citywide allocation schedule reflecting the reclassification of two (2) vacant allocations and the deletion of two (2) allocations. The total fiscal impact for FY2019-20 is \$25,251.00, which will be reimbursed by revenues in the Development Services Department budget.

CC #: 0413

File #: 0600-01

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Plans and Specifications and Design-Assist and Construction Agreement Approval

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council approve plans and specifications; and adopt RESOLUTION NO. 19-475 APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF THE PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT, BY AND BETWEEN W.M. LYLES CO. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval and award of a Design-Assist and Construction Agreement to W.M. Lyles Company for the Pleasant Grove

Wastewater Treatment Plant Energy Recovery project in the amount of \$23,394,729.00, and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for the project that could increase the contract amount by no more than 5%, or \$1,169,736.00. Funding for this agreement is provided by the South Placer Wastewater Authority capital improvement projects fund.

CC #: 0421

File #: 0900-02-02-2

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

8.2. Pleasant Grove Wastewater Treatment Plant Expansion Project - Plans and Specifications and Design-Assist and Construction Agreement Approval

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council approve the plans and specifications, and adopt RESOLUTION NO. 19-474 APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT, BY AND BETWEEN W.M. LYLES CO. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval and award of a Design-Assist and Construction Agreement to W.M. Lyles Company for the Pleasant Grove Wastewater Treatment Plant Expansion project in the amount of \$54,400,000.00, and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for the project that could increase the contract amount by no more than 5%, or \$2,720,000.00. Funding for this agreement is provided by the South Placer Wastewater Authority capital improvement projects fund.

CC #: 0420

File #: 0900-02-02-1

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, 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

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those

issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

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

9.1. Creekview Community Facilities District No. 1, Public Facilities - Resolution of Formation

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-456 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 19-457 DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 19-458 CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 19-459 DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). The project is approximately 503.2 acres of property that has been approved for the development of 2,011 residential units, 9.2 acres of commercial/business professional uses, a school site, 16 acres for parks, roughly 138 acres of open space, and 39.8 acres of urban reserve. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The formation of the district will not impact the City's General Fund.

CC #: 0397

File #: 0206-03-01

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

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

9.2. Public Input Regarding Draft District Maps - Public Hearing 4

Memo from City Clerk Sonia Orozco and Assistant City Attorney Michelle Sheidenberger recommending the City Council conduct a fourth public hearing to receive community input regarding the configuration of the draft map

alternatives, and select and adopt a district map from the map(s) identified at the October 23, 2019 public hearing, or select a new district map for consideration, in which case adoption of the map would occur at the November 20, 2019 City Council meeting. The City Council is also recommended to determine the sequencing of districts dependent on the selected map, and discuss a process for appointment of the Mayor and Vice-Mayor to be included in the ordinance brought forward to the City Council at the November 20, 2019 public hearing.

CC #: 0364

File #: 0502

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

M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

10. DEPARTMENT UPDATES

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0415
File #: 0102-06

Title: Proclamation - Veterans Day - November 11, 2019
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim November 11, 2019 as Veterans Day, and call upon all citizens to observe a moment of silence at 11:00 am, and to proudly display the flag of the United States of America.

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 reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Veterans Day

CITY OF ROSEVILLE



VETERANS DAY NOVEMBER 11, 2019

WHEREAS, at 11:00 am on November 11, 1918, the world rejoiced and celebrated the signing of an Armistice by the Allied Forces and the Federal Republic of Germany for the cessation of World War I; and

WHEREAS, to remember the sacrifices that the men and women made to ensure that lasting peace, on November 11, 1919, Woodrow Wilson the 28th President of the United States proclaimed an Armistice Day in the United States; and

WHEREAS, on June 4, 1926, the United States Congress passed a concurrent resolution requesting Calvin Coolidge, the 30th President of the United States, to issue a proclamation to observe November 11 with all the appropriate ceremonies; and

WHEREAS, on May 13 1938, twenty-years after World War I, Congress passed an act declaring November 11 in each year a federal holiday, as a day to be dedicated and celebrated thereafter as Armistice Day; and

WHEREAS, in order for a grateful Nation to pay homage to veterans of all wars, on June 1, 1954, Dwight Eisenhower, the 34th President of the United States, signed into law a bill introduced by U.S. Representative Edwin Rees from Kansas renaming Armistice Day to Veterans Day; and

WHEREAS, in 1971 Richard Nixon, the 37th President of the United States, declared Veterans Day to be observed on the second Monday in November; and

WHEREAS, because the commemoration of Veterans Day was a matter of historic and patriotic significance, on September 20, 1975, Gerald Ford, the 38th President of the United States, signed Public Law 94-97 (89 Stat. 479), which returned the annual observance of Veterans Day to its original date of November 11; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **NOVEMBER 11, 2019** as **VETERANS DAY**, and call upon all citizens to observe a moment of silence at 11:00 am, and to proudly display the flag of the United States of America.

SIGNED AND APPROVED this 6th day of November, 2019

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0398
File #: 0900-04

Title: Oak Street Parking Facility 7th Floor Sealing Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the plans and specifications for the Oak Street Parking Facility 7th Floor Sealing Project and authorize staff to call for bids.

BACKGROUND

The Oak Street Parking Garage was substantially completed in May 2018 and opened to the public on June 15, 2018.

At the April 17, 2019 meeting, the City Council approved a budget adjustment in the amount of \$424,000.00 to be used for project construction expenses, consultant invoices, and to fund the Oak Street Parking Facility 7th Floor Sealing Project.

The Oak Street Parking Facility 7th Floor Sealing Project consists of an application of a methacrylate coating on the 7th floor of the Oak Street Parking Facility. The items of work include removal of existing traffic stripes and legends, preparation of the concrete surface, application of methyl methacrylate, and replacing the striping.

Sealing the cracks on the 7th floor of the parking garage is necessary to alleviate the potential for increased maintenance and repair costs due to water intrusion into and through the parking deck. There are no known structural issues with the parking garage. Also, because attempts to definitively identify the responsible party for the excessive cracking on the 7th floor have been inconclusive, the contractor, the design consultant, and the City all agreed to contribute funds towards the sealing project.

MGE Engineer Inc. designed the Oak Street Parking Facility 7th Floor Sealing Project. Plans and specifications are attached to this Staff Report and available at the City Clerk's Office for review.

The Oak Street Parking Facility 7th Floor Sealing Project is anticipated to begin in January of 2020 and be completed by February of 2020.

FISCAL IMPACT

The Engineer's estimate for construction is \$165,000.00 and is funded by the Public Facility Fee Fund, Redevelopment Successor Agency available resources, and a design consultant reimbursement. No General Fund resources are being used for this project. Sufficient funding is available in the approved project budget.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Beth Taylor, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Location Map

Sealing Project Plans

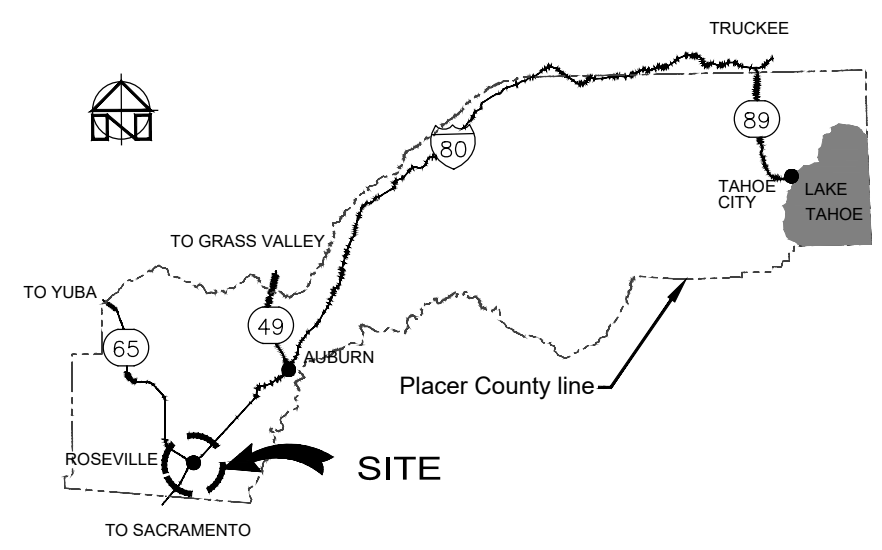
Project Manual

95% SUBMITTAL
10/10/2019
NOT FOR CONSTRUCTION

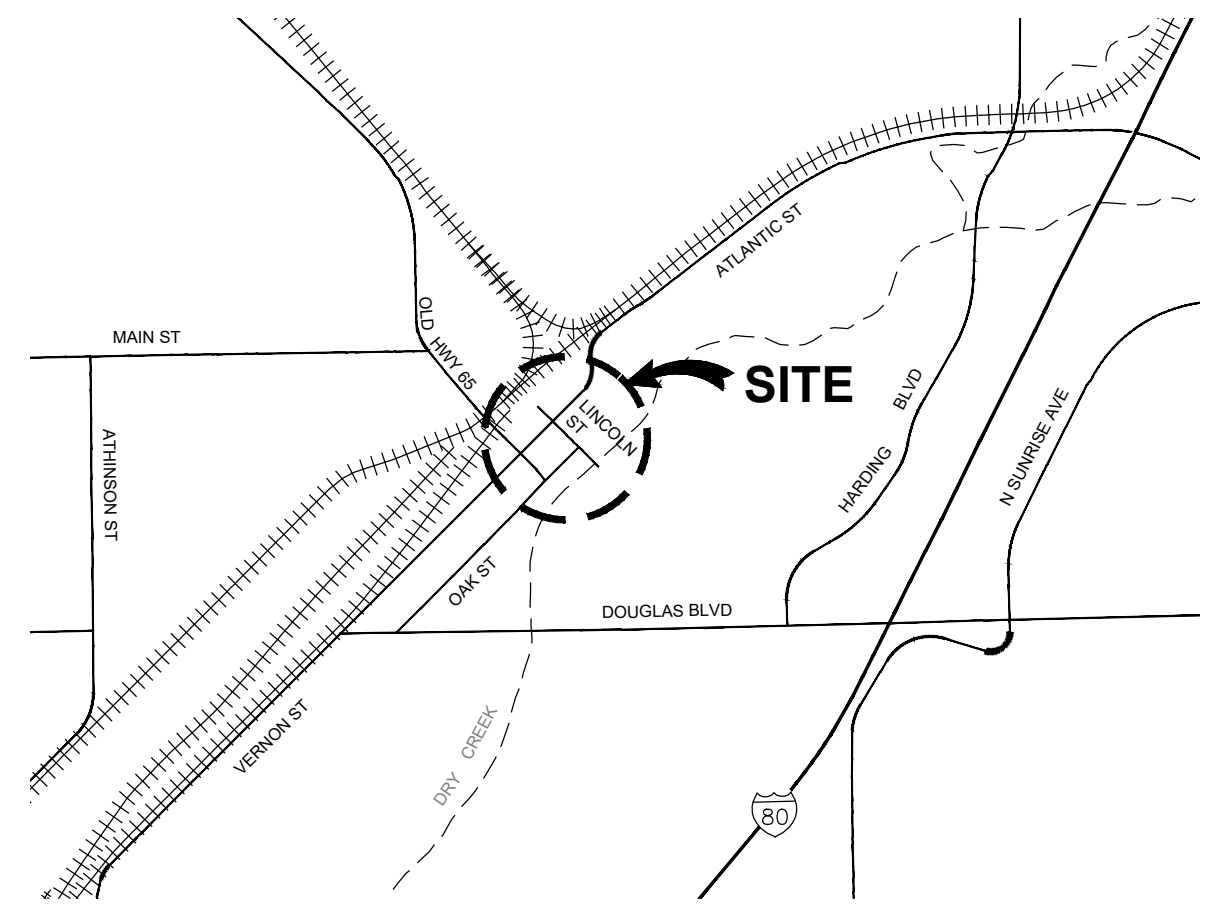
CITY OF ROSEVILLE - DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR CONSTRUCTION OF
OAK STREET PARKING FACILITY
7th FLOOR SEALING PROJECT
200 OAK STREET
ROSEVILLE, CALIFORNIA
CITY PROJECT # 400054
TO BE SUPPLEMENTED WITH STANDARD PLANS AND
STANDARD SPECIFICATIONS DATED 2018 BY CALTRANS



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE



SITE MAP
NO SCALE

STANDARD PLANS DATED 2018

- A3A ABBREVIATIONS (SHEET 1 OF 3)
- A3B ABBREVIATIONS (SHEET 2 OF 3)
- A3C ABBREVIATIONS (SHEET 3 OF 3)
- A10A LEGEND - LINES AND SYMBOLS (SHEET 1 OF 5)

INDEX OF SHEETS

SHEET #	TITLE
1.	TITLE SHEET
2.	SEVENTH TIER PLAN
3.	STRIPING DETAILS

NO.	REVISION	BY	DATE

BENCH MARK	DATUM
ELEVATION	
DESCRIPTION	

DESIGN BY: J. SIEMERS
DRAWN BY: K. WANG
CHECKED BY: R. SENNETT
SCALE: NTS
DATE: 10/10/2019
PROJECT NO: XXXXX

MGE ENGINEERING INC.
7415 Greenhaven Dr. Suite 100
Sacramento, California 95831
Tel: (916) 421-1000
Fax: (916) 421-1002

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

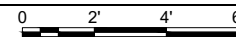


OAK STREET PARKING FACILITY

TITLE SHEET

CITY OF ROSEVILLE
CALIFORNIA

P:\V12 ROSEVILLE PARKING STRUCTURE\08 CAD\PRODUCTION\TSHEETS\V12_01 TITLE



ITEM	UNIT	QUANTITIES
PREPARE CONCRETE PARKING FACILITY DECK SURFACE	SQFT	22,440
TREAT PARKING FACILITY DECK SURFACE WITH METHACRYLATE	SQFT	22,440
FURNISH PARKING FACILITY DECK TREATMENT MATERIAL	GAL	250
PAINT STANDARD STALL STRIPING	LF	2,496
PAINT DIAGONAL STRIPING	LF	40



Buildings & Grounds Project Manual

Name of project:

Oak Street Parking Facility 7th Floor Sealing Project

Department:

Public Works

TABLE OF CONTENTS

	<u>Pagination Notation</u>
Notice to Contractors	NTC
Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
General Conditions for Buildings and Grounds	GC
Supplemental Conditions	SC
Specifications	SPEC
Drawings	DRAW
Assembly Bill No. 626	AB 626

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: Oak Street Parking Facility 7th Floor Sealing Project

NOTICE TO CONTRACTORS

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

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on to be determined , 20 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Oak Street Parking Facility 7th Floor Sealing Project.

A pre-bid meeting will be held at N/A.

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

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

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for

submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

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

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

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

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

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of

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

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

All questions prior to the deadline for bid submissions shall be submitted via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is _____, to be determined at _____, ____ calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City may correct any mathematical errors apparent on the face of the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No._____

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

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

The work to be done is described in the Bidding Documents entitled _____, City of Roseville, California.

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

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

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

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

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

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

with the Contract Documents.

Accompanying this Proposal is _____.

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

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

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

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

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

OAK STREET PARKING GARAGE 7TH FLOOR SEALING PROJECT

CONTRACTOR:_____

SCHEDULE OF BID ITEMS

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
1	PREPARE AND TREAT CONCRETE DECK SURFACE	LS	1	<u>\$</u>	<u>\$</u>
2	PRESSURE WASH CEILING OF 6 TH FLOOR	LS	1	<u>\$</u>	<u>\$</u>
3	PARKING STRIPING (PAINT)	LS	1	<u>\$</u>	<u>\$</u>
BASE BID (ITEMS 1 TO 3) TOTAL (IN FIGURES)				<u>\$</u>	

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____

No_____

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

PROP - 15

A G R E E M E N T

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

W I T N E S E T H:

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____
_____ dollars (\$_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

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

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

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

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

CITY OF ROSEVILLE

CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

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NOTICE TO INSURANCE BROKER

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

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

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

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

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

Bonds must be sent to the following staff person:

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

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

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

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

Thank you.

INS - 1

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.**

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

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

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not**

____ Required by Risk Management: The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

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

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

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

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

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

Bond No. _____ Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

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

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

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

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

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

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

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

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

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

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

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

GC

**CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS**

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SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

with certain contractual requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Work Site.

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

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

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

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

satisfactory and workmanlike manner.

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

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

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

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

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

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

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

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

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

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

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

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

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

ORDERS. Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04

EXECUTED CHANGE ORDER.

A Contract Change Order signed by both the Director and the Contractor is an “executed Contract Change Order.” By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other “impact” claim or “ripple effect” claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05

CONTRACT PRICE ADJUSTMENT.

If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars (\$1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other “impact” claim or “ripple effect” claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor’s own forces, the maximum allowable mark-ups for the Subcontractors’ costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, “Changes in the Work,” of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term “claims” shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys’ fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

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

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

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

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

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

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

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

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

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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

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

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

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

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

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

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act” beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor’s receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of “Changes in the Work” under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor’s operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

"Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: Oak Street Parking Facility 7th Floor Sealing Project

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Public Works
Department of the City of Roseville.

1-1.34 **LEGAL HOLIDAYS:** Section 1-1.34 of the General Conditions is amended to include the following:

Holidays	
Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is five (5) Days after receipt of the submittal by the Director.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** Section 2-1.14 of the General Conditions is amended to include the following:

Parking and Public Access

The City will require use of the entire parking structure during City events. The contractor shall coordinate schedule and work activities to allow full use of the parking structure during the listed City events.

September-Family Fest (last Saturday in September)

November -Turkey Trot (Thanksgiving Day)

December- Downtown Holiday Celebrations (First week in December) - North Pole Tavern, Tree Grove, Christmas Tree Lighting

May- Wizard Fun Run (First Sunday in May)

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than ____n/a__ Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 30 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be n/a calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$500.00 (Five hundred dollars) per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

7-1.10 **FINAL PAYMENT.** Section 7-1.10 of the General Conditions is amended to include the following:

The Contractor shall submit Form CC4: Final Release Form. This form must accompany any request for final payment (See Appendix A).

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Project: OAK STREET PARKING FACILITY 7TH FLOOR SEALING PROJECT

SPEC

DRAWINGS

Project: OAK STREET PARKING FACILITY 7TH FLOOR SEALING PROJECT

DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

APPENDIX A



Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary

Original Contract Amount: (1) _____

Approved Change Orders through #: (2) _____

Quantity Changes (Requires Project Engineer/Inspector verification): (3) _____

Total Contract Amount to Date: (4) _____

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer: _____

Senior Engineer: _____

Contractor: _____

Date: _____

Date: _____

Date: _____



Project: _____

Acct#: _____

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Contract: _____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
TOTALS:					\$ -		\$ -		\$ -		\$ -		\$ -



Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
Totals						\$ -			\$ -			\$ -

Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From:

Name of Contractor/Claimant

Address

Date:

Payment Request No:

Acct.No:

Project Name:

To/Owner: CITY OF ROSEVILLE

Department of Public Works

Engineering Division

311 Vernon Street

Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check:

Check Payable To:

Exceptions

Signature

Claimant Signature

Print Name:

Claimant Title

Date:



COUNCIL COMMUNICATION

CC #: 0407

File #: 0203-01 & 0201-01

Title: Vehicle and Equipment - Purchases and Budget Adjustment

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

Meeting Date: 11/6/2019

Item #: 7.2.

RECOMMENDATION TO COUNCIL

RFQ 10-3234

Staff recommends Council approve a purchase order to Future Ford, Inc. of Roseville for one Ford F250 truck utilizing RFQ 10-3234 to replace Fleet ID 03-217 approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$31,733.25.

RFQ 10-3235

Staff recommends Council approve a purchase order to Oroville Ford, Inc. for four Ford F250 utility body trucks utilizing RFQ 10-3235 as Fleet additions approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$186,282.00.

GSA

Staff recommends Council approve a purchase order to Cart-Away Concrete Systems Inc. for one trailer mounted concrete mixer utilizing GSA contract# GS-30F-0003T as a Fleet addition approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$26,953.78. Additionally, adopt an ordinance to amend the budget by \$5,000.00 to pay for sales tax, freight and steel surcharge.

Sourcwell

Staff recommends Council approve a purchase order to Crafcro, Inc. for one skid mount crack vacuum utilizing Sourcwell contract# 052417-CFC to replace Fleet ID 05-871. The total cost including options and sales tax is \$54,307.99. Additionally, adopt an ordinance to amend the budget by \$62,000.00 to pay for the Crafcro skid mount crack vacuum.

BACKGROUND

RFQ 10-3234

The Public Works Building Maintenance division is purchasing one Ford F250 truck with a lift gate as a replacement for Fleet ID 03-217. This vehicle is used by maintenance and custodial staff for cleaning, maintaining, delivering, and moving assets located in City buildings.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Unit Price (Two trucks with options)</u>
Future Ford of Roseville Roseville, CA	\$77,246.46

The low bidder Future Ford did not include pricing for the option of four wheel drive and, as a result, only one of the two Ford F250 trucks the City requested will be purchased from this bid. Staff will reissue another bid for the purchase of the four wheel drive F250.

RFQ 10-3235

The Environmental Utilities Department's Water Distribution division is purchasing four Ford F250 utility body trucks as fleet additions. The first truck will be used by the water quality crew to meet state regulatory requirements such as weekly water sampling from various locations throughout the City. The second truck will be used by the water meter and backflow crew to meet the state mandated backflow prevention program, which includes testing, repair, and maintenance of backflows in the City. The third truck will be used by the preventative maintenance crew to maintain compliance with state required valve exercising and maintenance on the main lines, fire hydrants, and service line valves. The fourth truck will be used by the construction crew for the operation of the department's new leak detection program which consists of a minimum of 100 miles of water main line surveyed annually.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Oroville Ford Oroville, CA	\$188,566.24

Towne Ford Redwood City, CA	\$193,302.64
--------------------------------	--------------

GSA

The Public Works Street Maintenance division is purchasing one trailer mounted concrete mixer as a fleet addition. The purchase of this equipment is necessary since the cost of rental concrete mixers has increased over the last few years during construction season. Also, the equipment is in high demand and oftentimes difficult to rent. The 1.75 cubic yard capacity will be more cost effective for the team in order to reduce the number of back and forth trips to the concrete plant. The trailer mounted concrete mixer will make the drainage crew more efficient with their concrete repair work. A budget adjustment is necessary to pay for sales tax, freight and steel surcharge.

Sourcewell

The Public Works Street Maintenance division is purchasing one Crafcro skid mount crack vacuum as a replacement for Fleet ID 05-871, which had a catastrophic engine and compressor failure and is no longer a usable piece of equipment. This equipment is used to vacuum incompressible materials from pavement cracks to allow for a clean and dry surface before the placement of crack sealant material. Fleet ID 05-871 has enough replacement funding to purchase a replacement; however a budget adjustment is necessary to appropriate funds into the current fiscal year.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
03-217	30	Meets City replacement criteria
05-871	28	Meets City replacement criteria

FISCAL IMPACT

RFQ 10-3234

The total cost of one Ford F250 truck including options and sales tax is \$31,733.25. Funding is included in the FY2019-20 Auto Replacement Budget.

RFQ 10-3235

The total cost of four Ford F250 utility body trucks including options and sales tax is \$186,282.00. Funding is included in the FY2019-20 Auto Replacement Budget.

GSA

The total cost of one trailer mounted concrete mixer including options and sales tax is \$26,953.78. Funding of \$25,000.00 is included in the FY2019-20 Auto Replacement Budget. A budget adjustment of \$5,000.00 will appropriate funds from the Auto Replacement Fund into the current fiscal year budget to cover the additional sales tax, freight and steel surcharge.

Sourcewell

The total cost of one Crafcro skid mount crack vacuum including options and sales tax is \$54,307.99. A budget adjustment of \$62,000.00 will appropriate funds from the Auto Replacement Fund into the current fiscal year budget to purchase the equipment.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6148

Budget Adjustment

ORDINANCE NO. 6148

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for vehicle purchases, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$67,000.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jerry Dankbar, Street Maintenance Superintendent FISCAL YEAR: 2020
 PREPARER NAME & TITLE: Valerie DePeel, Budget Analyst COUNCIL DATE (if applicable): 10-23-19
 DEPARTMENT/DIVISION: PW / Street Resurfacing ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6552	62601		62,000	Replace unit #05-871 - crack fill vacuum equipment
4005	6552	62601		5,000	Unit #58 for streets resurfacing
TOTAL				67,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	67,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005				~ 62,000	vehicle #05-871
4005				~ 5,000	FL-252 for unit #58
TOTAL				~ 67,000	

Justification for Budget Adjustment:

1). This is to appropriate \$62,000 to replace unit #05-871 within the street resurfacing program. Sufficient funds are available on this unit which suffered catastrophic engine failure. 2). \$5,000 is requested to increase the budget authority for this new addition included with the FY19-20 budget. Listed as line #58 as a concrete mixer/trailer, bids are coming in higher due to a steel surcharge. There are sufficient funds residing in FL-252 within the Automotive Replacement fund. Both units are part of the street resurfacing cost center (oracle 62350/ifa 21501).

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	<u>9-24-19</u> DATE	 BUDGET MANAGER / DESIGNEE	<u>9/25/19</u> DATE
 CHIEF FINANCIAL OFFICER / DESIGNEE	<u>9/25/19</u> DATE	CITY MANAGER / DESIGNEE _____ DATE _____	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____		DATE _____	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0422

File #: 0500

Title: Legal Research Subscription - Purchase Orders
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend the award of purchase orders to Thomson Reuters for law books, online law library and research databases based on the State of California Department of General Services contract (5-17-70-11) in order to obtain the lowest pricing available.

BACKGROUND

The City Attorney's office has contracted with Thomson Reuters for both on-line legal research databases and law books for the City Attorney's Office Law Library for years and is able to piggyback on the State of California Department of General Services contract (5-17-70-11) to obtain the lowest pricing available. These necessary resources are used by all six attorneys and the paralegal in the performance of their duties. The legal research database, called Westlaw Next, provides multiple modules for specialized legal research (many of which are not offered by any other companies), online Continuing Legal Education (CLE) classes and online and legal research support. Westlaw Next gives the City Attorney's office searchable access to federal and state statutes and regulations, court opinions, attorney general opinions and other necessary legal research materials. These research databases have been used for years by the City Attorney's Office and are the standard in the legal community. By contracting with Thomson Reuters for both online services as well as legal publications, we are able to save over 50% and receive significant savings for required CLE classes, thus saving the City thousands of dollars annually.

FISCAL IMPACT

The total cost for the law book and online libraries is not to exceed \$90,981.00 over a three-year period. Funding is included in the City Attorney's library books budget for FY2019-20. The pricing of our current contract is \$103,810.32 for a three-year period and by piggybacking onto the State of California Department of General Services contract, we're able to save \$12,829.32 over the length of the contract. The remaining two years will be allocated based on approval of the budget each year.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Gretchen Hakala, Paralegal

Robert Schmitt, City Attorney

A handwritten signature in blue ink, appearing to read 'Dominick Casey', is written over a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0406

File #: 0203-01 & 0721

Title: Transit Buses - Purchase Order

Contact: Mike Dour 916-774-5293 mdour@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council authorize the purchase of three (3) new 26-foot Dial-A-Ride buses from Creative Bus Sales using the California Association for Coordinated Transportation (CalACT) contract #15-03.

BACKGROUND

Roseville Transit provides Paratransit and General Public Dial-A-Ride (DAR) transit services using a fleet of eleven buses that are approximately 26 feet long. These buses typically have 3 wheelchair stations and additional passenger seating. The anticipated useful life of a DAR bus is 5-7 years.

Three of Roseville Transit's DAR buses were placed in service in 2011. At 8 years old, these buses have now exceeded their anticipated useful life. When this occurs, we often begin to experience increased maintenance costs.

Staff has identified an opportunity to purchase new DAR buses through a competitively bid cooperative procurement organized by CalACT and the Morongo Basin Transit Authority (MBTA). City fleet maintenance and transit staff visited a nearby transit site to inspect a recent model of this bus. We have determined that the CalACT-MBTA buses meet the City's requirements for DAR buses. We also confirmed that the CalACT-MBTA award meets Federal Transit Administration (FTA) procurement requirements, making it eligible for use of FTA grant funds.

Per the CalACT-MBTA bid and the specifications provided by the City, the new buses have a cost of \$209,257.00 each. The purchase requisition also includes a 2% contingency to accommodate minor changes that may occur as the bus design is finalized with the manufacturer. This brings the total not-to-exceed cost for the three buses to \$640,326.00.

If the City Council approves this purchase order, we expect that the buses would be delivered for testing in early summer 2020 and would enter service soon thereafter. We will then retire the three 2011 buses.

FISCAL IMPACT

Budget authority for this bus purchase is provided in the Transit Fund's Capital Improvement Project #400165. The source of funds is:

- \$267,625.00 through a FTA Section 5307 grant; and
- \$372,701.00 of FY2020 Transportation Development Act (TDA) monies.

The vehicle acquisition will not use any General Fund resources.

ENVIRONMENTAL REVIEW

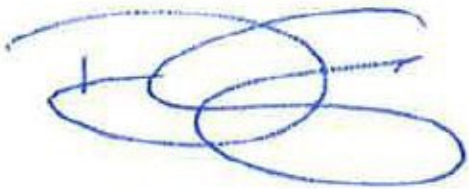
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of three new 26-foot buses meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Micke Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0410

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village 13-A1 Final Map and Subdivision Agreement

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

Meeting Date: 11/6/2019

Item #: 7.5.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

- 1.) Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, but reject at this time on behalf of the public Lot A, and approve the abandonment of the rights of way and easements listed thereon; and
- 2.) Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 45 residential lots and 1 open space lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 13-A1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 13-A1 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 13-A1 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-469

Subdivision Agreement

Final Map

RESOLUTION NO. 19-469

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Taylor Morrison of California, LLC, for the Fiddymont Ranch Phase 2, Village 13-A1 Subdivision, 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 approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2, Village 13-A1 **SUBDIVISION**

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
TaylorMorrison of California, LLC,
a California Limited Liability Company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2, Village 13-A1 Subdivision" (Subdivision
no. PL14-0397; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 14th day of September, 2014, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated April 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,099,440.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER '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.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

\$1,000,000 combined single limit

a. Form. SUBDIVIDER 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. SUBDIVIDER 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, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER 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. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Jay Pawlek, Vice President
Taylor Morrison
81 Blue Ravine Road, Suite 220
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

22. 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.

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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Taylor Morrison of California, LLC
a Limited Liability Corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: JAY PAWLEK
VICE PRESIDENT

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY:  _____
its: Michael Hammons
Vice President

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

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 California)SS
COUNTY OF Sacramento)

On 9-30-2019, before me, L. Hall, Notary Public, personally appeared Jay Pawlek and Michael Hammons, 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

L. Hall



My Commission Expires: August 5, 2022

This area for official notarial seal

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2249285

County of Principal Place of Business: Sacramento

OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13–A1" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE–HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE LOOP, AND WAYS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), THE STREETS SHOWN HERE AS ADELAIDE LOOP, VASSAR WAY, PEABODY WAY, AND SYRACUSE WAY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

OWNER’S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____ AND
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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

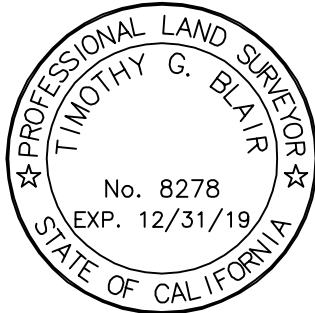
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR _____ DATE _____
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13–A1
SUBDIVISION NO. PL14–0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

SHEET 1 OF 4 SHEETS

REFERENCES: (FIDDYMENT RANCH PHASE 2)

- (1) BB MAPS 24, LARGE LOTS
- (2) DD MAPS 9, F9 & F19
- (3) DD MAPS 88, LARGE LOTS
- (4) DD MAPS 73, F13B1
- (5) DD MAPS 71, F19B1

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.

BOUNDARY MAP

- NO INGRESS/EGRESS RIGHTS LINE
- SHEET COVERAGE
- SHEET NUMBER

NOTES:

- ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
- A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLMAN & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660A.
- PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
- TOTAL AREA OF THIS SUBDIVISION IS 9.23±ACRES, CONSISTING OF 45 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

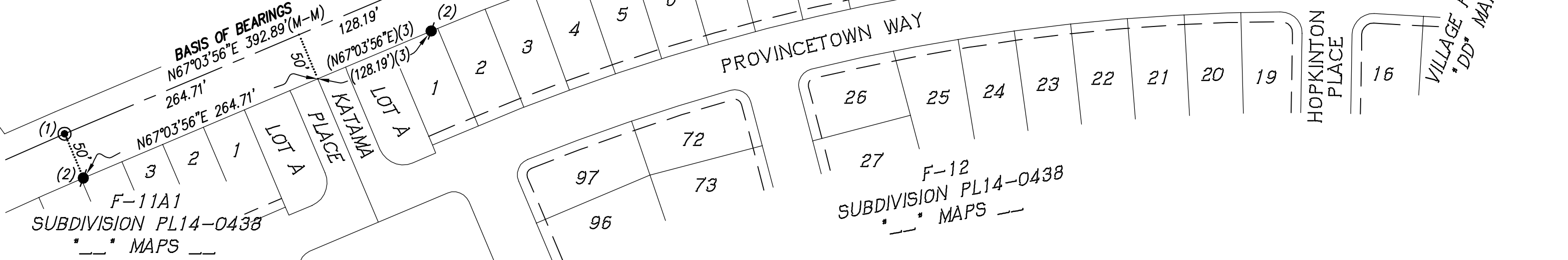
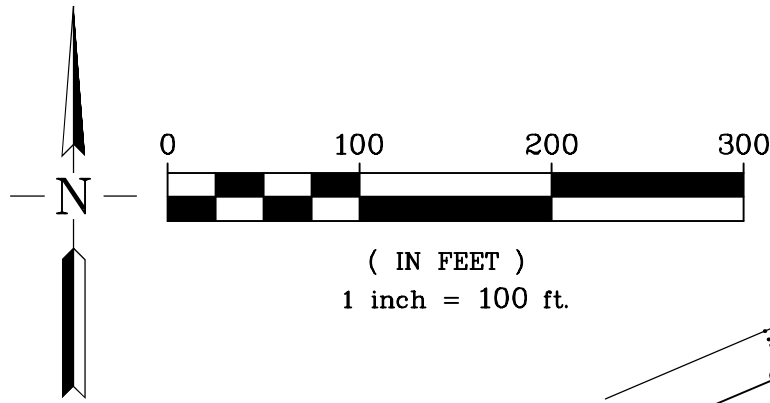
LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SQ.FT. SQUARE FEET

Line Table		
Line	Bearing	Distance
L1	N80°28'42"E	111.06'
L2	N77°22'14"E	59.42'
L3	N78°21'49"E	57.68'
L4	N79°29'37"E	57.68'
L5	N80°37'26"E	57.68'
L6	N81°45'15"E	57.68'
L7	N82°53'03"E	57.68'
L8	N84°00'52"E	57.68'
L9	N85°08'40"E	57.68'
L10	N86°16'29"E	57.68'
L11	N87°24'18"E	57.68'

Line Table		
Line	Bearing	Distance
L12	N88°32'51"E	58.93'
L13	N89°57'29"E	67.71'
L14	N00°57'40"E	0.98'
L15	N89°02'20"W	52.00'
L16	N00°57'40"E	87.03'
L17	N01°49'47"E	47.00'
L18	N01°53'55"W	168.03'
L19	N00°21'06"W	47.00'
L20	N00°21'06"W	21.00'
L21	N00°21'06"W	26.00'
L22	N00°57'40"E	105.05'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	89°07'52"	26.45'	N43°36'17"W	23.86'
C2	2772.00'	02°44'51"	132.93'	N89°32'38"W	132.92'
C3	26.00'	90°58'51"	41.29'	N43°35'30"E	37.08'
C4	26.00'	88°57'19"	40.37'	N46°22'34"W	36.43'
C5	2552.00'	00°30'08"	22.37'	N89°23'50"E	22.37'
C6	2531.00'	01°18'46"	57.99'	N89°41'43"W	57.99'
C7	2505.00'	00°20'03"	14.62'	N89°28'52"E	14.62'
C8	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C9	2300.00'	00°53'49"	36.00'	N89°29'15"W	36.00'
C10	2375.00'	04°33'29"	188.94'	N69°20'40"E	188.89'

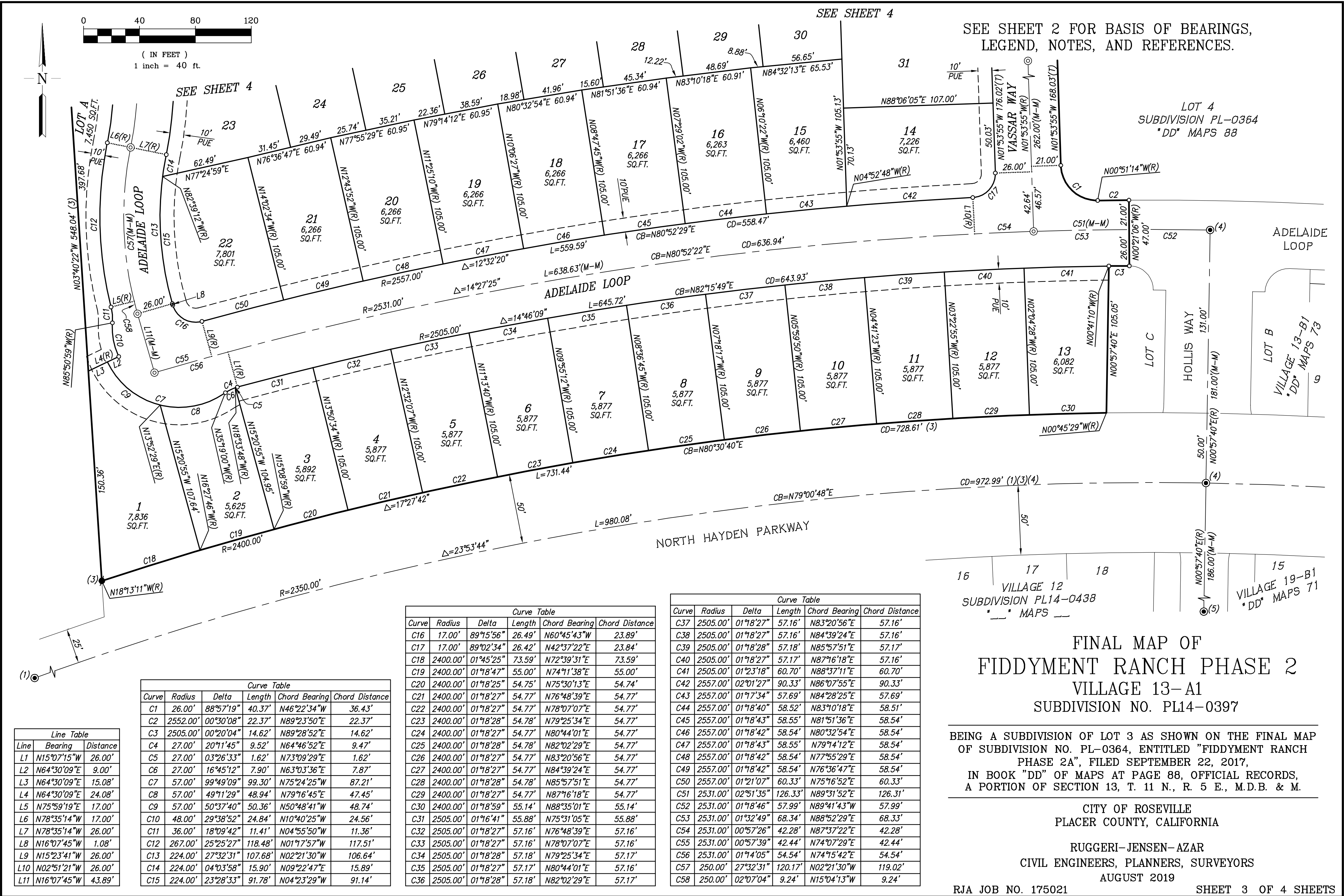


FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A1
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019



Line Table		
Line	Bearing	Distance
L1	N15°07'15"W	26.00'
L2	N64°30'09"E	9.00'
L3	N64°30'09"E	15.08'
L4	N64°30'09"E	24.08'
L5	N75°59'19"E	17.00'
L6	N78°35'14"W	17.00'
L7	N78°35'14"W	26.00'
L8	N16°07'45"W	1.08'
L9	N15°23'41"W	26.00'
L10	N02°51'21"W	26.00'
L11	N16°07'45"W	43.89'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	26.00'	88°57'19"	40.37'	N46°22'34"W	36.43'
C2	2552.00'	00°30'08"	22.37'	N89°23'50"E	22.37'
C3	2505.00'	00°20'04"	14.62'	N89°28'52"E	14.62'
C4	27.00'	20°11'45"	9.52'	N64°46'52"E	9.47'
C5	27.00'	03°26'33"	1.62'	N73°09'29"E	1.62'
C6	27.00'	16°45'12"	7.90'	N63°03'36"E	7.87'
C7	57.00'	99°49'09"	99.30'	N75°24'25"W	87.21'
C8	57.00'	49°11'29"	48.94'	N79°16'45"E	47.45'
C9	57.00'	50°37'40"	50.36'	N50°48'41"W	48.74'
C10	48.00'	29°38'52"	24.84'	N10°40'25"W	24.56'
C11	36.00'	18°09'42"	11.41'	N04°55'50"W	11.36'
C12	267.00'	25°25'27"	118.48'	N01°17'57"W	117.51'
C13	224.00'	27°32'31"	107.68'	N02°21'30"W	106.64'
C14	224.00'	04°03'58"	15.90'	N09°22'47"E	15.89'
C15	224.00'	23°28'33"	91.78'	N04°23'29"W	91.14'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C16	17.00'	89°15'56"	26.49'	N60°45'43"W	23.89'
C17	17.00'	89°02'34"	26.42'	N42°37'22"E	23.84'
C18	2400.00'	01°45'25"	73.59'	N72°39'31"E	73.59'
C19	2400.00'	01°18'47"	55.00'	N74°11'38"E	55.00'
C20	2400.00'	01°18'25"	54.75'	N75°30'13"E	54.74'
C21	2400.00'	01°18'27"	54.77'	N76°48'39"E	54.77'
C22	2400.00'	01°18'27"	54.77'	N78°07'07"E	54.77'
C23	2400.00'	01°18'28"	54.78'	N79°25'34"E	54.77'
C24	2400.00'	01°18'27"	54.77'	N80°44'01"E	54.77'
C25	2400.00'	01°18'28"	54.78'	N82°02'29"E	54.77'
C26	2400.00'	01°18'27"	54.77'	N83°20'56"E	54.77'
C27	2400.00'	01°18'27"	54.77'	N84°39'24"E	54.77'
C28	2400.00'	01°18'28"	54.78'	N85°57'51"E	54.77'
C29	2400.00'	01°18'27"	54.77'	N87°16'18"E	54.77'
C30	2400.00'	01°18'59"	55.14'	N88°35'01"E	55.14'
C31	2505.00'	01°16'41"	55.88'	N75°31'05"E	55.88'
C32	2505.00'	01°18'27"	57.16'	N76°48'39"E	57.16'
C33	2505.00'	01°18'27"	57.16'	N78°07'07"E	57.16'
C34	2505.00'	01°18'28"	57.18'	N79°25'34"E	57.17'
C35	2505.00'	01°18'27"	57.17'	N80°44'01"E	57.16'
C36	2505.00'	01°18'28"	57.18'	N82°02'29"E	57.17'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C37	2505.00'	01°18'27"	57.16'	N83°20'56"E	57.16'
C38	2505.00'	01°18'27"	57.16'	N84°39'24"E	57.16'
C39	2505.00'	01°18'28"	57.18'	N85°57'51"E	57.17'
C40	2505.00'	01°18'27"	57.17'	N87°16'18"E	57.16'
C41	2505.00'	01°23'18"	60.70'	N88°37'11"E	60.70'
C42	2557.00'	02°01'27"	90.33'	N86°07'55"E	90.33'
C43	2557.00'	01°17'34"	57.69'	N84°28'25"E	57.69'
C44	2557.00'	01°18'40"	58.52'	N83°10'18"E	58.51'
C45	2557.00'	01°18'43"	58.55'	N81°51'36"E	58.54'
C46	2557.00'	01°18'42"	58.54'	N80°32'54"E	58.54'
C47	2557.00'	01°18'43"	58.55'	N79°14'12"E	58.54'
C48	2557.00'	01°18'42"	58.54'	N77°55'29"E	58.54'
C49	2557.00'	01°18'42"	58.54'	N76°36'47"E	58.54'
C50	2557.00'	01°21'07"	60.33'	N75°16'52"E	60.33'
C51	2531.00'	02°51'35"	126.33'	N89°31'52"E	126.31'
C52	2531.00'	01°18'46"	57.99'	N89°41'43"W	57.99'
C53	2531.00'	01°32'49"	68.34'	N88°52'29"E	68.33'
C54	2531.00'	00°57'26"	42.28'	N87°37'22"E	42.28'
C55	2531.00'	00°57'39"	42.44'	N74°07'29"E	42.44'
C56	2531.00'	01°14'05"	54.54'	N74°15'42"E	54.54'
C57	250.00'	27°32'31"	120.17'	N02°21'30"W	119.02'
C58	250.00'	02°07'04"	9.24'	N15°04'13"W	9.24'

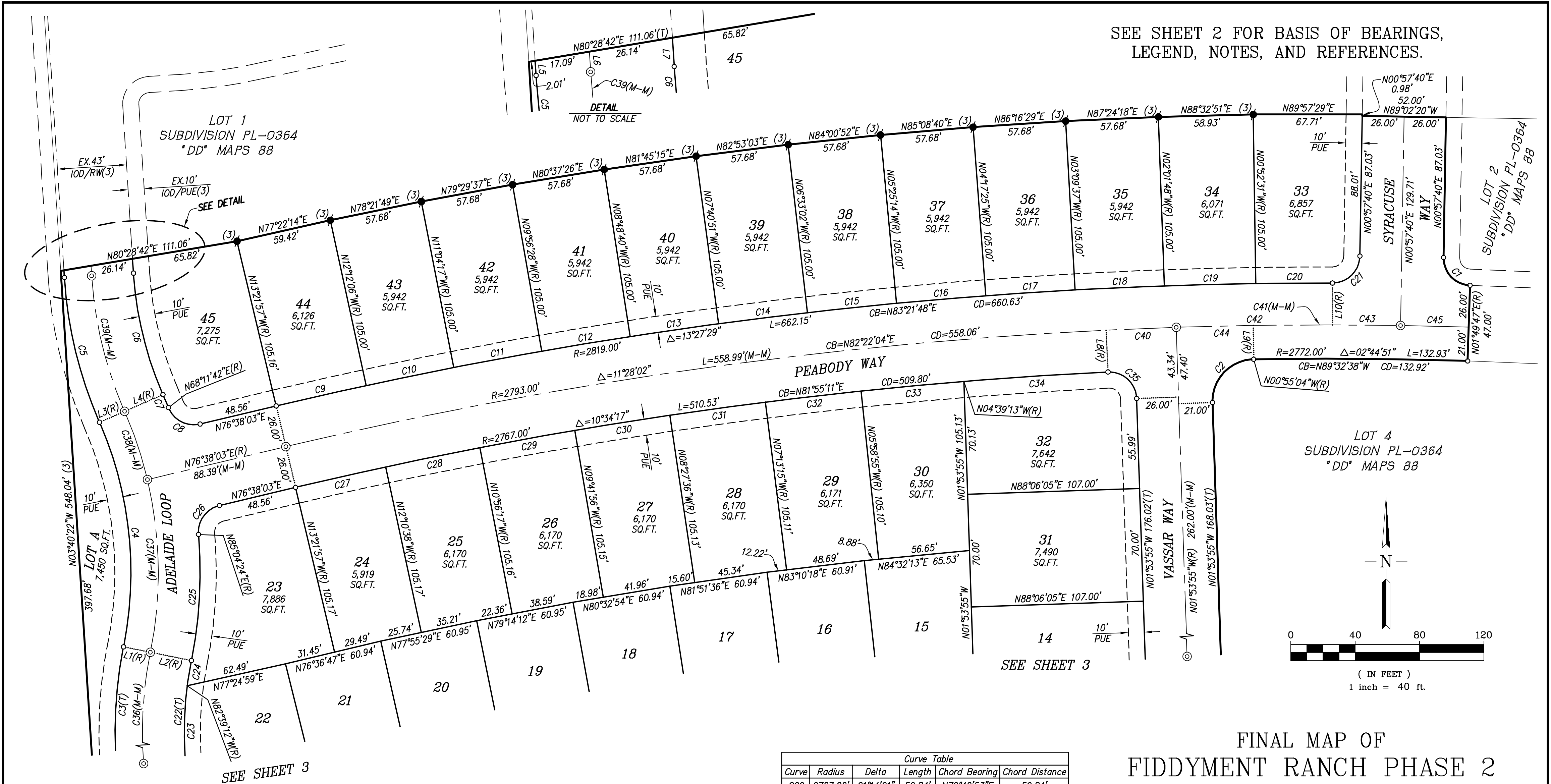
FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE 13-A1
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017,
IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS,
A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES, AND REFERENCES.



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C2	26.00'	90°58'51"	41.29'	N43°35'30"E	37.08'
C3	267.00'	25°25'27"	118.48'	N01°17'57"W	117.51'
C4	233.00'	35°02'11"	142.48'	N06°06'20"W	140.27'
C5	267.00'	19°57'03"	92.97'	N13°38'53"W	92.50'
C6	224.00'	19°57'03"	78.00'	N13°38'53"W	77.61'
C7	276.00'	01°49'07"	8.76'	N22°42'51"W	8.76'
C8	17.00'	81°33'39"	24.20'	N62°35'07"W	22.21'
C9	2819.00'	01°09'51"	57.28'	N77°12'59"E	57.28'
C10	2819.00'	01°07'49"	55.61'	N78°21'49"E	55.60'
C11	2819.00'	01°07'49"	55.61'	N79°29'37"E	55.60'
C12	2819.00'	01°07'48"	55.60'	N80°37'26"E	55.60'
C13	2819.00'	01°07'49"	55.61'	N81°45'15"E	55.60'
C14	2819.00'	01°07'49"	55.61'	N82°53'03"E	55.60'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C15	2819.00'	01°07'48"	55.60'	N84°00'52"E	55.60'
C16	2819.00'	01°07'49"	55.61'	N85°08'40"E	55.60'
C17	2819.00'	01°07'48"	55.60'	N86°16'29"E	55.60'
C18	2819.00'	01°07'49"	55.61'	N87°24'18"E	55.60'
C19	2819.00'	01°09'17"	56.81'	N88°32'51"E	56.81'
C20	2819.00'	00°58'03"	47.60'	N89°36'31"E	47.60'
C21	17.00'	89°07'52"	26.45'	N45°31'36"E	23.86'
C22	224.00'	27°32'31"	107.68'	N02°21'30"W	106.64'
C23	224.00'	23°28'33"	91.78'	N04°23'29"W	91.14'
C24	224.00'	04°03'58"	15.90'	N09°22'47"E	15.89'
C25	276.00'	16°20'22"	78.71'	N03°14'35"E	78.44'
C26	17.00'	81°33'39"	24.20'	N35°51'13"E	22.21'
C27	2767.00'	01°11'19"	57.41'	N77°13'43"E	57.40'
C28	2767.00'	01°14'21"	59.84'	N78°26'33"E	59.84'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C29	2767.00'	01°14'21"	59.84'	N79°40'53"E	59.84'
C30	2767.00'	01°14'20"	59.83'	N80°55'14"E	59.83'
C31	2767.00'	01°14'21"	59.84'	N82°09'35"E	59.84'
C32	2767.00'	01°14'20"	59.83'	N83°23'55"E	59.83'
C33	2767.00'	01°19'42"	64.15'	N84°40'56"E	64.14'
C34	2767.00'	01°51'33"	89.79'	N86°16'33"E	89.78'
C35	17.00'	90°53'45"	26.97'	N47°20'47"W	24.23'
C36	250.00'	27°32'31"	120.17'	N02°21'30"W	119.02'
C37	250.00'	24°46'43"	108.12'	N00°58'36"W	107.28'
C38	250.00'	10°15'28"	44.76'	N18°29'41"W	44.70'
C39	250.00'	19°57'03"	87.05'	N13°38'53"W	86.61'
C40	2793.00'	00°53'45"	43.67'	N87°39'13"E	43.67'
C41	2793.00'	02°51'35"	139.40'	N89°31'52"E	139.38'
C42	2793.00'	01°59'27"	97.05'	N89°05'49"E	97.04'
C43	2793.00'	00°52'08"	42.36'	N89°28'24"W	42.35'
C44	2793.00'	00°58'51"	47.81'	N88°35'30"E	47.81'
C45	2793.00'	00°52'07"	42.34'	N88°36'17"W	42.34'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A1
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017,
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CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019



COUNCIL COMMUNICATION

CC #: 0409

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village 13-A2 Final Map and Subdivision Agreement

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

Meeting Date: 11/6/2019

Item #: 7.6.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

- 1.) Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, but reject at this time on behalf of the public Lot A, and approve the abandonment of the rights of way and easements listed thereon; and
- 2.) Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 48 residential lots and 1 open space lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

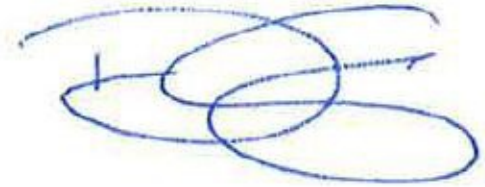
Approval of the Fiddymment Ranch Phase 2 Village 13-A2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 13-A2 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 13-A2 final map is consistent with the project evaluated in the West Roseville Specific Plan EIR, no new effects would be

expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-468

Subdivision Agreement

Final Map

RESOLUTION NO. 19-468

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Taylor Morrison of California, LLC, for the Fiddymont Ranch Phase 2, Village 13-A2 Subdivision, 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 approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2, Village 13-A2 **SUBDIVISION**

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
TaylorMorrison of California, LLC,
a California Limited Liability Company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2, Village 13-A2 Subdivision" (Subdivision
no. PL14-0397; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 14th day of September, 20¹⁴, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated April 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,257,160.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER '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.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

\$1,000,000 combined single limit

a. Form. SUBDIVIDER 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. SUBDIVIDER 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, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER 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. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Jay Pawlek, Vice President

Taylor Morrison

81 Blue Ravine Road, Suite 220

Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

22. 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.

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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Taylor Morrison of California, LLC

a Limited Liability Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
Jay Pawlek
its: VICE PRESIDENT

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY: 
its: Michael Hammons
Vice President

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 
MARC STOUT
City Engineer

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 California)SS
COUNTY OF Sacramento)

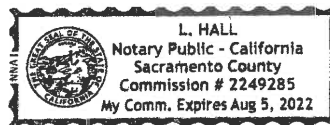
On 9-30-2019, before me, L. Hall, Notary Public, personally appeared Jay Pawlek and Michael Hammons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

L. Hall



My Commission Expires: August 5, 2022

This area for official notarial seal

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2249285

County of Principal Place of Business: Sacramento

OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13–A2" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE–HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVES, LOOP, COURT, AND WAY SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), THE STREETS SHOWN HERE AS ADELAIDE LOOP, ADELAIDE DRIVE, SYRACUSE WAY, FENCE POST WAY, AND TREMONT COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

OWNER’S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____ AND
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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR _____ DATE _____
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–A2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13– A2
SUBDIVISION NO. PL14–0397

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

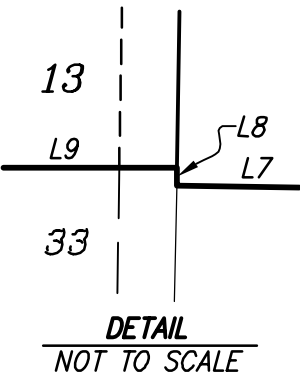
SHEET 1 OF 4 SHEETS

REFERENCES: (FIDDYMENT RANCH PHASE 2)

- (1) BB MAPS 24, LARGE LOTS
- (2) DD MAPS 9, F9 & F19
- (3) DD MAPS 88, LARGE LOTS
- (4) DD MAPS 73, F13B1
- (5) DD MAPS 71, F19B1
- (6) __ MAPS __, F13A1

BASIS OF BEARINGS

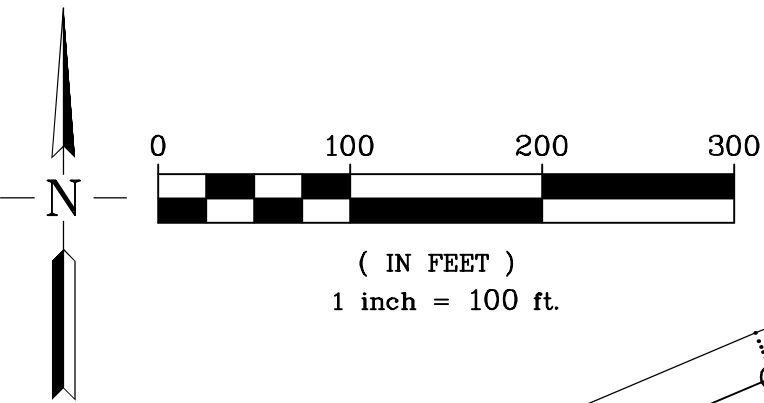
THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.



Line Table		
Line	Bearing	Distance
L1	N05°03'37"W	67.60'
L2	N00°29'29"W	143.48'
L3	N00°57'40"E	132.53'
L4	N03°20'57"E	62.87'
L5	N03°48'54"E	156.92'
L6	N86°50'18"W	58.73'
L7	N89°02'20"W	112.90'
L8	N00°57'40"E	0.98'
L9	N89°57'29"E	67.71'
L10	N88°32'51"E	58.93'
L11	N87°24'18"E	57.68'

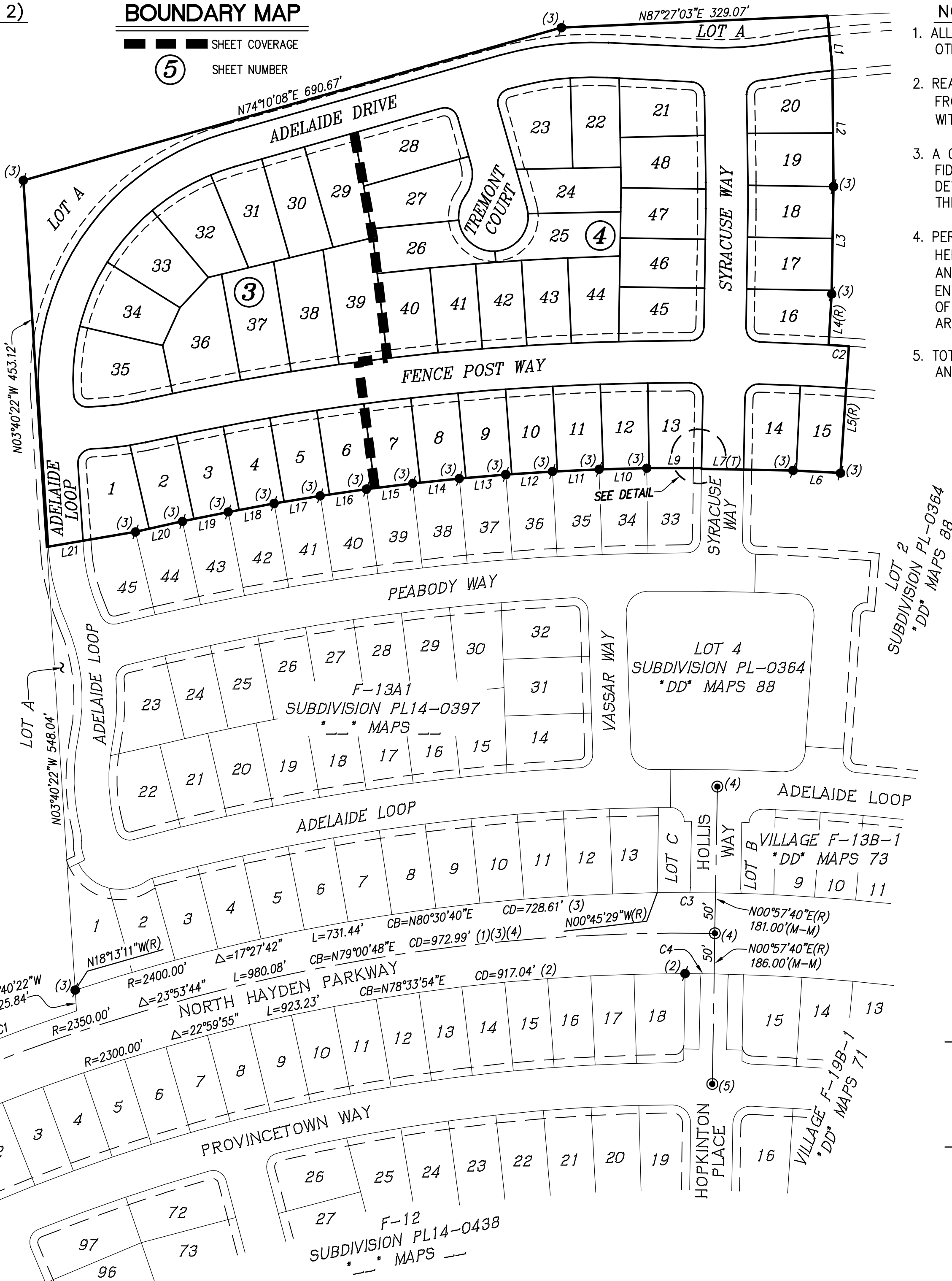
Line Table		
Line	Bearing	Distance
L12	N86°16'29"E	57.68'
L13	N85°08'40"E	57.68'
L14	N84°00'52"E	57.68'
L15	N82°53'03"E	57.68'
L16	N81°45'15"E	57.68'
L17	N80°37'26"E	57.68'
L18	N79°29'37"E	57.68'
L19	N78°21'49"E	57.68'
L20	N77°22'14"E	59.42'
L21	N80°28'42"E	111.06'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2375.00'	04°33'29"	188.94'	N69°20'40"E	188.89'
C2	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C3	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C4	2300.00'	00°53'49"	36.00'	N89°29'15"W	36.00'



BOUNDARY MAP

5 SHEET COVERAGE
5 SHEET NUMBER



NOTES:

- ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
- A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLMAN & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
- PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
- TOTAL AREA OF THIS SUBDIVISION IS 11.68±ACRES, CONSISTING OF 48 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SQ.FT. SQUARE FEET

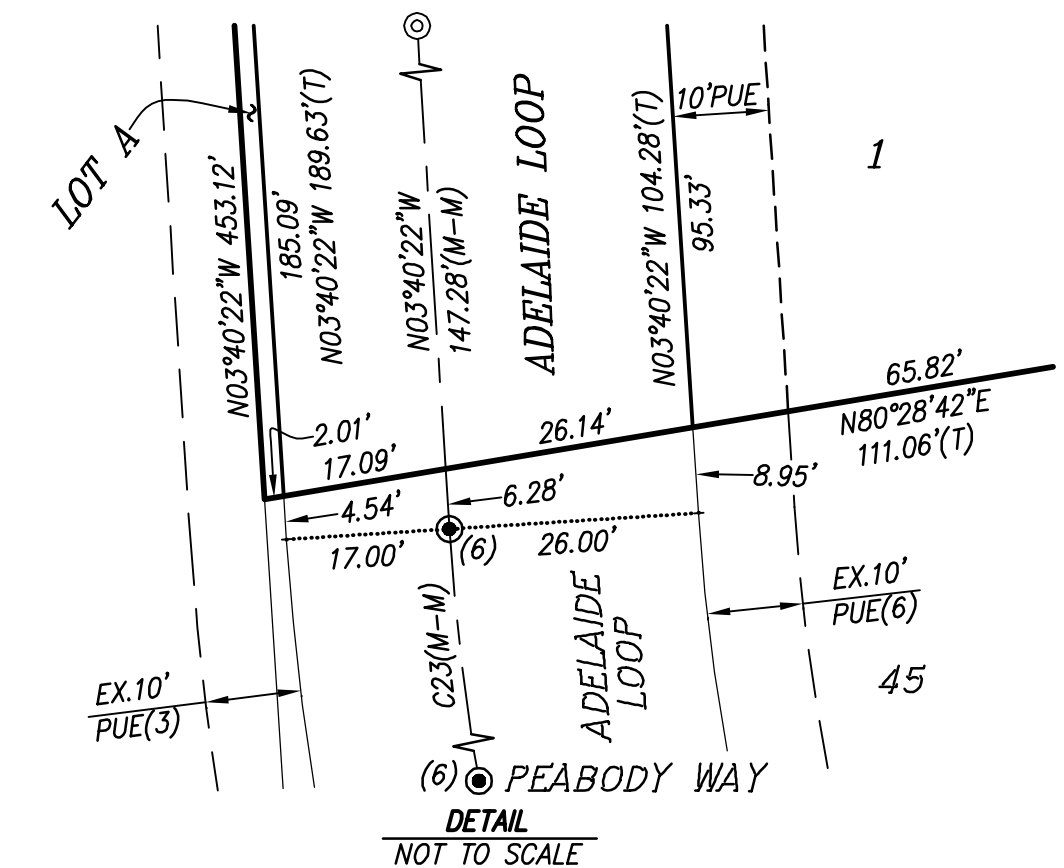
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A2
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES, AND REFERENCES.



Line Table		
Line	Bearing	Distance
L1	N86°19'38"E	19.72
L2	N12°39'44"W	26.00

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°00'00"	26.70'	N41°19'38"E	24.04'
C2	306.00'	08°59'22"	48.01'	N81°49'57"E	47.96'
C3	306.00'	05°24'33"	28.89'	N83°37'21"E	28.88'
C4	306.00'	03°34'49"	19.12'	N79°07'40"E	19.12'
C5	3029.00'	00°44'53"	39.55'	N77°42'42"E	39.54'
C6	3029.00'	01°06'33"	58.64'	N78°38'25"E	58.64'
C7	3029.00'	01°06'34"	58.65'	N79°44'59"E	58.64'
C8	3029.00'	01°06'33"	58.64'	N80°51'33"E	58.64'
C9	3029.00'	01°06'34"	58.65'	N81°58'06"E	58.64'
C10	3081.00'	01°07'11"	60.21'	N82°38'11"E	60.21'
C11	3081.00'	01°06'36"	59.69'	N81°31'17"E	59.69'
C12	3081.00'	01°10'27"	63.14'	N80°22'45"E	63.13'
C13	3081.00'	01°35'37"	85.69'	N78°59'43"E	85.69'
C14	3081.00'	00°51'39"	46.29'	N77°46'05"E	46.28'
C15	254.00'	08°59'22"	39.85'	N81°49'57"E	39.81'
C16	17.00'	90°08'39"	26.75'	N48°36'02"W	24.07'
C17	274.00'	17°37'08"	84.26'	N05°16'51"E	83.93'
C18	274.00'	18°06'08"	86.57'	N23°08'29"E	86.21'
C19	274.00'	17°45'18"	84.91'	N41°04'12"E	84.57'
C20	274.00'	17°42'10"	84.66'	N58°47'56"E	84.32'
C21	274.00'	06°31'07"	31.17'	N70°54'35"E	31.16'
C22	280.00'	08°59'22"	43.93'	N81°49'57"E	43.89'
C23	250.00'	19°57'03"	87.05'	N13°38'53"W	86.61'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A2
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

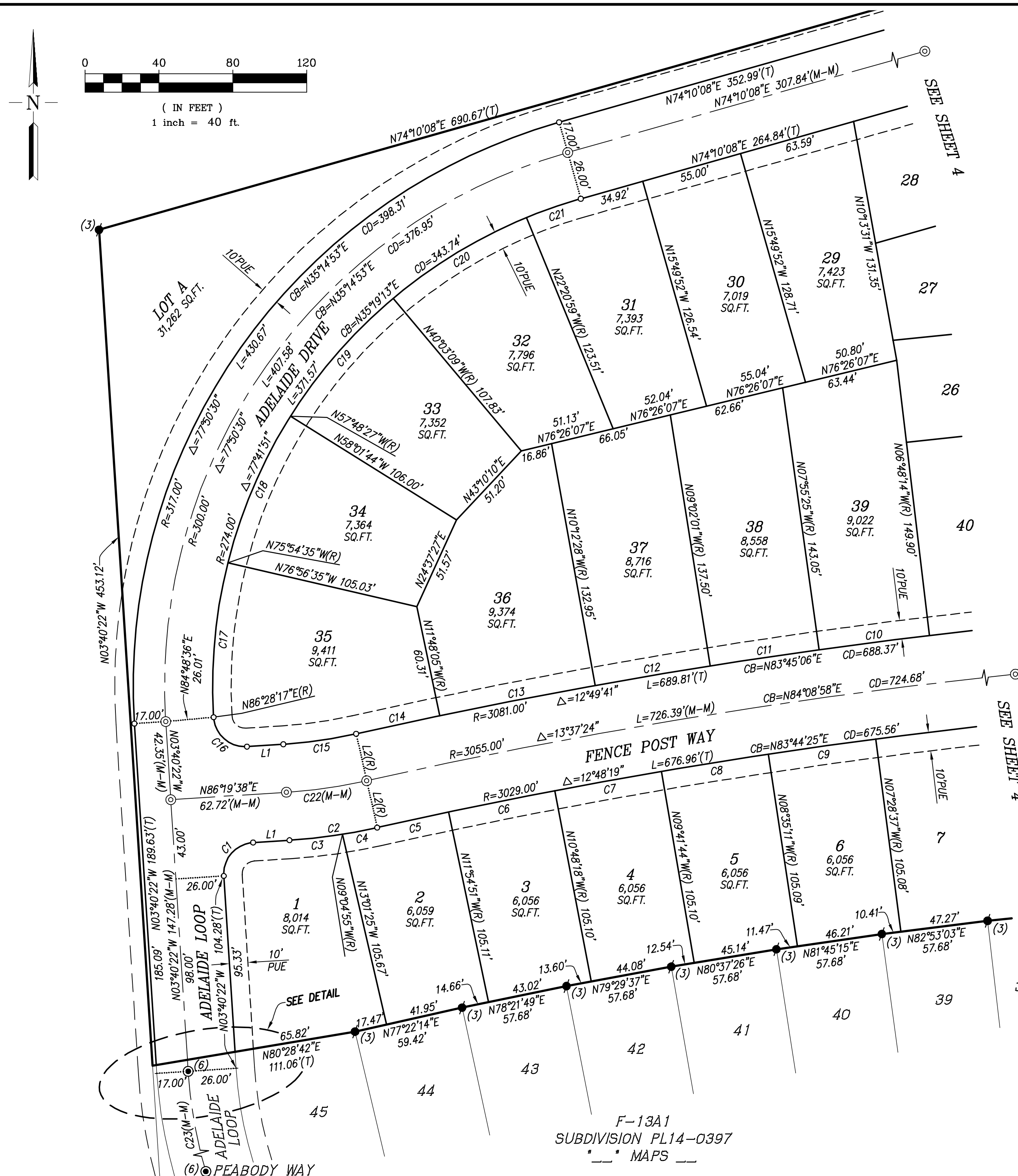
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

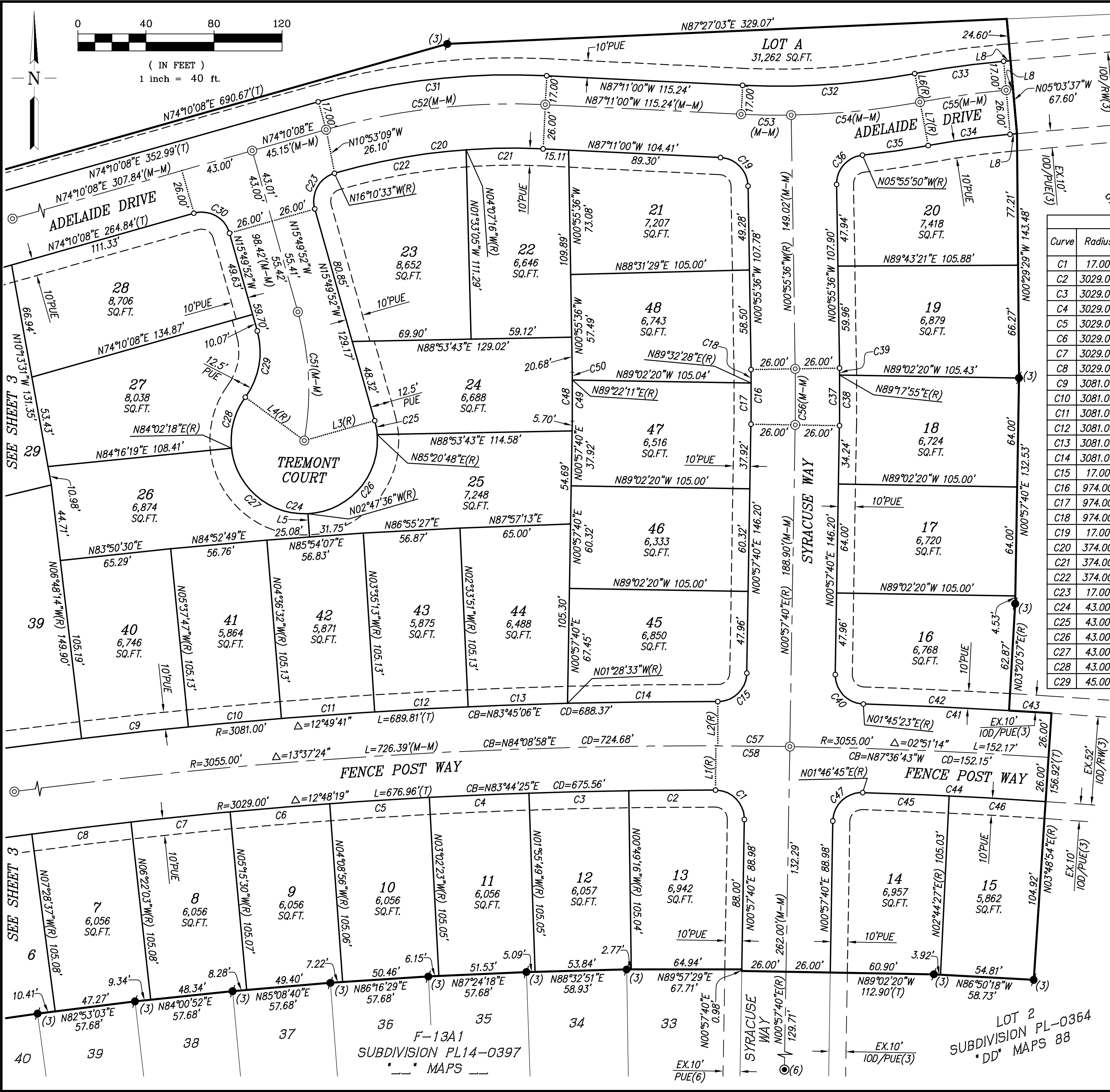
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS

AUGUST 2019

RJA JOB NO. 175021

SHEET 3 OF 4 SHEETS





SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES, AND REFERENCES.

Line Table		
Line	Bearing	Distance
L1	N00°08'35"E	26.00'
L2	N00°09'57"E	26.00'
L3	N74°10'08"E	43.00'
L4	N53°41'02"W	43.00'

Line Table		
Line	Bearing	Distance
L5	N04°05'53"W	13.71'
L6	N10°37'38"W	17.00'
L7	N10°37'38"W	26.00'
L8	N84°56'23"E	4.06'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°49'05"	26.95'	N44°26'53"W	24.21'
C2	3029.00'	00°57'51"	50.97'	N89°39'40"E	50.96'
C3	3029.00'	01°06'33"	58.64'	N88°37'28"E	58.64'
C4	3029.00'	01°06'34"	58.65'	N87°30'54"E	58.64'
C5	3029.00'	01°06'33"	58.64'	N86°24'20"E	58.64'
C6	3029.00'	01°06'34"	58.64'	N85°17'47"E	58.64'
C7	3029.00'	01°06'33"	58.64'	N84°11'13"E	58.64'
C8	3029.00'	01°06'34"	58.65'	N83°04'40"E	58.64'
C9	3081.00'	01°10'27"	63.14'	N83°47'00"E	63.14'
C10	3081.00'	01°01'15"	54.89'	N84°52'50"E	54.89'
C11	3081.00'	01°01'19"	54.95'	N85°54'07"E	54.95'
C12	3081.00'	01°01'22"	55.00'	N86°55'28"E	54.99'
C13	3081.00'	01°05'18"	58.53'	N87°58'48"E	58.52'
C14	3081.00'	01°38'30"	88.28'	N89°20'42"E	88.27'
C15	17.00'	89°12'17"	26.47'	N45°33'48"E	23.87'
C16	974.00'	01°53'16"	32.09'	N00°01'02"E	32.09'
C17	974.00'	01°25'12"	24.14'	N00°15'04"E	24.14'
C18	974.00'	00°28'04"	7.95'	N00°41'34"W	7.95'
C19	17.00'	86°15'24"	25.59'	N44°03'18"W	23.24'
C20	374.00'	18°59'33"	123.97'	N83°19'14"E	123.41'
C21	374.00'	06°56'16"	45.29'	N89°20'52"E	45.26'
C22	374.00'	12°03'17"	78.68'	N79°51'06"E	78.54'
C23	17.00'	89°39'19"	26.60'	N28°59'48"E	23.97'
C24	43.00'	232°08'50"	174.22'	N79°45'27"W	77.25'
C25	43.00'	11°10'40"	8.39'	N10°14'32"W	8.38'
C26	43.00'	91°51'36"	68.93'	N41°16'36"E	61.79'
C27	43.00'	86°49'54"	65.17'	N49°22'39"W	59.11'
C28	43.00'	42°16'40"	31.73'	N15°10'38"E	31.01'
C29	45.00'	52°08'50"	40.96'	N10°14'33"E	39.56'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C30	17.00'	90°00'00"	26.70'	N60°49'52"W	24.04'
C31	417.00'	18°38'52"	135.72'	N83°29'34"E	135.12'
C32	433.00'	13°26'38"	101.60'	N86°05'41"E	101.37'
C33	543.00'	05°34'01"	52.76'	N82°09'23"E	52.74'
C34	500.00'	05°34'01"	48.58'	N82°09'23"E	48.56'
C35	476.00'	04°41'48"	39.02'	N81°43'16"E	39.01'
C36	17.00'	84°59'46"	25.22'	N41°34'17"E	22.97'
C37	1026.00'	01°53'16"	33.80'	N00°01'02"E	33.80'
C38	1026.00'	01°39'45"	29.77'	N00°07'47"E	29.77'
C39	1026.00'	00°13'31"	4.03'	N00°48'50"W	4.03'
C40	17.00'	89°12'17"	26.47'	N43°38'29"W	23.87'
C41	3081.00'	02°03'31"	110.70'	N87°12'52"W	110.69'
C42	3081.00'	01°35'34"	85.65'	N87°26'50"W	85.65'
C43	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C44	3029.00'	02°02'09"	107.63'	N87°12'11"W	107.62'
C45	3029.00'	00°57'42"	50.84'	N87°44'24"W	50.84'
C46	3029.00'	01°04'27"	56.79'	N86°43'20"W	56.78'
C47	17.00'	90°49'05"	26.95'	N46°22'12"E	24.21'
C48	869.00'	01°53'16"	28.63'	N00°01'02"E	28.63'
C49	869.00'	01°35'29"	24.14'	N00°09'55"E	24.14'
C50	869.00'	00°17'47"	4.50'	N00°46'43"W	4.49'
C51	168.50'	25°57'32"	76.34'	N02°51'06"W	75.69'
C52	400.00'	18°38'52"	130.19'	N83°29'34"E	129.61'
C53	450.00'	03°44'36"	29.40'	N89°03'18"W	29.40'
C54	450.00'	09°42'02"	76.19'	N84°13'23"E	76.10'
C55	526.00'	05°34'01"	51.11'	N82°09'23"E	51.09'
C56	1000.00'	01°53'16"	32.95'	N00°01'02"E	32.95'
C57	3055.00'	00°47'43"	42.40'	N89°26'12"W	42.40'
C58	3055.00'	00°49'05"	43.62'	N89°26'53"W	43.61'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A2
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019



COUNCIL COMMUNICATION

CC #: 0411

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village 13-B3 Final Map and Subdivision Agreement

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

Meeting Date: 11/6/2019

Item #: 7.7.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

- 1.) Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, but reject at this time on behalf of the public Lot A, and approve the abandonment of the rights of way and easements listed thereon; and
- 2.) Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 45 residential lots and 1 open space lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 13-B3 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 13-B3 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 13-B3 final map is consistent with the project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-470

Subdivision Agreement

Final Map

RESOLUTION NO. 19-470

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Taylor Morrison of California, LLC, for the Fiddymont Ranch Phase 2, Village 13-B3 Subdivision, 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 approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2, Village 13-B3 **SUBDIVISION**

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
TaylorMorrison of California, LLC,
a California Limited Liability Company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2, Village 13-B3 Subdivision" (Subdivision
no. PL14-0397; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 14th day of September, 2014, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated April 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 730,600.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER '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.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

\$1,000,000 combined single limit

a. Form. SUBDIVIDER 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. SUBDIVIDER 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, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER 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. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Jay Pawlek, Vice President

Taylor Morrison

81 Blue Ravine Road, Suite 220

Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

22. 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.

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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Taylor Morrison of California, LLC

a Limited Liability Corporation

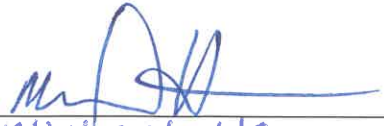
BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Jay Pawlek
VICE PRESIDENT

ATTEST:

and

BY:


Michael Hammons
Vice President

its:

BY:

SONIA OROZCO
City Clerk

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:


MARC STOUT
City Engineer

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 California)SS
COUNTY OF Sacramento)

On 9-30-2019, before me, L. Hall, Notary Public, personally appeared Jay Pawlek and Michael Hammons, 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

L. Hall



My Commission Expires: August 5, 2022

This area for official notarial seal

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2249285

County of Principal Place of Business: Sacramento

OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13–B3" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS LOT A AND THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE–HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVES, COURT, AND WAYS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HERE AS ADELAIDE DRIVE, FENCE POST WAY, PEABODY WAY, RUMFORD WAY, AND ENDICOTT COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

OWNER’S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____ AND
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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–B3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

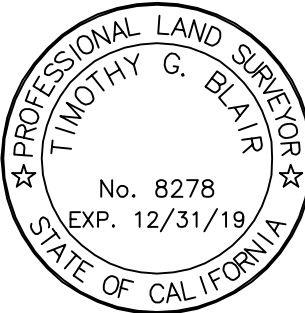
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–B3 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–B3 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR _____ DATE _____
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13–B3 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13–B3
SUBDIVISION NO. PL14–0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

SHEET 1 OF 5 SHEETS

REFERENCES: (FIDDYMENT RANCH PHASE 2)

- (1) BB MAPS 24, LARGE LOTS
- (2) DD MAPS 9, F9 & F19
- (3) DD MAPS 88, LARGE LOTS
- (4) DD MAPS 73, F13B1
- (5) DD MAPS 71, F19B1
- (6) ___ MAPS ___, F13A1
- (7) ___ MAPS ___, F13A2

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN HOLLIS WAY TAKEN AS N00°57'40"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL14-0397, "FIDDYMENT RANCH PHASE 2, VILLAGE F-13B1", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "DD" OF MAPS AT PAGE 73, IS THE BASIS OF BEARINGS FOR THIS MAP.

BOUNDARY MAP

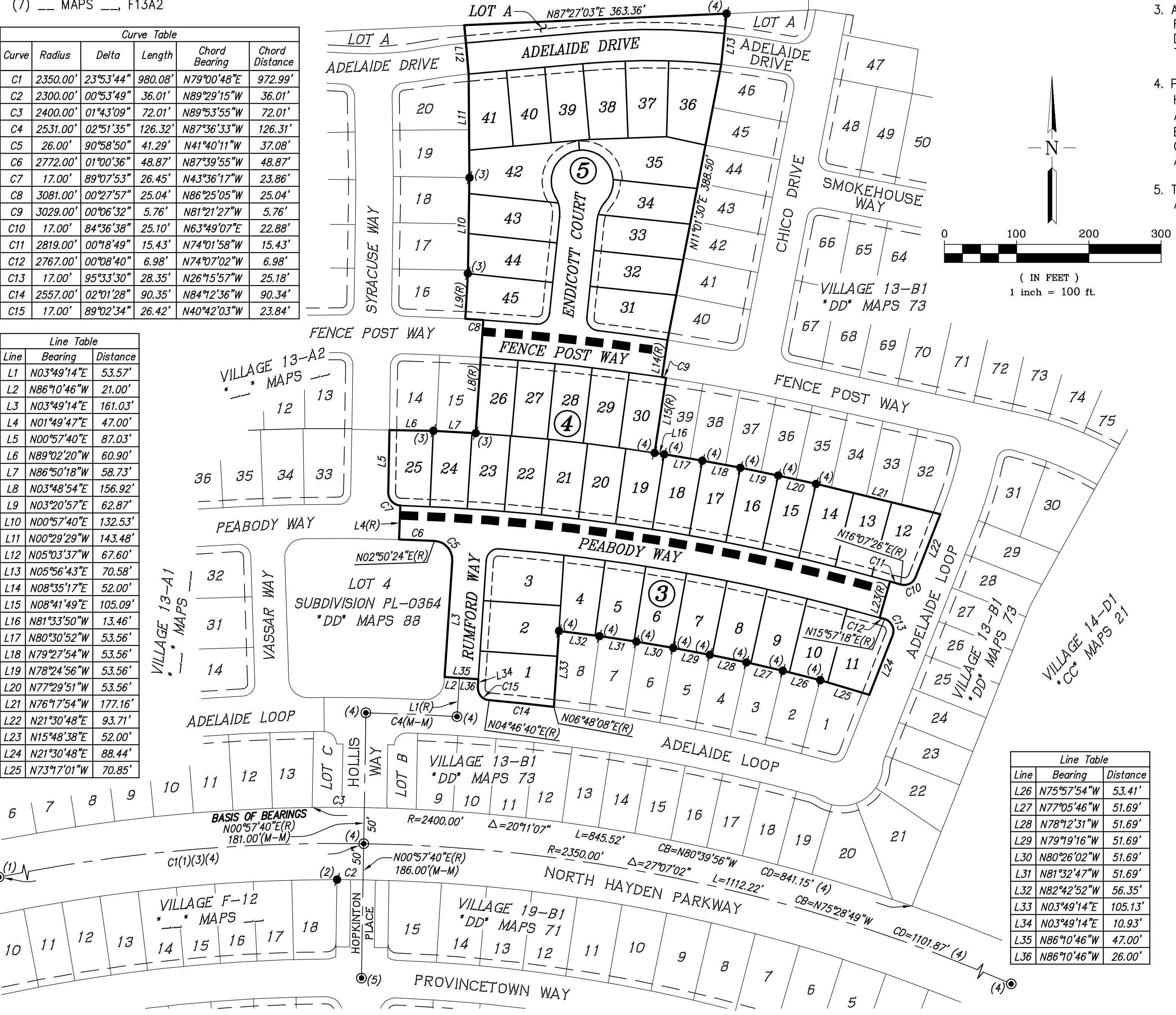
- SHEET COVERAGE
- ⑤ SHEET NUMBER

NOTES:

- 1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- 2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
- 3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLE & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
- 4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
- 5. TOTAL AREA OF THIS SUBDIVISION IS 8.49±ACRES, CONSISTING OF 45 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2350.00'	23°53'44"	980.08'	N79°00'48"E	972.99'
C2	2300.00'	00°53'49"	36.01'	N89°29'15"W	36.01'
C3	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C4	2531.00'	02°51'35"	126.32'	N87°36'33"W	126.31'
C5	26.00'	90°58'50"	41.29'	N41°40'11"W	37.08'
C6	2772.00'	01°00'36"	48.87'	N87°39'55"W	48.87'
C7	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C8	3081.00'	00°27'57"	25.04'	N86°25'05"W	25.04'
C9	3029.00'	00°06'32"	5.76'	N81°21'27"W	5.76'
C10	17.00'	84°36'38"	25.10'	N63°49'07"E	22.88'
C11	2819.00'	00°18'49"	15.43'	N74°01'58"W	15.43'
C12	2767.00'	00°08'40"	6.98'	N74°07'02"W	6.98'
C13	17.00'	95°33'30"	28.35'	N26°15'57"W	25.18'
C14	2557.00'	02°01'28"	90.35'	N84°12'36"W	90.34'
C15	17.00'	89°02'34"	26.42'	N40°42'03"W	23.84'

Line Table		
Line	Bearing	Distance
L1	N03°49'14"E	53.57'
L2	N86°10'46"W	21.00'
L3	N03°49'14"E	161.03'
L4	N01°49'47"E	47.00'
L5	N00°57'40"E	87.03'
L6	N89°02'20"W	60.90'
L7	N86°50'18"W	58.73'
L8	N03°48'54"E	156.92'
L9	N03°20'57"E	62.87'
L10	N00°57'40"E	132.53'
L11	N00°29'29"W	143.48'
L12	N05°03'37"W	67.60'
L13	N05°56'43"E	70.58'
L14	N08°35'17"E	52.00'
L15	N08°41'49"E	105.09'
L16	N81°33'50"W	13.46'
L17	N80°30'52"W	53.56'
L18	N79°27'54"W	53.56'
L19	N78°24'56"W	53.56'
L20	N77°29'51"W	53.56'
L21	N76°17'54"W	177.16'
L22	N21°30'48"E	93.71'
L23	N15°48'38"E	52.00'
L24	N21°30'48"E	88.44'
L25	N73°17'01"W	70.85'



LEGEND

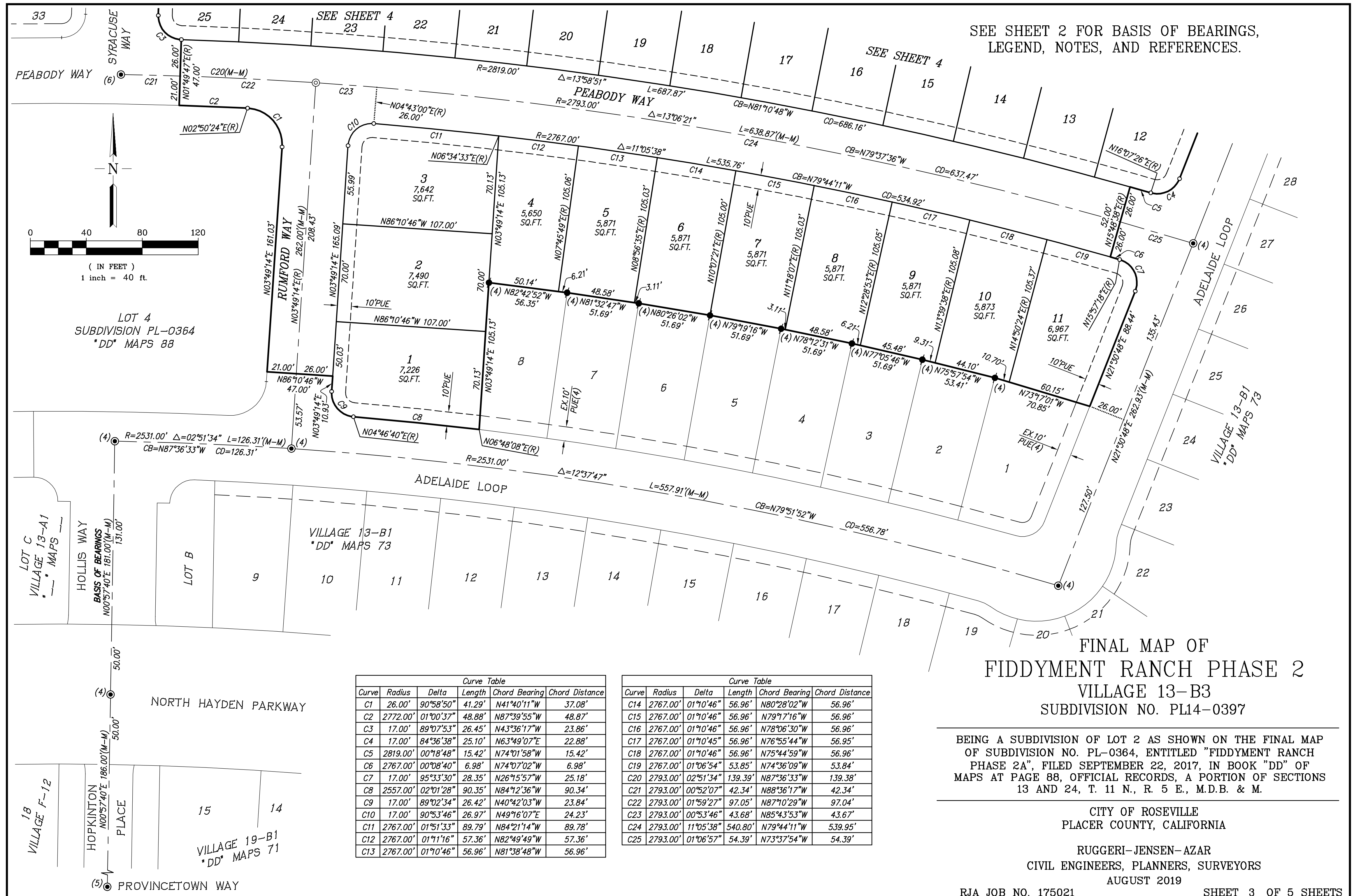
- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- ◎ SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SQ.FT. SQUARE FEET

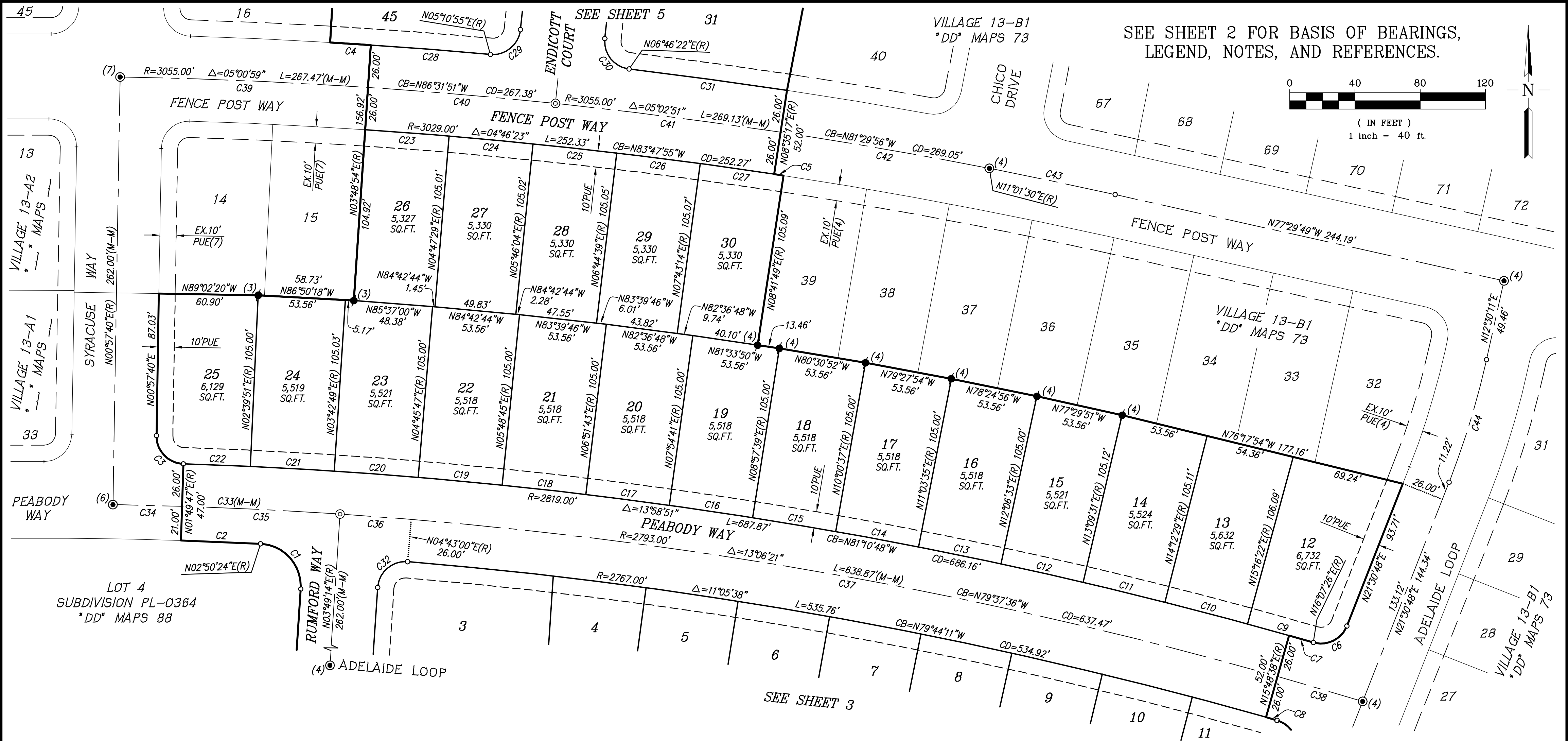
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019





FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

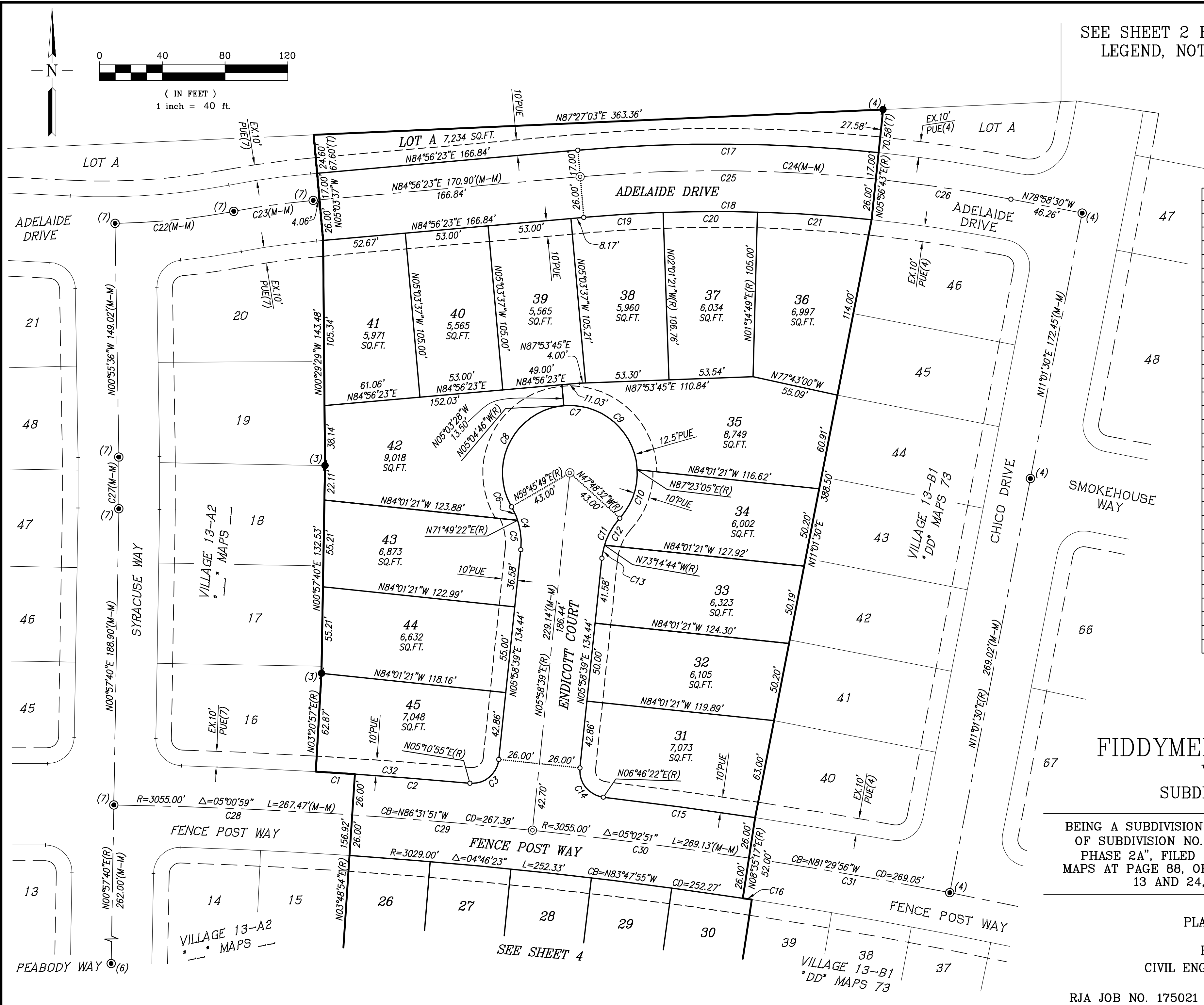
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	26.00'	90°58'50"	41.29'	N41°40'11"W	37.08'
C2	2772.00'	01°00'37"	48.88'	N87°39'55"W	48.87'
C3	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C4	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C5	3029.00'	00°06'32"	5.76'	N81°21'27"W	5.75'
C6	17.00'	84°36'38"	25.10'	N63°49'07"E	22.88'
C7	2819.00'	00°18'48"	15.42'	N74°01'58"W	15.42'
C8	2767.00'	00°08'40"	6.98'	N74°07'02"W	6.98'
C9	2819.00'	00°51'04"	41.88'	N74°18'06"W	41.87'
C10	2819.00'	01°03'53"	52.42'	N75°15'34"W	52.42'
C11	2819.00'	01°02'58"	51.63'	N76°19'00"W	51.63'
C12	2819.00'	01°02'58"	51.63'	N77°21'58"W	51.63'
C13	2819.00'	01°02'58"	51.63'	N78°24'56"W	51.63'
C14	2819.00'	01°02'58"	51.63'	N79°27'54"W	51.63'
C15	2819.00'	01°02'58"	51.63'	N80°30'52"W	51.63'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C16	2819.00'	01°02'58"	51.63'	N81°33'50"W	51.63'
C17	2819.00'	01°02'58"	51.63'	N82°36'48"W	51.63'
C18	2819.00'	01°02'58"	51.63'	N83°39'46"W	51.63'
C19	2819.00'	01°02'58"	51.63'	N84°42'44"W	51.63'
C20	2819.00'	01°02'58"	51.63'	N85°45'42"W	51.63'
C21	2819.00'	01°02'58"	51.63'	N86°48'40"W	51.63'
C22	2819.00'	00°50'04"	41.06'	N87°45'11"W	41.04'
C23	3029.00'	00°58'35"	51.62'	N85°41'49"W	51.62'
C24	3029.00'	00°58'35"	51.62'	N84°43'14"W	51.62'
C25	3029.00'	00°58'35"	51.62'	N83°44'39"W	51.62'
C26	3029.00'	00°58'35"	51.62'	N82°46'04"W	51.62'
C27	3029.00'	00°58'35"	51.61'	N81°47'28"W	51.61'
C28	3081.00'	01°22'01"	73.51'	N85°30'05"W	73.51'
C29	17.00'	89°12'16"	26.47'	N50°34'47"E	23.87'
C30	17.00'	89°12'17"	26.47'	N38°37'30"W	23.87'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C31	3081.00'	01°48'55"	97.61'	N82°19'11"W	97.61'
C32	17.00'	90°53'46"	26.97'	N49°16'07"E	24.23'
C33	2793.00'	02°51'34"	139.39'	N87°36'33"W	139.38'
C34	2793.00'	00°52'07"	42.34'	N88°36'17"W	42.34'
C35	2793.00'	01°59'27"	97.05'	N87°10'29"W	97.04'
C36	2793.00'	00°53'46"	43.68'	N85°43'53"W	43.67'
C37	2793.00'	11°05'38"	540.80'	N79°44'11"W	539.95'
C38	2793.00'	01°06'57"	54.39'	N73°37'54"W	54.39'
C39	3055.00'	02°51'14"	152.17'	N87°36'43"W	152.15'
C40	3055.00'	02°09'45"	115.30'	N85°06'14"W	115.30'
C41	3055.00'	02°36'38"	139.19'	N82°43'02"W	139.19'
C42	3055.00'	02°26'13"	129.94'	N80°11'36"W	129.92'
C43	3055.00'	01°28'41"	78.81'	N78°14'10"W	78.80'
C44	500.00'	09°00'37"	78.63'	N17°00'29"E	78.55'

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES, AND REFERENCES.



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C2	3081.00'	01°22'01"	73.51'	N85°30'05"W	73.51'
C3	17.00'	89°12'16"	26.47'	N50°34'47"E	23.87'
C4	45.00'	36°12'50"	28.44'	N12°07'46"W	27.97'
C5	45.00'	24°09'17"	18.97'	N06°06'00"W	18.83'
C6	45.00'	12°03'33"	9.47'	N24°12'25"W	9.45'
C7	43.00'	252°25'39"	189.44'	N84°01'21"W	69.39'
C8	43.00'	115°09'25"	86.42'	N27°20'31"E	72.59'
C9	43.00'	92°27'51"	69.39'	N48°50'51"W	62.10'
C10	43.00'	44°48'23"	33.63'	N19°47'16"E	32.78'
C11	45.00'	36°12'49"	28.44'	N24°05'03"E	27.97'
C12	45.00'	25°26'12"	19.98'	N29°28'22"E	19.81'
C13	45.00'	10°46'37"	8.46'	N11°21'57"E	8.45'
C14	17.00'	89°12'17"	26.47'	N38°37'30"W	23.87'
C15	3081.00'	01°48'55"	97.61'	N82°19'11"W	97.61'
C16	3029.00'	00°06'32"	5.76'	N81°21'27"W	5.75'
C17	1000.00'	11°00'20"	192.08'	N89°33'27"W	191.79'
C18	957.00'	11°00'20"	183.82'	N89°33'27"W	183.54'
C19	957.00'	03°02'16"	50.74'	N86°27'31"E	50.74'
C20	957.00'	03°36'10"	60.18'	N89°46'44"E	60.17'
C21	957.00'	04°21'54"	72.91'	N86°14'14"W	72.89'
C22	450.00'	09°42'02"	76.19'	N84°13'23"E	76.10'
C23	526.00'	05°34'01"	51.11'	N82°09'22"E	51.09'
C24	983.00'	16°05'07"	275.97'	N87°01'04"W	275.06'
C25	983.00'	11°00'20"	188.82'	N89°33'27"W	188.53'
C26	983.00'	05°04'47"	87.15'	N81°30'54"W	87.12'
C27	1000.00'	01°53'16"	32.95'	N00°01'02"E	32.95'
C28	3055.00'	02°51'14"	152.17'	N87°36'43"W	152.15'
C29	3055.00'	02°09'45"	115.30'	N85°06'14"W	115.30'
C30	3055.00'	02°36'38"	139.19'	N82°43'02"W	139.19'
C31	3055.00'	02°26'13"	129.94'	N80°11'36"W	129.92'
C32	3081.00'	01°49'58"	98.56'	N85°44'04"W	98.56'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019



COUNCIL COMMUNICATION

CC #: 0400
File #: 0800-03

Title: Process Information Asset Framework Implementation - Professional Services Agreement
Contact: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement (PSA) with Dusouth Industries dba DST Controls for the Process Information (PI) Asset Framework (AF) implementation for Roseville Energy Park (REP).

BACKGROUND

REP currently utilizes the PI historian application to collect real-time engineering data, analyze equipment performance, and monitor the overall health of the plant. AF is a new tool within the PI application which generates standardized data logic models for plant equipment by associating equipment attributes with related calculations and reliability status indicators. Utilizing these standardized models, REP staff can better analyze equipment performance and improve their awareness of maintenance needs.

REP staff have been working with an engineering consulting firm, Dusouth Industries dba DST Controls, since 2012 to support the PI application. DST Controls has extensive familiarity with the REP PI data points and related system configurations as well as the professional engineering expertise to build AF equipment models. This sole source professional service agreement will enable REP staff to work with DST Controls to continue enhancing the plant's performance and reliability.

FISCAL IMPACT

The total cost for this agreement is not to exceed \$67,600.00. Funds are available in the Roseville Electric FY2019-20 budget.

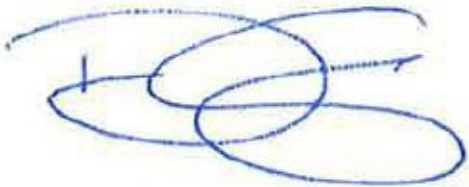
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a professional services agreement for process information asset framework implementation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sage Armstrong, Electric Technology Systems Administrator

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-461

Professional Services Agreement- DST Controls

RESOLUTION NO. 19-461

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND DUSOUTH INDUSTRIES DBA DST CONTROLS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a Process Information (PI) Asset
Framework (AF) Implementation, by and between the City of Roseville and Dusouth Industries
dba DST Controls, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Process Information Asset Framework Implementation Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Dusouth
Industries, a California corporation dba DST Controls ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of process information asset framework implementation to better organize Roseville Energy Park's (REP) real-time electrical data to provide REP engineers and management with a more comprehensive data analysis of the overall health and performance of the plant; and

WHEREAS, CONSULTANT has prepared a proposal dated August 21, 2019, 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 sixty-seven thousand, six hundred dollars (\$67,600.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices 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'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 provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. 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.

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

9. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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

MICHELLE BERTOLINO
ELECTRIC UTILITY Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Carlos Valle
Business Development Manager
651 Stone Road
Benicia, CA 94510

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

20. 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

DUSOUTH INDUSTRIES, a California
corporation dba DST Controls

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: VICE PRESIDENT
and

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT “A”



Automate, Integrate, Validate

August 21, 2019

DST Reference Number: 18034.2

Sage Armstrong
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Subject: PI AF Implementation

Dear Sage:

DST Controls is pleased to provide City of Roseville the following proposal on the PI AF Implementation project. The main points of the proposal are:

- Definition of PI AF Structures and Hierarchy
- Implementing PI AF
- PI Vision development
- Definition of Heat Exchanger analytics
- Development of health calculations for key Assets
- Development of calculations for baseline costs of power production
- Testing and training

Pricing for the proposed work can be found in Section 5, Price. The proposal is based on the exceptions, clarifications, and comments noted in the section named Explanations and Clarifications.

Thank you for your consideration of DST Controls for this project. We look forward to working with you and await any questions or comments you may have.

Very truly yours,
DST Controls

Carlos Valle
Business Development Manager

PS: Please note this proposal is provided for the sole purpose of evaluation by City of Roseville.

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PI AF IMPLEMENTATION

1. EXECUTIVE SUMMARY

The City of Roseville would like to add more value to their existing PI system by creating Asset Framework (AF) equipment models to better organize their electrical data, specifically for the Power Generation plant. DST Controls recently prepared an evaluation for the City of Roseville's PI system and found that adding AF would help with contextualizing the PI electrical data as well as having the ability to add event frames and analytics to key assets. DST would assist the City of Roseville with the definition of the AF structures and the content within each such as event frames, analytics, and notifications.

DST Controls and the City of Roseville had an initial business requirement meeting on April 17, 2019. This meeting allowed the team to bring up areas where the PI system and its capabilities could help with identifying areas of improvement for operations and maintenance and visibility to key operations such as power turbine start up metrics. A major focus of this project will be to develop the Asset Framework Hierarchy and the asset types. During this effort the team will focus on key assets and their operations calculations to improve performance and visibility to maintenance needs.

In order to take full advantage of the AF implementation, DST Controls would develop PI Vision displays to present the AF data and organize it. The PI Vision system proposed will give the City of Roseville the ability to see assets and their performance. The asset analytics will provide asset health values and performance values that will be displayed on the displays. These performance and health metrics will then provide a "heat map" for the plant areas and assets where attention is needed.

The AF implementation will be completed as such that it will allow for future mapping of real time data to their existing CMMS, Maximo. If time allows on this contract, DST Controls will map key assets to Maximo to generate work orders on a low asset health or alarm value.

Under this project, we will configure PI Manual Logger to perform a tour to collect water sample data. This pilot is and its success is intended to replace the current water data collection application.

2. PROJECT IMPLEMENTATION

DST would start by using the City of Roseville's existing Maximo Asset hierarchy as a template for the PI AF structures. Collaborating with Roseville, DST will define the AF structures and begin to create the AF hierarchy. A PI AF specification will be created to document the AF structures and the content within each type. During the specification process, DST will consult with the City of Roseville on points, event frames, analytics and notifications that should be included in each AF structure. A focus has been placed on Heat Exchangers and their performance. Other asset priorities will be identified in the initial workshop meetings.

Once the AF structures are defined DST will map the PI archive points to each AF structure. After the structures are created, DST and the City of Roseville will test each structure and verify its events, analytics, and notifications.

After the completion of the implementation of the AF structures, DST will create or modify PI Vision displays to show the AF content. The proposed PI Vision application will have plant, area, and asset overviews that will follow the defined operations Asset Framework Hierarchy. This will allow the City of Roseville operations team to see the status of an area as well as compare performance of asset types.

Once Assets are configured in PI AF and the corresponding PI Vision displays are completed, the team will test the system right away and not wait until the entire system is complete. This will allow for quick fixes and ensure items are completed.

During the Asset Framework development, DST will define and implement the PI Manual Logger requirements to collect water sample data. This pilot can be run in parallel to the other work.

Training is included in this project to support the City of Roseville on adopting the new system changes. The amount of training will depend on the needs of the City of Roseville.

3. PROPOSAL REFERENCES

The following Reference Documents provided the basis for this proposal:

Item	Description	Name/Number	Date	Rev
1	PI system audit report	City of Roseville PI System Review	1/19/18	1
2	Business Requirement Meeting Notes	CoR PI Improvement Kick Off 04172019	4/17/2019	NA

4. DETAILED SCOPE DESCRIPTION

The following sections detail the specific work to be completed as part of this proposal.

4.1. Engineering

DST Controls will supply the following management, engineering, and design services for this project:

- A. Define and implement the City of Roseville Asset Framework structures
 - 1. Reference their Maximo Hierarchy
 - 2. Provide an AF specification document (high level) including assets, their analysis, event frames, and notifications
- B. Create AF Analysis
 - 1. Heat Exchanger – Performance, Degradation, Heat Transfer Coefficient, Fouling
 - 2. Pumps – Baseline operation amperage, run hours, cavitation, deadhead
 - 3. Cooling Towers
- C. Create Event Frames and Notifications
 - 1. Plant / Turbine Startup Event – “Time to grid”
 - 2. Heat Exchanger Fouling
 - 3. Pump Failure – Cavitation or deadheading
- D. Create PI Vision displays
 - 1. Plant Overview
 - 2. Area Overviews
 - 3. Asset Views
- E. Commission the AF implementation by using PI Vision
- F. Configuration of PI Manual Logger for water sample data

4.2. Documentation

DST Controls will provide the following documentation for this project:

- A. PI AF Functional Specification
 - 1. Hierarchy Definition
 - 2. Asset components
 - 3. Number of assets and types

4.3. Training

DST Controls will provide the following training for this project:

- A. One (1) eight-hour training session with operations.

Note: This will change with the requirements needed by City of Roseville. This is only an estimate.

5. PRICE

DST Controls will provide the services described above, on a Time and Materials basis, for the following estimated price:

Item No.	Notes	Item Description	Line Item Price
		Services	
1		Asset Framework Specification	\$14,200
2		Asset Framework Implementation	\$29,200
3		Vision Display Development and Setup	\$10,000
4	A, B	Onsite Commissioning and Training	\$8,200
5		PI Manual Logger	\$6,000
		Project Total	\$67,600

Pricing Notes:

- A Three days of onsite commissioning
- B One day of training, estimated

Changes in scope, delivery requirements, and introduction of new information could alter the price significantly.

This price is valid for sixty (60) days following the date of this proposal. Please contact DST Controls for revised prices if sixty days has elapsed from the date of this proposal.

6. LABOR RATES

- A. Office work, remote connection, or by phone: PM @ \$170/hour; Eng @ \$145/hour
- B. Field work: PM @ \$170/hour; Eng @ \$145/hour
- C. Travel time: PM & Eng @ \$100/hour
- D. Multipliers:
 - 1. Services performed after normal business hours - 1.5x
See Explanations and Clarifications in Section 11 for details on After Normal Business Hours.
 - 2. Services performed on holidays – 2.0x

Note: The pricing outlined above is based on our estimates using information available at the time of quotation. However, many projects contain “unknowns” that could extend the time necessary to complete all required tasks, e.g., unforeseen sub-tasks and un-anticipated support requirements from the client’s staff. Therefore, this quote is not a “fixed price bid” which guarantees the proposed work’s completion at a fixed price, nor is it a guarantee of the time required to accomplish it. It is, however, a guarantee of DST Controls’ best efforts to provide the services described above for a fair and reasonable cost. If requested, DST Controls will report the accrued cost of engineering services at mutually agreed upon project benchmarks. If a funding increase is necessary to complete the proposed work, we will request a Change Order before the additional services or products will be provided.

7. PAYMENT TERMS

All invoices are payable "Net 30 Days" from the invoice date.

DST Controls reserves the right to stop work without penalty on any project where payments are considered "Past Due."

8. INVOICE MILESTONES

The invoice schedule for this work is:

- A. Invoices will be issued on a bi-weekly basis.

9. MILESTONE AND BUDGET TRACKING

DST Controls will provide bi-weekly cost reports based on each billing cycle. The DST Project Management team will hold bi-weekly meetings where budget and milestone tracking is reviewed with the City of Roseville Project Manager.

10. CHANGES IN SCOPE

DST Controls recognizes that requests for changes to the original specification may be made during the course of the design and implementation. These changes will be accommodated where possible as follows:

- A. A formal "Change Request" will be submitted to City of Roseville for approval prior to starting the additional work.
- B. In any event, DST Controls reserves the right to be compensated for additional hours spent on the project that are caused by changes requested by City of Roseville. Such additional hours will be charged at the rates listed on our standard "Rate Sheet" or the rates that have been previously agreed to.

11. EXPLANATIONS AND CLARIFICATIONS

The following explanations and clarifications are provided to improve the understanding of the scope and intent of this proposal:

11.1. General

- A. This proposal *in its entirety* shall become part of any contract or purchase order executed for this work. Any item, clarification, and/or condition of this proposal, in whole or in part, shall supersede any conflicting term in any other contract document.
- B. This price-competitive proposal was developed by professionals rigorously adhering to sound and proven project estimation practices. By accepting this offer, City of Roseville is agreeing that DST Controls will have access—when needed—to all equipment, client staff, information, etc., that was previously agreed upon and/or would be reasonably expected for the work's scheduled completion. If City of Roseville causes, or fails to remedy, any delays that prevent DST Controls from completing its work on schedule, or in any other way adds to DST Controls' project costs, DST Controls reserves the right to recover these costs from City of Roseville.
- C. Normal Business Hours (NBH) are 7:00 AM to 7:00 PM with a maximum of 8 hours Monday through Friday excluding weekends and holidays.
- D. This quote is based on Normal Business Hours (NBH). Requirements to work after NBH may result in premium charges collected under a change order and billed at our published rates.
- E. The pricing presented in this quote does not include any fees relating to bonds or permits unless specifically listed in the pricing section of this proposal.

11.2. Project Specific

- A. PI Vision Displays are to be created per asset
- B. City of Roseville needs to provide DST Controls with remote access for remote configuration and support

12. WARRANTY

Software developed by DST will conform to the applicable specifications and will be free from defects for one year from the invoice date. DST's sole obligation shall be to remedy any such non-conforming software at its expense, provided that City of Roseville reports the error to DST within the warranty period. DST shall pay the cost of repair for all modifications or alterations made by DST during the warranty period.

If it is determined that the software failure is due to abuse, misuse, or unauthorized alteration or modification of the equipment, hardware or software by City of Roseville, DST shall repair the software, at the request of the City of Roseville, at its then prevailing rates for time and materials.

13. [DELETED]

DST Controls Standard Terms and Conditions

Upon acceptance of the proposal with DST Reference Number **18034.2** including subsequent revisions (hereinafter "Agreement") by DST Controls (hereinafter "DST") and City of Roseville (hereinafter "Client"), these Standard Terms and Conditions ("Terms and Conditions") shall be additional, fully integrated components of the Agreement between DST Controls and Client (hereinafter collectively "the Parties") and shall govern the relationship of the Parties in all matters relating to the Agreement. These terms and conditions are an inseverable element of the Agreement and the Parties' signatures at the end of this document shall evidence their understanding, acceptance and the incorporation by reference in the Agreement, of these Terms and Conditions.

1) Governing Documents

In the event that any provision in the Agreement shall be in addition to, or shall conflict with these Standard Terms and Conditions, the Terms and Conditions shall take precedence and govern the actions of the Parties.

2) Substitutions and Modifications of Equipment

Notwithstanding specific product designations contained in the Agreement, DST reserves the right to modify the specifications of equipment designed by DST ("equipment"), provided the modifications do not adversely affect the performance and operation of the equipment as specified in the Agreement.

DST will collaborate with Client to substitute materials which have become unobtainable or unavailable from suppliers, or which have become prohibited or unavailable due governmental or industry standard or regulation.

3) Software

The term "software" shall refer to all software programming, products and systems, and any related technical documentation and reference manuals developed in connection therewith supplied by DST for use with the equipment (collectively the "software"), whether or not the software was priced separately. DST hereby grants Client a fully paid license to use the software solely for its own purposes, within its own premises, with the supplied hardware. Client shall have the right to make copies of the software in any form only to the extent necessary for the efficient use of the equipment.

4) Assignment of Software License

Rights granted to Client with respect to any software furnished by DST may not be assigned or transferred to another party without the prior express written consent of DST, except that such rights may be assigned or transferred upon the sale or transfer of the equipment to another party. Any Party to whom the equipment is transferred shall be bound by the terms as contained in these Standard Terms and Conditions.

5) Proprietary Information

Certain software, computer applications, and other information furnished to Client is the proprietary information of DST or one of its suppliers. Proprietary information shall mean information and data which is written, graphic, or in machine readable form and marked "Proprietary".

Client represents that it has instituted reasonable procedures to protect Proprietary information, including binding agreements with employees to prevent unauthorized publication, disclosure, sale or other use of such information. Neither Client, nor its directors, officers, employees and agents, will disclose to any non-essential personnel, or otherwise use for its own benefit (except as maybe consistent with its rights expressly granted in the Agreement and in the performance of its obligations hereunder) any Proprietary Information of DST, or any of its suppliers, except as authorized in writing by DST authorized personnel.

Upon the expiration or any earlier termination of this Agreement, each Party shall return all proprietary and confidential information and all copies thereof to the Disclosing Party or destroy the same and, in either and both cases, certify to such return or destruction, as the case may be, to the Disclosing Party.

6) Warranties

Equipment

DST warrants that the products and equipment sold will conform to the applicable specifications and will be free from defects in material and workmanship for one year after shipment, under normal and proper use and service. DST, at its sole discretion, shall replace or repair any equipment covered by this warranty. Client shall ship equipment, transportation prepaid, to Benicia, California.

Equipment supplied by DST which is not practical to be shipped back to Benicia, California, will be inspected for reasons of failure by DST at Client's site. Costs of inspection shall be borne by Client unless defect is found to be in DST's design or workmanship. However, because DST has no control over possible failed components—manufactured and supplied to DST by others—in the unlikely event of a component failure within the warranty period, such failure will not be deemed a defect in DST's design or workmanship, and therefore DST will not bear the costs of inspection. DST will however, act on Customer's behalf to remedy such failures in the form of component replacement through any manufacturers' warranty in effect.

The warranty provided for in this Agreement does not cover, and DST shall not be liable for, (i) abnormal wear and tear or damage caused by use or handling which is improper or contrary to the instructions provided by DST, (ii) improper storage of products, including storage of products unprotected from weather and other job conditions, (iii) any cause beyond the control of DST, including conditions caused by acts of God, intentional acts, accidents, negligence or (iv) any damage to the finish of the Products after they leave DST's facility.

Items repaired or replaced, and designs corrected under warranty are warranted only for the remainder of the original warranty period.

If it is determined that the equipment failure is due to abuse, misuse, or unauthorized alteration or modification of the equipment, hardware or software by Client, DST shall repair the equipment, at the request of the Client, at its then prevailing rates for time and materials.

DST shall have a reasonable amount of time to make repairs. A "reasonable amount" of time may vary based upon the type and complexity, availability of technical personnel and the availability of the parts necessary to properly affect repairs of the damaged equipment.

Software

Software developed by DST shall perform as specified in the Agreement and substantially free of errors for one year from the invoice date. DST's sole obligation shall be to remedy any such non-conforming software at its expense, provided that Client reports the error to DST within the warranty period. DST shall pay the cost of repair for all modifications or alterations made by DST during the warranty period.

If it is determined that the software failure is due to abuse, misuse, or unauthorized alteration or modification of the equipment, hardware or software by Client, DST shall repair the software, at the request of the Client, at its then prevailing rates for time and materials.

7) Disclaimer and Liability Limitation

Client agrees that DST shall not be liable for incidental, special, indirect or consequential or other similar damages because of the use or failure of the equipment, or the failure of DST to warn against or instruct on, or adequately warn against or instruct on, the equipment or their safe and proper use. DST's total liability hereunder from any cause whatsoever, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the limits of applicable insurance plus the value of the contract.

8) Contingencies

DST shall not be liable for any delay in delivery, or non-delivery, in whole or in part caused by occurrences beyond the control of DST or its suppliers, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, accident, fire explosion, flood, storm or other acts of God, shortage of labor, fuel, raw materials or machinery, or technical where DST has exercised ordinary care in the prevention thereof.

Technical Failure" is defined as a failure or deficiency in any hardware or software upon which the developed system relies for operation. This includes, but is not limited to computers, networks, peripherals and application software.

9) Pricing

Prices quoted in the Agreement shall be valid for thirty days from the original date of the proposal unless specifically stated otherwise in the proposal. Prices do not include federal, state or local taxes. All applicable taxes will be listed separately on the invoice and charged to the Client except where Client has provided DST with a timely copy of a valid tax exemption certificate from the appropriate governmental agency

10) Shipment and Delivery

All products are shipped FOB Benicia, California. In the absence of specific instructions by client, DST will select a recognized common carrier and ship Client's equipment insured. Cost of freight and insurance shall be paid by Client unless DST is contractually bound, or otherwise expressly agrees to pay shipping charges. DST assumes no liability for damage or loss of shipment. Title and risk of loss shall pass from DST to client upon equipment being delivered to a common carrier. In no event shall any common carrier be considered an agent of DST for any reason.

Any claims for damage or loss shall be filed by Client to the carrier or insurance company. DST agrees to cooperate with reasonable requests for assistance in filing claims for loss or damage.

11) Payment Terms

Where DST has agreed to extend credit to Client, DST shall submit invoices to Client depending upon the frequency stated in the Agreement.

Where the Agreement specifies payment for services or equipment based upon completion milestones or intervals, DST shall produce consolidated invoices. Payment shall be received by DST according to the terms specified in the Proposal.

DST shall charge one and one half (1.5%) percent finance charge (18% per annum) on past due balances.

DST reserves the right to amend or withdraw credit extended, and/or cease work on Client's equipment should Client fail to meet its payment terms.

12) Errors

DST reserves the right to correct any typographical or clerical errors which may be present in the prices or specifications of the Agreement.

13) Return of Equipment

Products accepted for return, except equipment returned under the terms of warranty, shall be subject to a minimum restocking fee of fifty percent (50%) of the invoiced cost of the equipment, plus all repair and transportation charges incurred by DST.

14) Termination of Agreement**By Client**

Client may request, in writing, to cancel the Agreement at any time. Client agrees to immediately compensate DST for any and all hardware purchased on behalf of Client by DST plus DST's labor costs up to and including the date of cancellation, and the reasonable value of DST's overhead and profit. Any software documentation provided by DST must be immediately returned upon cancellation.

By DST

DST shall have the right to cancel any order placed, or may withhold shipment of any order, if Client fails to perform any of its obligations under the Agreement or in any way delays or interferes with DST's performance of its contractual obligations. DST shall have the right to cancel this Agreement should Client become insolvent or file for bankruptcy either voluntarily or involuntarily.

15) Complete Agreement: Modification

The Agreement and these Terms and Conditions constitute the entire agreement between DST and Client regarding the subject matter contained therein. Any and all modifications to the Agreement or Terms and Conditions must be mutually agreed upon and be in a signed writing to be binding on either party. Modifications must be signed by an authorized representative of DST and Client.

16) Insurance

DST and Client shall each maintain at its own expense a policy of comprehensive general liability insurance. Upon request by either party, the other shall provide evidence such insurance.

17) Indemnification

Client agrees to defend, indemnify and hold DST harmless against all actions brought by third parties, which are the result of improper or unsafe use or application of equipment and/or software supplied by DST under the terms of this Agreement.

18) Assignment

Neither this agreement, nor any interest in this agreement, shall be assignable by the Client without the prior written consent of DST.

19) Disputes

The parties agree to first mediate any dispute between them arising out of the Agreement or these Terms and Conditions, before resorting to court action. If any party commences a court action based upon a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees and costs even if they would otherwise be available to that party in any such action or by virtue of Section 20, below.

20) Attorney's Fees

In the event that either of the parties institutes legal action against the other as a result of the Agreement or these Terms and Conditions, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be fixed by the court, unless precluded by Section 19, above. Governing Law

21) Governing Law

All questions with respect to the construction of this agreement, and the rights and liabilities of the parties to this agreement, shall be governed by the laws of the State of California.

22) Venue

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or the Terms and Conditions must be brought against any of the Parties in the courts of the County of Placer, State of California, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

23) Waiver

Neither the failure or any delay by any party in exercising any right, power, or privilege under this Agreement or the Terms and Conditions will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

24) Severability

If any provision of the Agreement or these Terms and Conditions is held invalid or unenforceable by any court of competent jurisdiction, the other provisions will remain in full force and effect.



COUNCIL COMMUNICATION

CC #: 0403

File #: 0206

Title: Special Tax and Assessment District Administration - Professional Services Agreement Amendment

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the first amendment to professional services agreement with Willdan Financial Services, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

On December 19, 2018 City Council approved a professional services agreement with Willdan Financial Services to handle all of the City's Community Facilities District and Lighting and Landscaping District administrative services. The City wishes to amend the current agreement to include administration of newly formed Community Facilities Districts and balloting services.

FISCAL IMPACT

The cost of adding newly formed CFDs to the agreement for administration will not exceed \$26,300.00, bringing the total not-to-exceed contract amount to \$336,300.00. The amended professional services agreement will have sufficient contract amount authority to cover the added balloting services. There will be no impact to the General Fund.

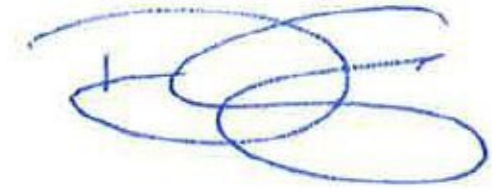
ENVIRONMENTAL REVIEW

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)).

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-464

First Amended PSA

RESOLUTION NO. 19-464

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILL DAN FINANCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a 2019 Public Facilities Fee Program Nexus Study Update, by and between the City of Roseville and Willdan Financial Services, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Special Tax and Assessment District Administration

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Willdan Financial Services, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated December 19, 2018 ("Agreement") regarding special tax and assessment district administration services; and

WHEREAS, CITY desires to amend the Agreement to include additional services for assessment engineering balloting services and newly formed Community Facilities Districts, as described in CONSULTANT's letter/proposal dated September 16, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay up to twenty-six thousand, three hundred dollars (\$26,300.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to three hundred thirty-six thousand, three hundred dollars (\$336,300.00).”

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

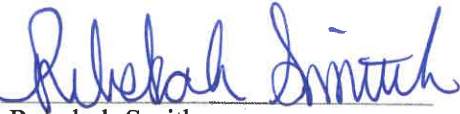
WILLDAN FINANCIAL SERVICES, a
California corporation

BY:  _____
Gladys Medina
its: Vice President

ATTEST:

and

BY:



Rebekah Smith

its: Assistant Secretary

BY:

SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT “A”



September 16, 2019

Ms. Jeannine Thrash
Administrative Analyst
City of Roseville
311 Vernon Street
Roseville, California 95678

Re: *Amendment Request to the Professional Services Agreement for Special Tax and Assessment District Administration*

Dear Ms. Thrash:

This letter serves as Willdan Financial Services ("Willdan") request to the City of Roseville to amend the existing Professional Services Agreement for Special Tax and Assessment District Administration; dated December 19, 2018. As previously discussed, we would like to amend the agreement to incorporate newly formed Community Facilities Districts (CFDs) and Assessment Engineering Balloting Services.

The attached exhibit pages outline the additional fee to annually administer each of the new CFDs, beginning in fiscal years 2019/2020 or 2020/2021 (Exhibit A) and the scope and fee to associated with Assessment Engineering Balloting Services (Exhibit B).

We appreciate this opportunity to continue to serve the City. Please feel free to contact Senior Project Manager Stacey Reynolds, directly at (951) 587-3551 or via email at sreynolds@willdan.com if you have any questions regarding this request.

Sincerely,

Willdan Financial Services

A handwritten signature in black ink, appearing to read 'Gladys Medina', with a long horizontal flourish extending to the right.

Gladys Medina
Vice President, Group Manager

Exhibit A

Administration Services

Community Facilities Districts

CFD Administration Annual Fee for Services			
CFD No.	Name	Estimated Parcel Count	Annual Fee
1	Villages at Sierra Vista (Public Facilities)	395	\$ 5,700
1	SVSP Westpark Federico (Public Facilities)	325	4,200
1	The Ranch at Sierra Vista (Public Facilities)	125	4,200
2	Sierra Vista (Public Services)	720	5,700
1	Creekview (Public Facilities)	15	3,250
2	Creekview (Public Services)	15	<u>3,250</u>
Estimated Annual Total			\$26,300.00
Payoff Quote (per request**)			\$ 750

Note: The annual fee is based on parcel count and administrative service. The annual fee is subject to change as the CFDs develop, including substantial increases in assessor parcel numbers. Willdan will contact the City before increasing any fees.

Exhibit B

Assessment Engineering Balloting Scope of Services

Willdan proposes to provide Assessment Engineering Balloting Services to the City. Below is our proposed scope of services described in detail by task. We want to ensure the following is responsive to the City's needs and circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the project.

Phase I: Public Outreach

It is our understanding that the City desires Willdan's assistance with the creation of an information mailer and attendance at a property owner workshop. The specifics related to each are outlined in the tasks below.

Task 1.A: Develop Survey Mailer

Objective: Develop and mail a survey/informational piece that provides background and information to property owners regarding the district and a possible question to identify the improvements and services property owners would be willing to support, as well as the assessment amount they would be willing to pay.

Description: Prepare and mail the survey/informational piece to each property owner as part of an overall education effort for the possible new/increased assessment. The informational piece/pamphlet typically is in the form of a frequently asked questions (FAQ) guide and includes ways to obtain additional information about the district and assessments. This document will also include information regarding a property owner workshop. The survey/informational piece be mailed to property owners prior to Phase II of this engagement.

This document is intended to be a straightforward information/survey piece that will convey the significance and reasons for the proposed new/increased assessment in an easy-to-understand format. This mailing could be in a single tri-fold format, double-sided, in one color, but could be a more elaborate piece that incorporates pictures or other graphics and uses multiple colors.

Deliverables: A draft of the pamphlet will be provided to City staff for review and comment prior to mailing. Once these documents are finalized; print, process and mail the informational mailer.

Task 1.B: Public Outreach and Property Owner Workshop

Objective: Provide the public with information to help them make informed decisions regarding the new/increased assessments.

Description: Coordinate with City staff to schedule the time and place to conduct a property owner informational meeting/workshop. A senior member of the Willdan team will attend and assist the City representative(s) with the meeting, acting as technical support to answer questions and provide information related to the calculation of the proposed assessment and the balloting process. Generally, an effective communication tool is to conduct property owner workshops prior to the notices and ballots being mailed, but workshops may also be scheduled during the required 45-day period between the mailing of ballots and the Public Hearing.

Meetings: It is anticipated that the Willdan project manager will participate in at least one property owner workshop, the fee is indicated below in the fee table.

Phase II: Establishment of New Assessment

Before initiating the following tasks, Willdan and City staff will discuss the finding and results of the survey mailer and property owner workshop to help guide the next phase of this project. Based upon the public outreach results it may be prudent to pursue a new/increased assessment in specific zones of the district.

Task 2.A: Update Assessment Database and Diagrams

Objective: Establish an updated electronic parcel assessment database and assessment diagrams utilizing Fiscal Year 2019/20 data.

Description: Using updated parcel information from the current County Assessor's Office secured roll, the City's current assessment data files, and the City's GIS shape files (if available), Willdan will update the district assessment database, as needed, which is currently utilized for annual administration. This database will ultimately contain all benefiting properties within the district and will identify each parcel's specific land use, assigned benefit units, modified benefit units, current and proposed assessments, related property characteristics used in the updated method of apportionment, and property ownership information (owner name(s) and mailing address).

This base data will serve as the master database for the proposed new assessments to be outlined in the Engineer's Report. The information contained in this database will be enhanced and updated, as needed, through parcel research and specific information provided by the City and will be utilized as the basis for the mailing of notices and ballots.

This database will also be linked to available GIS mapping files to generate the district diagram and/or exhibits for the Engineer's Report or future informational pieces that may be developed for property owner communication.

Deliverables: **City:** Various maps or diagrams (either electronically or in hardcopy) of the existing improvements for the district.

Willdan: Once the working assessment data file is finalized and relevant property owner information is updated, an electronic file and related diagram(s) identifying an overview of the location and extent of the improvements will be provided to the City upon request.

Task 2.B: Develop/Update Improvement Matrix

Objective: Develop a complete and detailed list of improvements associated with the district/zones, through the use of GIS shape file overlays of the improvement areas. These GIS overlays will provide not only a pictorial representation of the improvements but also the ability to accurately quantify related services and costs.

Description: The establishment of an accurate and comprehensive improvement list and the ability to quantify the extent and type of lighting and landscaping being maintained is critical to the development of an appropriate and defensible benefit nexus, corresponding budgets, and benefit allocation (special and general). This list will also serve as a useful tool for public outreach efforts.

While a general overview of the improvements is sufficient to develop an initial special benefit nexus, detailed information and a description of the specific improvement, location, acreage, lumens or watts, and service needs are necessary to establish appropriate budgets and refine the benefit nexus. This particular task would be expedited if the City can provide GIS shape files showing the location and extent of the district's existing improvements.

Although if GIS shapefiles or other maps specific to the maintained improvements are not available, our GIS technicians, utilizing aerial imagery and other sources, can create the necessary GIS shape file overlays of the various landscaping and lighting improvements within the district (improvement matrix). The electronic mapping of the improvements will provide the visual documentation and resource necessary to identify and quantify the special benefit, as well as potential general benefits that could potentially impact the proportional allocation of costs and assessments. The fee associated with this optional service is provided in the fee for services table.

The overlays will provide not only the improvement data necessary to develop an appropriate budget and cost allocation, but also a visual depiction of the improvements that can be incorporated into the Engineer's Report and utilized at the workshops.

In addition to identifying the location, type of improvements, and extent of those improvements necessary to develop accurate and proportional budgets, this improvement matrix will allow us to adjust

the budgets and potential assessments per the service level needs based on input from the City and/or property owners.

Meetings: As needed, conference calls and e-mails with City staff to discuss and refine specific improvement information.

Task 2.C: Benefit and Assessment Methodology Analysis

Objective: Review the existing assessment documentation, improvements and specifications for the district. Evaluate various factors that must be considered for compliance and application of special/general benefit. As warranted, develop an expanded discussion of benefit findings (general versus special), to support an appropriate and defensible assessment methodology, based on the provisions of the California Constitution and current case law.

Description: Utilizing the provided budget information; improvement descriptions and specifications; related diagrams and maps; other supporting documentation and information provided by the City, we will review the existing benefit nexus between the improvements provided and the properties within the district. We will ensure the benefit nexus is consistent with the California Constitution, specifically focusing on the identification and separation of special and general benefits as it relates to recent court decisions. The relationship between specific improvements and the properties within district will be closely evaluated as well as any benefits that may be attributable to other properties or the public at large.

Deliverables: Findings and recommendations from this task will be incorporated into the Engineer's Report, Task 2.E.

Task 2.D: Develop Proposed Budget and Assessments

Objective: Prepare comprehensive annual budget for the district to achieve maximum cost-to-benefit equity for each of the properties, as well as ensure the long-term financial stability of the maintenance and improvements.

Description: Work with City staff to develop appropriate and comprehensive annual budgets for the maintenance and servicing of the various improvements. The budgets will be developed utilizing the City's current budget information and Willdan's budget modeling software that utilizes standard per unit costs for calculating annual and long-term maintenance expenses associated with the improvements. The development of the budgets will incorporate specific cost estimates provided by the City, including:

- Estimates of periodic maintenance expenditures;
- Long term cost recovery (inflationary adjustments and rehabilitation programs);
- Any known capital improvement repairs or rehabilitation expenditures needed in the near future;
- Administration expenses; and
- Any other funding deemed appropriate to provide the improvements.

The proposed budgets prepared will be comprehensive and identify the full cost of providing the improvements. In addition, the budgets will also identify costs considered to be general benefit (if any), current assessment revenues, available fund balances, and current City subsidies, as well as funding needs that may not be currently addressed or funded. The goal of these budgets is to accurately depict the true funding requirements to provide the improvements and demonstrate the need for new or increased assessments (revenue shortfall) or potential reductions in levels of service, if the proposed assessments are not approved.

Deliverables: The updated budgets will be incorporated into the Engineer's Report, Task 2.E.

Task 2.E: Prepare Engineer's Report

Objective: Prepare an updated Engineer's Report integrating an expanded benefit discussion and Proposition 218 requirements and budgets.

Description: In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare the Engineer's Report for the proposed assessments and modifications that will be presented to City Council. The Engineer's Report will include the following items:

- Plans and specifications that describe the ongoing lighting and landscape maintenance to be maintained and serviced.
- Method of apportionment that outlines the special benefit conferred on properties within the district/zones and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula and Consumer Price Index (CPI), if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the district/zones.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Deliverables: One (1) electronic copy of the draft Engineer's Report will be provided to the City for review and comment prior to submittal of a final Engineer's Report for the City Council's consideration and approval at the Intent Meeting. When finalized with City staff, a final electronic version and two hard copies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task 2.F: Prepare Resolutions

Objective: Prepare resolutions for the Intent Meeting and Public Hearing, utilizing the City's existing document format.

Description: Prepare drafts of the resolutions for the City's review and finalization, which will be adopted by Council, in connection with the establishment of a new assessment for the district/zones. We anticipate the following resolutions will be necessary:

- *Resolution Initiating Proceeding*, which calls for the Engineer's Report to be prepared;
- *Resolution of Intention*, confirms the proposed assessments outlined in the Engineer's Report on file, declares the Council's intent to levy and collect such assessments, and sets the Public Hearing date; and
- *Resolution approving the Engineer's Report and Assessment Diagram*; confirms the proposed district assessments and orders the levy and collection of those assessments for the current fiscal year.

Willdan will also assist in the preparation of staff reports, as necessary.

Deliverables: It is anticipated that there will be a total of three (3) resolutions for the City Council's approval although the final (third) resolution could be split into two resolutions (one approving the report and diagrams and another ordering the levy of assessments).

Task 2.G: Prepare Notices and Ballots

Objective: Prepare the required Notice of Public Hearing and assessment ballots consistent with Proposition 218.

Description: Prepare a draft of the Notice of Public Hearing and the accompanying assessment ballots to be mailed to each affected property owner. Draft copies will be sent to the City for review and comment by City staff and the City Attorney. Based on written comments and edits received, a final sample of the documents will be prepared and provided to the City, prior to the actual printing of the documents.

It is anticipated that the text of the Notice will be the same for each parcel being balloted and the ballots will be tailored (mail merged), so as to specifically address the assessment and related parcel information for each property.

Deliverables: Draft notices and ballots will be delivered to City staff for review and comment prior to the final version being printed and processed for mailing.

Task 2.H: Print and Mail Notices and Ballots

Objective: Cause the printing and mailing of the required notices and assessment ballots.

Description: Upon adoption of the Resolution of Intention, print and assemble notices and ballots for mailing. Notices and ballots will be printed double-sided, so as to save on postage costs. A return #9 envelope addressed to the City Clerk will be included for the convenience of the property owner to mail back the assessment ballot.

Mailing of the notices and ballots will be completed at least 45 days prior to the Public Hearing date as required by law.

Deliverables: Notices and ballots mailed to the property owners of record subject to the new/increased assessment.

Task 2.I: Public Hearing and Ballot Tabulation

Objective: Attend the Public Hearing to answer questions and assist in the tabulation of returned ballots.

Description: Attend the Public Hearing to be available to answer any questions posed by the City Council. Ballots may be opened and tallied by the City Clerk or their designees. It is anticipated that Willdan will be asked to assist the City Clerk with the ballot tabulation. Willdan has developed ballot tabulation software that uses barcode scanning to electronically tabulate the ballots quickly. This software provides a summary of the weighted ballot results as well as a record of each ballot tabulated.

Upon the close of the Public Hearing, the City Clerk or designee will be directed to open and tabulate the ballots received. Upon completion of the tally at the next regularly scheduled City Council meeting, the Clerk will announce the results by dollar amount cast in favor and against, and the City Council will adopt the appropriate resolutions.

Meetings: One (1) City Council Public Hearing to be available to answer questions and tabulate the ballots at City Hall.

Deliverables: Ballot tabulation results.

City Responsibilities

The City will prepare or provide the following, if necessary, in order to complete the tasks previously identified.

- Provide information regarding current zoning, existing land uses, and property development information, as needed.
- Solicit comments to draft pamphlet from key City personnel and provide during the review process.
- If available provide electronically (GIS layers) or in some cases hard copy improvement diagrams, design plans or renderings and site plans as needed for Willdan to develop the plans and specifications required for the Engineer's Report and to develop the proposed budget and assessment evaluation.
- Provide pertinent budget information that will assist in developing the district budget and benefit rationale.
- Prepare all internal memos and other supporting documents necessary for City Council agendas.
- Provide updated GIS data and map shape files for all parcels in the City.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and presentation materials before the final documents are prepared. This review is typically performed by City staff but may include the City Attorney. Requested changes shall be submitted to Willdan in writing.

Fee for Services

Assessment Engineering Balloting Services Fee for Services	
Phase I: Public Outreach	
Develop Survey Mailer*	\$1,000 ⁽¹⁾
Public Outreach and Property Owner Workshop	\$1,250 per day ⁽²⁾
Phase II: Establishment of New Assessment	\$8,500 ⁽³⁾
Optional Services	
Expanded GIS Mapping Services	\$5,000 - \$12,500 ⁽⁴⁾

⁽¹⁾ This fee does not include costs associated with the printing and mailing of the survey mailer. The fee is estimated to be \$1.25 per piece.

⁽²⁾ The property owner workshop fee is a day rate and includes travel expenses. If deemed necessary, we would assist with multiple meetings in a single day.

⁽³⁾ The quoted fee for Phase II does not include costs associated with the printing and mailing of the notices and ballots. The fee is estimated to be \$1.25 per piece.

⁽⁴⁾ An exact fee will be provided for GIS mapping once the level of effort associated has been determined.

Please note the following:

- Willdan has budgeted for attendance at one property owner workshop meeting; and one City Council meeting (Public Hearing), including an additional day to tabulate the ballots.
- Telephone conference calls are not considered "meetings" for the purpose of our proposal and are not limited by our Scope of Services.
- We will invoice the City monthly based on percentage of project completion.



COUNCIL COMMUNICATION

CC #: 0396

File #: 0215

Title: Comprehensive User and Regulatory Fee Study - Professional Services Agreement

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with ClearSource Financial Consulting to provide a comprehensive user and regulatory fee study.

BACKGROUND

The City contracted with ClearSource Financial Consulting in 2015 for the FY2016-17 budget year to provide an analysis of user and regulatory fees and to create a master fee booklet, and then again for the 2018-19 budget year. The policy approved by Council at that time was to re-analyze and update the fee schedule every other year. Staff recommends Clearsource Financial Consulting as the firm to re-analyze and update the fees for the upcoming FY2020-21 fee booklet. This vendor was selected based on their excellent performance in producing the current study and their technical expertise with this type of work. Clearsource Financial Consulting provides services dedicated to helping local governments, and they specialize in user and regulatory fee studies, cost of service analysis, and master fee schedule updates.

FISCAL IMPACT

The total compensation for the comprehensive user and regulatory fee study shall not exceed \$27,600.00. Funding for this service is already included in the Finance Department's FY2019-20 adopted budget.

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)).

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-455

Professional Services Agreement

RESOLUTION NO. 19-455

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a comprehensive user fee study, by and between the City of Roseville and ClearSource Financial Consulting, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Comprehensive User Fee Study

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and ClearSource
Financial Consulting, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a comprehensive user fee
study; and

WHEREAS, CONSULTANT has prepared a proposal dated August 26, 2019, 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 "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed twenty-seven thousand, six hundred dollars (\$27,600.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices 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'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 provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. 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.

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

9. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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

Dennis Kauffman
Chief Financial Officer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Terry Madsen
President and Principal Consultant
7960 B Soquel Drive, Ste. 363
Aptos, CA 95003

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

20. 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.

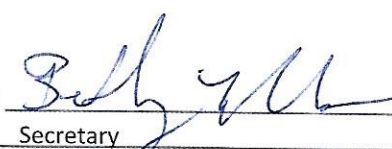
CITY OF ROSEVILLE, a
municipal corporation

CLEARSOURCE FINANCIAL
CONSULTING, a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

ATTEST:

and
BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT UNDERSTANDING

Objectives

The City of Roseville is initiating a **Comprehensive User Fee Study**, which answers “the costs to serve,” as follows:

- ➔ What are the **full costs of the comprehensive line-up of direct services provided to the community**, which currently have or may be eligible for a user or regulatory fee?
- ➔ What are the cost recovery targets or City policies as to the amounts that should be paid for those who request or cause these services? (How are fees performing against previously established cost recovery targets?)
- ➔ What is the impact to the source funds – typically the General Fund – of changes to user/regulatory fees?

Services for Review

It is expected that direct, fee-related services under review in this project will focus on services eligible for user fee methodology, as well as identification during this study of any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees.

All direct services throughout the City organization for which a user or regulatory fee is or can be imposed can be included as desired. This can encompass activities such as:

- ➔ Regulatory activities, such as review and inspection of land development, construction/building, and improvements to infrastructure, and other areas of code review, compliance, and enforcement

- ➔ Permitting, such as special events and use of public facilities, infrastructure, and services
- ➔ Facility rentals and use of public spaces, such as community centers, recreational sites, parks, and athletic field use
- ➔ Program participation
- ➔ Municipal operations and services of individual benefit/request
- ➔ Municipal operations and response to individual action
- ➔ Licensing, billing, records management, and administrative service
- ➔ Hourly rates for direct-billing City staff time

Based on the City’s last published *Schedule of User and Regulatory Fees*, which ClearSource has assisted the City in maintaining over the years, we expect fees managed by the following areas to be included in this study:

- ➔ Administrative
- ➔ Utility Customer Billing, Accounting, and Service (non-rate)
- ➔ Planning (Entitlement)
- ➔ Development Services Engineering and Encroachment Permit
- ➔ Trench Cut Recovery
- ➔ Building
- ➔ Development Impact Fee Deferrals (non-impact fee)
- ➔ Electric (non-rate)
- ➔ Environmental Utilities (non-rate)
- ➔ Fire Prevention
- ➔ Police
- ➔ Animal Licensing and Permit
- ➔ Oversize Vehicle and Permit and Building Moving Permit
- ➔ Parking Permit

SCOPE OF SERVICES

- ➔ Special Event, Film, and Banner Permit
- ➔ Parks, Recreation, and Libraries

Revenue streams generally excluded from this type of methodology due to differing authority, implementation and analytical methodologies, and approval procedures would include: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments,

development impact fees, in-lieu fees, fees intended and codified more as “taxes,” punitive fines/penalties, and general taxes.

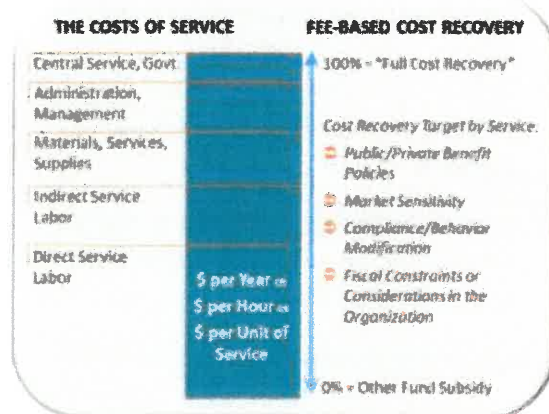
Our standard practice – and built into our expected work plan – is an **open mind for additions or deletions** of direct services for which a fee is established.

GENERAL APPROACH

The following essential components are embedded in the ClearSource approach:

- ➔ Adherence to the state’s legal boundaries: **Article 13C of the California Constitution**, Proposition 218, and Proposition 26, which direct fees be set according to the estimated reasonable cost of service and bear a fair and reasonable relationship to the payer’s burdens on or benefits received from City service.
- ➔ Development of a functionally layered “**full cost of service**” to represent the maximum limit for fees and cost recovery, inclusive of direct and indirect costs of service from participating City divisions and centralized City services.
- ➔ Valuation of City time in providing direct services, serving as the basis for fee structures or for direct billing.
- ➔ Development of **cost recovery policy and practices**, which optimize the City’s array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints, as reflected in **Figure 2**.

FIGURE 2 | COSTS AND COST RECOVERY



- ➔ Remodeling of fee structures where cost profiles or City operations necessitate change for improved recovery or more efficient or accurate collections.
- ➔ Full support and flexibility to complete the administrative record and pursue successful adoption/implementation of proposals.
- ➔ Reflection of **local values**, including internal perspectives and practices and existing City Council policy or common direction.

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WORK PLAN

ClearSource presents the following step-by-step work plan to complete the Comprehensive User Fee Study envisioned by the City of Roseville.

Task 1 | Study Orientation

The purpose of this task is to generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development procedures. Most significantly, this task includes a major upfront effort to examine prevailing fees for known issues and to discuss initial and potential modifications to structures and practices.

TASK 1.1 | ONSITE PROJECT KICK-OFF

Consultants will prepare for, attend, and facilitate one onsite event with City personnel to initiate the project. Events may be combined or separated into a series of meetings with involved internal stakeholders.

TASK 1.2 | ASSESSMENT OF PREVAILING FEES

Prior to project kick-off, ClearSource will evaluate prevailing schedules of fees under review. Assessment will include subjective effectiveness of current structures, in such terms as perceived cost recovery, perceived equity among different applicants/projects, alignment of fee categories with the manner in which work is performed currently, perceived or known competitiveness in the region, feasibility and accuracy of billing within current technology or practices, and other considerations.

TASK 1.3 | INITIAL STRUCTURE REMODELING

After project kick-off, ClearSource will draft an initial fee schedule, with categories and proposed charge bases only, stemming from

initial conversations, proposed solutions based on industry standards or regional influences, or initial concepts suggested by ClearSource. This initial fee schedule will be used as the basis for developing critical data inputs in Task 2; however, it does not have to represent the final structure of fees, as quantitative analysis in Tasks 2 and 3 will also inform recommended fee structures.

It is important for us to state that discussion of fee remodeling is intended to indicate our willingness to enact substantive change, should the City desire it. Unless our cost of service results indicate an absolute requirement that structures be altered, we are also amenable to continuance of prevailing practices, modified to current costs of service and other influences. In short, we are flexible to conditions on the ground once we arrive.

Task 2 | Develop Critical Inputs

The purpose of this task is to develop the necessary foundation for subsequent quantitative analysis. We will focus much of our initial work to develop the body of data that will inform every downstream element of the project.

TASK 2.1 | DEVELOP FINANCIAL DATA

Consultants will access detailed budget data from City staff and publicly available resources to describe:

- ➡ **Revenues:** Our preference is to examine a three- to five-year history of fee-related revenues at the lowest level of detail possible. To the extent applicable, fund/reserve performance will be included.
- ➡ **Personnel Costs and Organization:** This includes listing of full-time equivalent

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employees, salary and benefit costs, roles and lines of reporting, part-time personnel, and contracted personnel.

- ➔ **Operating Costs:** Line-item expenditures will be examined from the currently adopted budget. Additional examination of periodic expenses or capital investments will be researched. Fee schedules for any contacted personnel will be acquired and interpreted. And, internal charges or estimation for central services and/or general governmental overhead will be included.

TASK 2.2 | DEVELOP ANNUAL LABOR TIME

Consultants will determine availability of any existing labor time-tracking information within the Department. With or without tracked data, ClearSource will conduct onsite individual or group interviews using a questionnaire structure developed for this study to enable individual contributors to estimate a distribution of their annual time across core functions of service. Upon implementing time estimates developed through this process, ClearSource will follow-up remotely with any individuals where further information is warranted. Annual labor time profiles will be circulated to project leads and/or management within the department to enable review and eventual concurrence.

TASK 2.3 | DEVELOP SERVICE TIMES

Consultants will determine availability of any existing labor time-tracking information for different fee-related service categories. With or without tracked data, ClearSource will circulate a questionnaire to appropriate personnel, linked to the remodeled fee structure developed in Task 1, to estimate average or a range of service times for fee-related services. Where information is under-developed with staff input, ClearSource will apply our industry

experience to populate the analysis. Service time estimates will be circulated to project leads and/or management within the department to enable review and eventual concurrence.

TASK 2.4 | ANALYZE VOLUMETRIC STATISTICS

Consultants will gather from departmental personnel any existing data sets that will inform workload/activity levels for the fee-related services under review. This includes data such as numbers of applications and/or permits opened, in process, and closed over a pre-determined time period. Project attributes, such as valuations or other sizing may be necessary. Acquisition of statistical information from City databases will likely be requested throughout the study as issues for further analysis arise.

TASK 2.5 | RECONCILE ESTIMATES

To the degree possible, ClearSource will attempt to reconcile the body of information used: annual time, service time estimates, and service volumes, to ensure a reasonable portrayal of workload and related costs for these services.

Task 3 | Cost of Service Analysis

The purpose of this task is to generate the quantitative analyses that comprise the “cost of service” basis required by California law for cities to impose these fees as a matter of City Council discretion. The result of this series of analysis is the maximum fee amount that may be imposed as a fee for service.

TASK 3.1 | FULLY BURDENED HOURLY RATES

ClearSource will develop a model to compute fully burdened hourly rates for work performed in each division and/or department contributing to the fee-related services under review. (It is possible that direct service providers exist

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outside the responsible department for a particular fee category. To portray an accurate “full cost of service,” time for each contributor should be considered, unless a separate revenue stream is in place for those other divisions/departments.)

Fully burdened hourly rates will be developed three ways: as a composite rate for the participating division, composite rates for classes (subsets) of contributors within each participating division, and individual rates for each contributor. Rates will also be expressed in multiple ways: per available hour, per productive hour, and per direct service hour to enable flexibility in how the City prefers to value increments of time.

The ClearSource model will be built to illustrate the “full cost of service,” encompassing labor costs, non-labor operating costs, departmental administration, central services/general governmental administration, periodic investments, and a reserve funding requirement, if applicable. These costs will also be expressed by function of service within each division. The ClearSource model will enable the City to include or exclude these cost layers in its final outcome, should current or eventual policy direct away from full cost recovery.

Finally, the ClearSource model will be able to compare total annual cost of service for each division against annual revenues available to provide a global view of cost recovery for programs. This can inform any overall revenue impacts that may be warranted.

TASK 3.2 | ACTIVITY COST OF SERVICE

ClearSource will develop a model to compute the cost of service at the activity level for fee-related services. This will involve applying fully burdened hourly rates to service time estimates and incorporating project-specific direct expenses applicable. The analysis will be

structured to follow any proposed remodeled fee structure, as well as any additional services for which new fees will be considered.

The cost of service model will enable comparison to existing fee levels to determine prevailing cost recovery levels. From that point, internal discussions may ensue as to appropriate or desired changes to fees and fee levels to enhance cost recovery, if in line with City policies, goals, or values.

The cost of service model will also be structured to enable calculation of revenue impacts, if adequate data is available.

Task 4 | Fee and Impact Analysis

The purpose of this task is to develop the updated schedule of fees for Citywide direct services. This task will be influenced by the cost of service results developed in Task 3, regional competitiveness, and local values and/or City policy.

TASK 4.1 | REGIONAL FEE COMPARISON

ClearSource will prepare a limited-scope comparison of fees to up to ten municipalities selected by the City, neighboring or elsewhere in California. Comparison will be limited to fee categories of particular interest and will be best accommodated in areas, such as development review, by creating profiles for an array of “typical” projects in the community. Rather than comparing fee to fee, in many cases, identifying attributes for a sample project subject to multiple fees is a more meaningful comparison.

TASK 4.2 | COST RECOVERY POLICY

Consultants will work with departmental management to develop targeted cost recovery at the activity level for eventual proposal to the City Council. Cost recovery targets will be applied to activity costs of service to inform a

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proposed fee amount. Subsidy amounts will be identified.

TASK 4.3 | FEE SCHEDULE

Consultants will develop a master fee schedule for the City, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to other City departments, who may have responsibility for maintaining Citywide schedules of fees. If desired, the master fee schedule developed can also include a tool for subsequent annual inflationary adjustments to the established fee structures.

TASK 4.4 | COMPARATIVE FEE IMPACTS

Where fee structures are remodeled extensively, ClearSource will prepare targeted schedules comparing changes to fees, individually and for a selection of sample projects. This comparison assists in presenting and communicating changes to fee structure, and also, it enables further testing of the reasonableness and accuracy of substantial changes to fee approach.

TASK 4.5 | REVENUE IMPACTS

Upon finalizing fee proposals, ClearSource will attempt to quantify revenue impacts of proposals, depending on data availability and reliability on past workload at the activity level. Subsidies by other funds will be identified. If applicable, fund/reserve performance will be projected, as feasible from available data.

TASK 4.6 | FEE POLICIES AND PRACTICES

Where needed, consultants will provide recommendations and industry information regarding relevant fee policies and practices which may impact cost recovery, including the use of waivers, any billing and deposit management procedures, and collections issues.

Task 5 | Report and Tools

The purpose of this task is to provide the formal documentation encompassing the work and outcomes of the study, as well as deliver the tools developed throughout the study for the City's ownership and future use.

TASK 5.1 | DRAFT REPORT

ClearSource will prepare a narrative description of the study, describing key data and assumptions, cost of service outcomes, fee proposals, and impacts. The report will include tables and charts to explain findings, and it will include the complete quantitative analysis as the justification for proposed fees. Reports will be issued in portable document format (PDF) for digital distribution and any necessary printing by the City.

It is expected that City personnel will review an initial iteration of the draft report, and ClearSource will modify it before it becomes a document delivered to the City Council and available to the public.

TASK 5.2 | PRESENTATION/SUMMARY

ClearSource will develop a presentation or summary packet for use in communicating proposals to the City Council and any stakeholders.

TASK 5.3 | STAFF REPORT AND NOTICING

ClearSource will assist City staff in the preparation of the staff report delivered to the City Council as part of the normal agenda process. Consultant will also assist in the drafting of a notice of the public hearing at which fee proposals will be considered for approval.

TASK 5.4 | FINAL REPORT

Upon review and feedback from the City Council, consultants will revise the draft report

SCOPE OF SERVICES

and accompanying fee proposals to incorporate direction received from Councilmembers. The final report will be issued for the City's public hearing process for implementation of fee proposals. Reports will be issued in PDF for digital distribution and any necessary printing by the City beyond the requested bound and unbound copies delivered by consultants.

TASK 5.5 | MODEL/WORK PAPER DELIVERY

Upon issuance of the final report, ClearSource will deliver editable versions of all models, documentation, and associated work papers to the City for future use. Models will be delivered in Microsoft Excel and PDF. Documentation will be delivered in Microsoft Word and PowerPoint and in PDF. Additional work papers developed will be delivered in the format in which they were created and in PDF.

TASK 5.6 | STAFF TRAINING

At the time of the City's choosing, ClearSource will facilitate an event to train staff in the use and update of the cost of service models, in an effort to ensure future sustainability of fee outcomes produced by this study.

Task 6 | Engagement

The purpose of this task is to facilitate a meaningful level of interaction between consultants, City personnel, and City

Councilmembers with the goal of successful approval, implementation, and ongoing maintenance of study proposals.

TASK 6.1 | DEPARTMENTAL INTERACTION

In addition to the project kick-off event described in Task 1, ClearSource anticipates additional site visits to engage with departmental personnel, such as:

- ➔ Events to develop data, particularly annual time from individual contributors.
- ➔ An interim review session upon initial completion of the cost of service analysis.
- ➔ A second interim review session to review the initial iteration of the draft report.

TASK 6.2 | CITY COUNCIL INTERACTION

ClearSource anticipates two events with the City Council:

- ➔ One meeting to present the draft report and receive feedback and direction on proposals.
- ➔ A public hearing to adopt the proposed fees contained in the final report.

Consultants will prepare materials for these sessions, present the study, and respond to City Council inquiries and/or enable Councilmember dialogue with supplemental information.

PROJECT SCHEDULE

ClearSource forecasts to **deliver reporting from this study 150 days from project commencement**. These reporting documents will enable final presentation, final edits based on City Council review and input, and public

procedure thereafter along the City's timeline and legislative priorities.

Figure 3 illustrates the estimated time for completion of our previously described work plan tasks and timing of deliverables.

SCOPE OF SERVICES

FIGURE 3 | ESTIMATED PROJECT TIMELINE

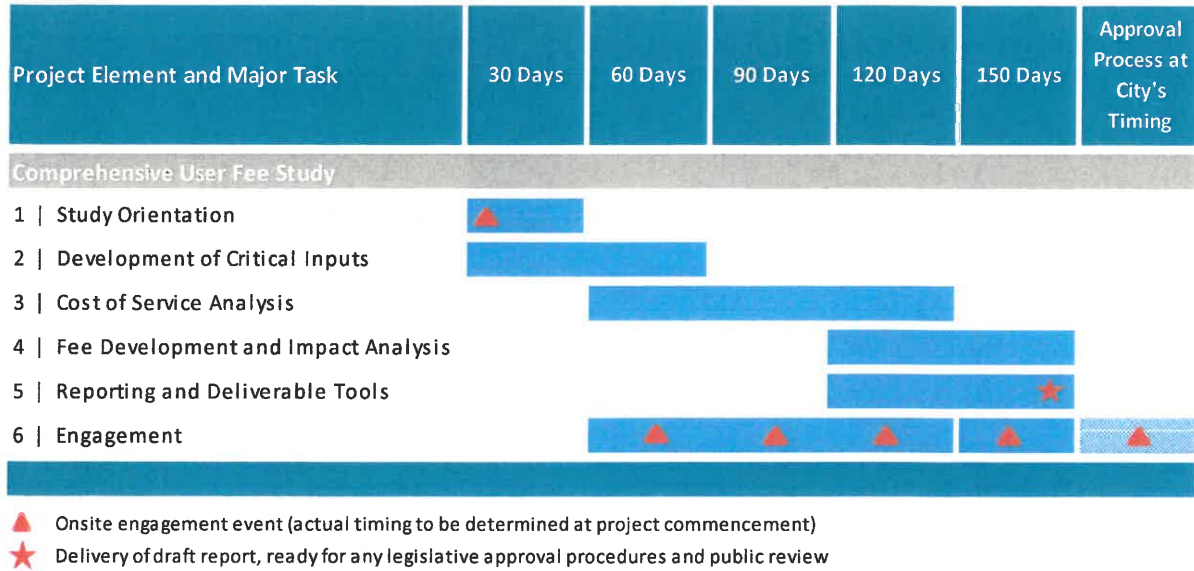


EXHIBIT “B”

FEE PROPOSAL

CONSULTING FEE

Maximum Not to Exceed Price

For the complete Comprehensive User Fee Study, ClearSource presents the following fee:

➔ **Total Project: \$27,600**

This total fee is based on ClearSource's historical familiarity with and understanding of the City's prevailing Master Fee Schedule, illustrating the breadth of potential direct, fee-related services that may fall under review in this effort. Our proposal ensures that **all user and regulatory fees eligible for the methodology can be analyzed** without shortcuts or explanations for non-analysis.

This fee includes all direct and indirect costs associated with our professional labor, as well as applicable direct expenses for the project.

Components of the Maximum Price

Figure 4 on the following page illustrates the detail behind our presented maximum price for the project. This includes labor time paired with hourly rates and expenses by task described in the ClearSource work plan.

Manner of Payment

ClearSource will issue monthly progress reports to the City. Accompanying invoices will be based on hours recorded to the project, with final invoice not submitted until work is completed as scoped in our work plan. Total invoices will not exceed the maximum price presented here.

FIGURE 4 | PROJECT FEE DETAIL

Project Element and Major Task	ClearSource Labor			Total Project	
	Proj. Mgr. Principal	Senior Cons.	Senior Analyst	Professional Labor	Consulting Fee
	Madsen	Hahn	Jones		
Professional Hourly Rates:	\$150	\$150	\$150		
Comprehensive User Fee Study					
1 Study Orientation	8	0	0	8	\$ 1,200
2 Development of Critical Inputs	16	0	24	40	\$ 6,000
3 Cost of Service Analysis	28	10	18	56	\$ 8,400
4 Fee Development and Impact Analysis	16	8	16	40	\$ 6,000
5 Reporting and Deliverable Tools	12	4	8	24	\$ 3,600
6 Engagement	12	0	4	16	\$ 2,400
Subtotal Fee for Single Element	92	22	70	184	\$ 27,600
Grand Total Not to Exceed Fee for All Elements	92	22	70	184	\$ 27,600



COUNCIL COMMUNICATION

CC #: 0401
File #: 0215-01

Title: Public Facilities Fee Program Nexus Study Update - Professional Services Agreement
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Economic and Planning Systems (EPS), for a Public Facilities Fee nexus study update.

BACKGROUND

The City contracted with Economic and Planning Systems (EPS) to perform a Public Facilities Fee program nexus study which was effective October 1, 2015. California Government Code Section § 66001(d) requires that every fifth year the City shall make certain findings with respect to the Public Facilities Fee program. Prior to the next five year report, the City would like to perform a nexus study on the Public Facilities Fee to confirm that the fee is in line with the City's development needs. The City has had a relationship with EPS for many years on various projects and wants to retain it as a consultant for the Public Facilities Fee nexus study. The vendor was selected based on their excellent performance in producing the current nexus study and their technical expertise with this type of work. EPS is a land economics consulting firm with over 30 years of experience in the full spectrum of services related to fiscal impact analysis, public finance, and real estate market analysis.

FISCAL IMPACT

The total compensation shall not exceed \$35,000. Funding for this service is already included in the adopted FY2019-20 Public Facilities Fee Fund operating budget.

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)).

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-462

PSA-Public Facilities Fee Program Nexus Study Update

RESOLUTION NO. 19-462

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a 2019 Public Facilities Fee Program
Nexus Study Update, by and between the City of Roseville and Economic and Planning Systems,
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
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

2019 Public Facilities Fee Program Nexus Study Update

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and Economic and
Planning Systems Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of assumptions and
methodology updates, technical analysis and Nexus Study Report for the 2019 Public Facilities
Fee Program Nexus Study Update; and

WHEREAS, CONSULTANT has prepared a proposal dated September 10, 2019, 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 thirty-five thousand dollars (\$35,000.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices 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'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 provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. 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.

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

9. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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

Dennis Kauffman
Chief Financial Officer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Jamie Gomes
Managing Principal
400 Capitol Mall, 28th Floor
Sacramento, CA 95814

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

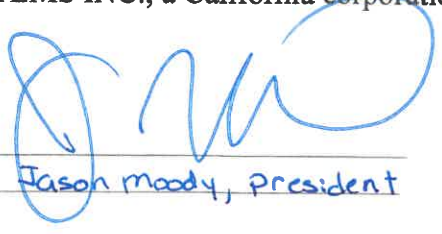
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

BY: _____
DOMINICK CASEY
City Manager

ECONOMIC AND PLANNING
SYSTEMS INC., a California corporation

BY: 
its: Jason maddy, president
and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY:

its:


SECRETARY

BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT “A”

September 10, 2019

Jeannine Thrash
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Proposal for City of Roseville Public Facilities Fee Program
Nexus Study Update; EPS #192127

Dear Jeanine:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to submit this proposal to prepare a Public Facilities Fee (PFF) Program Nexus Study Update for the City of Roseville (City). EPS prepared the PFF Program Nexus Study—2015 Update and looks forward to working with the City to prepare the 2019 PFF Program Nexus Study Update. This letter and enclosed Scope of Work describe EPS's understanding and approach to completing the Nexus Study Update.

Project Understanding

This project will include several components as summarized below:

- **Assumptions and Methodology Updates:** EPS will work with the City to update the underlying assumptions and methodology for the PFF Program Nexus Study Update. The assumptions include estimates of existing and future development, facilities requirements and costs to be funded by the PFF Program, the value of existing facilities, the portion of the facilities needed to serve new development, and City facility standards.
- **Technical Analysis and Nexus Study Report:** EPS will prepare a technical analysis that calculates the development impact fees by facility type and land use type using the updated data and cost allocation methodology from the previous step.
- **Nexus Study Report:** EPS will prepare a PFF Program Nexus Study Update report that details the proposed fees and establishes the legally required nexus findings for implementing the fees.

The enclosed Scope of Work (**Attachment A**) details the work program for completing the PFF Program Nexus Study.

The Economics of Land Use



Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Key Personnel

EPS Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. EPS will assign a Project Manager responsible for conducting the day-to-day management of this project at a later date. Additional EPS staff will participate in the project as needed.

Budget

EPS recommends establishing a budget of **\$35,000** to update the Nexus Study. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work EPS completes up to authorized budget. If additional work is required beyond the scope identified in **Attachment A**, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's 2019 Staff Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

EPS looks forward to working on this project and will strive to meet your scheduling needs. To approve this proposal, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. Thank you very much for your consideration of this proposal. Please call me at (916) 649-8010 if you have questions or require changes to this proposal.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)



Jamie Gomes
Managing Principal

Attachments

Approved:

Jeannine Thrash, City of Roseville

Date

Attachment A Work Program Roseville Public Facilities Impact Fee Update

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to prepare a Nexus Study Update for the City of Roseville (City) Public Facilities Impact (PFF) Program. A description follows of the work program EPS will complete to produce the Nexus Study Update.

Tasks

EPS will determine development impact fees for capital improvements by evaluating the needs of the City, projected new development, and the provisions of California Government Code Section 66000. The updated PFF Program methodology will draw on industry best practices.

Two key components to calculating fees are the projected costs of the capital improvement programs (CIP) to be allocated and the basis for allocation. EPS will draw data for costs from the existing CIP and updated City data. In addition, EPS will review costs using expenditures derived from comparable project information, in-house resources, and cost estimation manuals as necessary. EPS then will allocate the projected costs to each land use, based on dwelling unit equivalents (DUEs). Depending on the benefiting units, DUEs will vary by fee program component as necessary (e.g., City Hall, Corporation Yard, etc.), which may be the average number of residents per dwelling unit by land use, total building square feet, or some other factor that correctly assigns benefit to a developing parcel of land.

EPS proposes to complete the Nexus Study Update using the following work plan:

- **Task 1:** Update Public Facility Fee Program and Prepare Nexus Study Update
 - **Subtask 1.1:** Review Existing 2015 Public Facilities Fee Update
 - **Subtask 1.2:** Review and Update Land Use Assumptions
 - **Subtask 1.3:** Review and Refine Facility Standards and Costs
 - **Subtask 1.4:** Prepare Nexus Analysis and PFF Program Technical Analysis
 - **Subtask 1.5:** Prepare and Present Nexus Study Update Report

Subtask 1.1: Review Existing 2015 Public Facilities Fee Update

In this subtask, EPS will review the current PFF Program Nexus Study—2015 Update, which was also prepared by EPS (May 14, 2015), and evaluate the methodology, assumptions, and findings. The purposes of this evaluation are to identify assumptions and methodologies that need to be updated to reflect current conditions and policies. This evaluation will consider whether any facilities should be added or removed from the PFF Program.

Subtask 1.2: Review and Update Land Use Assumptions

In this subtask, EPS will assemble land use capacity and development forecasts, which will be used to estimate new facility needs and in the cost allocations.

In coordination with the City, EPS will research, assemble, and analyze the City's existing housing inventory and land use and demographic data to estimate the amount of existing development in each land use category. This estimate may include the use of industry standards for population and employment densities, floor-area ratios, and planning documents, as available. The City will assist EPS in providing a summary of the existing land use and development base; needed City planning documents; and other appropriate maps, documents, or data. In addition, other published demographic data sources may be used to provide additional support (e.g., Claritas, California Department of Finance).

As necessary, EPS will review prior nexus studies, current City General Plan documents, existing and proposed specific plan documents, development capacity, and City data on planned and proposed development.

Once the land use data is obtained, EPS will prepare a schedule of land uses for both existing and anticipated future growth to form the basis of the Nexus Study Update. EPS will prepare a table set summarizing preliminary land uses for review. Before finalizing the Nexus Study Update in **Subtask 1.5**, EPS and the City will examine changes in existing and potential land uses and adjust key land use assumptions as necessary to ensure the most relevant growth forecast.

Subtask 1.2 Deliverable

Table Set #1: Preliminary Land Use Assumptions

Subtask 1.2 Meetings

Conference Call #1: Discuss land use assumptions

Subtask 1.3: Review and Refine Facility Standards and Costs

EPS will analyze the value of existing and proposed public facilities. Using existing City documents, nexus studies, and other data provided by the City, EPS will review, validate, and confirm the value of existing facilities.

In addition, EPS will work closely with the City to develop and review the existing CIP and projected cost of public facility needs projected to serve future development. EPS understands that updated information on projects, current cost assumptions, outstanding debt obligations, and associated data will be provided by the City's Finance Department.

EPS will work with the City to update costs where necessary. Typical public facility costs will be derived from comparable project information supplemented by in-house resources and cost estimation manuals as necessary.

Subtask 1.3 Deliverable

Table Set #2: Preliminary CIP Cost Assumptions

Subtask 1.3 Meetings

Conference Call #2: Discuss CIP cost assumptions

Subtask 1.4: Prepare Nexus Analysis and PFF Program Technical Analysis

In this task, EPS will calculate the development impact fees for public facilities identified in **Subtask 1.3** above. The development impact fees will be estimated by land use, based on the nexus requirements of California Government Code Section 66000, and on standard methods of allocating costs. EPS will use the following methodology:

- **Review/Revise DUE Factors.** Development impact fees typically are based on DUEs for various land uses. DUEs convert the demand for public facilities into similar-measurement units for various land uses. These DUEs measure the demand for facilities generated by each land use type. In conjunction with City staff, EPS will review and revise, if necessary, the DUE factors for each land use to be charged.
- **Distribute Infrastructure Costs by Land Use.** Based on existing and forecasted development established in **Subtask 1.2**, EPS will determine the DUEs that will benefit from the capital improvements proposed for each fee component. The facility costs then are allocated to each land use, based on the relative demand for or benefit from each facility component. As such, a cost per DUE would be established.
- **Apply DUE Factors to Determine Fee.** The DUE factors multiplied by the cost per DUE would determine the development impact fee by land use.
- **Incorporate an Administrative Fee Component.** The City will include an administrative cost component to the fee, which would allow the City to recover administrative costs in administering the fee program.

EPS will review, and adjust if necessary, the current methodology to automatically adjust the fee on an annual basis. EPS will summarize the fees by land use for the City's review.

Subtask 1.4 Deliverable

Table Set #3: Preliminary Fee Calculation

Subtask 1.4 Meetings

Staff Meeting #1: Discuss preliminary fees and allocation methodology

Subtask 1.5: Prepare and Present Nexus Study Update Report

Based on a review of the key assumptions, subsequent feedback, and the analysis prepared in previous subtasks, EPS will prepare an Administrative Draft Nexus Study Update for City staff review and comment. The study will state the proposed fees for each land use and the necessary supporting analysis and findings. Following the internal review, EPS will prepare a Public Review Draft Nexus Study Update Report for stakeholder review.

With the feedback and comments obtained from these reviews, EPS will prepare a Draft Hearing Report for City Council and seek approval or direction. If the City Council requests adjustment to the report before adoption, EPS will revise the analysis and Hearing Report as needed for a final City Council presentation.

Task 1.5 Deliverables

Presentation materials for stakeholder and public meetings

Report #1: Administrative Draft PFF Nexus Study Update

Report #2: Public Review Draft PFF Nexus Study Update

Report #3: Draft Hearing Report

Subtask 1.5 Meetings

Staff Meeting #2: Discuss nexus findings with City staff

Public Meeting #1: Discuss nexus findings with stakeholders

Public Meeting #2: Discuss nexus findings with stakeholders

Council Meeting #1: Present Draft Hearing Report for City Council consideration

As detailed above for **Subtask 1.4** and **Subtask 1.5**, EPS envisions that up to five meetings with City staff, City Council, and the community will be necessary to complete **Task 1**. The meetings include two meetings with staff to discuss findings, two stakeholder workshops, and one City Council presentation. These meetings are included in this scope and budget. If additional meetings or presentations are required, EPS will request that the City consider additional budget authorization.

2019 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$260-\$300
Senior Principal	\$300
Principal	\$235-\$255
Executive/Senior Vice President	\$235
Vice President	\$210
Senior Technical Associate	\$195
Senior Associate	\$180
Associate	\$165
Research Analyst II	\$125
Research Analyst I	\$95
Production and Administrative Staff	\$80



Billing rates updated annually.



COUNCIL COMMUNICATION

CC #: 0412

File #: 0721

Title: Mobility Management Grant Amendment Authorization
Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute Caltrans Standard Agreement #64AM18-00749 Amendment #1 for a one-year term extension from November 16, 2019 to November 15, 2020 for the Mobility Training Program, and for the City Manager or his designee to execute all related forms and agreements.

BACKGROUND

The Federal Transit Administration Section 5310 grant program is administered by Caltrans and provides funding for programs that enhance the mobility of seniors and individuals with disabilities. The City operates the South Placer Regional Mobility Training Program (Mobility Training Program) on behalf of the Western Placer Consolidated Transportation Services Agency (WPCTSA) with the support of the Placer County Transportation Planning Agency (PCTPA) Transit Operators Working Group (TOWG). The purpose of this program is to equip seniors and persons with disabilities with the experience and information they need to travel independently using transit services provided by Roseville Transit, Placer County Transit, and Auburn Transit. The City contracts with Paratransit, Inc. to provide the professional mobility training.

The City has a current agreement with Caltrans for Federal Fiscal Year 2016/17 Section 5310 grant funds for operation of the Mobility Training Program. The grant agreement was funded for a two-year cycle with the understanding that, upon demonstration of success in meeting grant deadlines and project objectives by the City, the agreement would be eligible for amendment to extend the term for one year beyond the current end date of November 15, 2019. Caltrans has offered to amend the contract at this time to continue the Mobility Training Program performance period through November 15, 2020, to utilize the remaining grant funds.

FISCAL IMPACT

The Mobility Training Program is funded primarily by FTA Section 5310 grants with the required 20% match funded by State toll credits. If State toll credits are unavailable, the match will be

provided by the Consolidated Transportation Service Agency (CTSA) Fund. Monies in the CTSA fund are Transportation Development Act (TDA) monies provided by WPCTSA for regional transit programs. No General Fund resources are used for this program.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-471

Caltrans 64AM18-00749 Amendment #1 - Mobility Training

RESOLUTION NO. 19- 471

APPROVING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD AGREEMENT AMENDMENT NO. 1 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL RELATED FORMS AND AGREEMENT

WHEREAS, Caltrans manages the Enhanced Mobility of Senior and Individuals
with Disabilities Program, also known as the Mobility Management Program; and

WHEREAS, this program offers FTA Section 5310 grant funds for local
programs that provide mobility management services to seniors and persons with
disabilities; and

WHEREAS, the City's funding for the program is administrated by Caltrans
through Standard Agreement #64AM18-00749, which is expiring November 16, 2019;
and

WHEREAS, Amendment No. 1 to that agreement will extend the term of the
agreement through November 15, 2020 and allow the City to complete the initial two-
year roll out of the program; 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 and all related forms 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

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF RAIL & MASS TRANSPORTATION

CONTRACTOR'S NAME: **City of Roseville**

2. The term of this Amended Agreement is:

FROM: **November 16, 2018** TO: **November 15, 2020**

3. The parties agree to comply with the terms and conditions of the exhibits to the original Agreement, which are by this reference made a part of the Amended Agreement.

Exhibit A - Project Summary and Scope of Work

Exhibit B - Project Management and Payment Provisions

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

Exhibit E - 49 USC Section 5333(b) Special Warranty for 5311 Program and 5339 Program (if required)

IN WITNESS WHEREOF, this Amended Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of Roseville		
BY (Authorized Signature in Blue Ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Dour, Alternative Transportation Manager		
ADDRESS 316 Vernon Street, Suite 150 Roseville CA 95678		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue Ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	0.00
Prior Encumbrance	\$135,000
Total Encumbrance	\$135,000

Unit	Project ID	Phase	Object	Amount	State FY
3742	0017000186	S	049	\$135,000	16/17

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue Ink) 	DATE SIGNED
--	-------------

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A
AMENDED PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: CA

Hours when PROJECT shall operate: Start: 8:00 am End: 4:45 pm

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: South Placer County

Detailed Description of Work:

Mobility Management funding for a regional Mobility Training Program to provide professional level instructional service and supports to persons with disabilities, seniors and other individuals who need assistance to use transportation independently. The UZA for this project is SACOG.

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost	Federal Share %	Local Share %
11.7L.00	Mobility Management	\$135,000	0.00	0.00	\$135,000	100.00%	0.00%

Contract Schedules:

Project Schedule:

Performance Start 11/16/2018
Performance End 11/15/2020
Last Date to Amend 10/15/2020
Agreement Expires 11/16/2020
Final Invoice Due 01/15/2021

Construction/RE Acquisition:

Enviro CEQA/NEPA
Design (PS&E)
Right of Way
Construction

Procurement Schedule:

Bid Package to Caltrans
Issue RFP/IFB
Award Contract/PO
Final Delivery/Install

Caltrans Project Contact:

Contact Name

Jackie Fleck

Email Address

Jackie.fleck@dot.ca.gov

Phone Number

916-654-9979

The parties agree that the information set forth in this Amended Agreement accurately describes the Project, its current scope and its current schedule. All other terms and conditions of the original Agreement shall remain in full force and effect.



COUNCIL COMMUNICATION

CC #: 0394

File #: 0704

Title: Adventure Club Community Care Licensing Division Administrative Organization Update

Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the update of the Department of Social Services (Community Care Licensing Division) Administrative Organization Form that names Parks, Recreation & Libraries Supervisors Melanie Nett and Christie Dentry as the contact persons who meet the administrator's qualifications as outlined in section 101215 of the Child Care Center General Licensing Requirements.

BACKGROUND

The City of Roseville has offered licensed child care services through the California Department of Social Services for the past 32 years at elementary schools in Roseville. As part of the licensee requirements, the Department of Social Services, Community Care Licensing Division has requested a resolution to authorize and update the application with new authorized representatives. The current authorized representatives are both retired and are no longer employed by the City of Roseville. The updated Administrative Organization Form names Parks, Recreation & Libraries Supervisors Melanie Nett and Christie Dentry as the contact persons who meet the administrator's qualifications as outlined in Section 101215 of the Child Care Center General Licensing Requirements.

FISCAL IMPACT

There is no fiscal impact from this administrative process.

ENVIRONMENTAL REVIEW

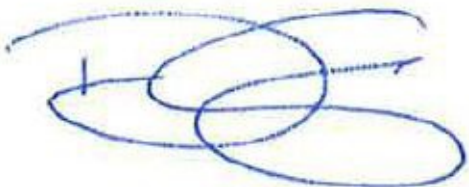
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The update of contact names for child care licensing meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kristi LaRoche, Parks, Recreation & Libraries Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-453

RESOLUTION NO. 19-453

APPROVING CONTACT PERSONS FOR THE DEPARTMENT OF SOCIAL SERVICES,
COMMUNITY CARE LICENSING DIVISION ADMINISTRATIVE
ORGANIZATION UPDATE

WHEREAS, the City of Roseville has offered child care services licensed through the California Department of Social Services (DSS) for the past 32 years; and

WHEREAS, the DSS Community Care Licensing Division has requested a resolution to authorize and update the application with the current authorized representative(s) for the City of Roseville; and

WHEREAS, Melanie Nett and Christie Dentry meet the administrator qualifications as outlined in Section 101215 of the State of California DSS Child Care Center General Licensing Requirements; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville that Recreation Supervisors Melanie Nett and Christie Dentry be listed as the contact persons for the Department of Social Services, Community Care Licensing Division Administrative Organization Update.

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



COUNCIL COMMUNICATION

CC #: 0405
File #: 0109-02

Title: Street Closure Request - 58th Annual Sylvia Besana Holiday Parade - November 23, 2019
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with the Downtown Roseville Partnership and authorizing the City Manager or his designee to execute it. Additionally, approve the following street closures from 7:00 a.m. – 12:30 p.m. on Saturday, November 23, 2019 for the 58th Annual Sylvia Besana Holiday Parade.

Vernon Street	between	6th Street and Lincoln Street
Folsom Road	between	Vernon Street and Roseville Square Shopping Center
S. Grant Street	between	Oak and Atlantic Street
Pratt Street	between	Vernon Street and Oak Street

BACKGROUND

This will mark the 58th year of the Annual Sylvia Besana Holiday Parade. The parade's name is in memory of one of Roseville's finest volunteers, and one of the founding members of this annual tradition.

The parade is organized by the Downtown Roseville Partnership and is set to start at 10:30 a.m., Saturday, November 23, 2019. The route will begin at the intersection of Riverside/Douglas/Vernon, proceed east along Vernon Street, turn right at Folsom Road and finish behind the Roseville Square Shopping Center. Staging and registration for the parade will take place in the area of Vernon Street and Sixth Street.

In addition, the Downtown Roseville Partnership will be holding a craft fair and activities on the Vernon Street Town Square from 9:00 a.m. to 1:00 p.m., however the street closures will be removed at the conclusion of the parade.

Business and property owners will continue to be notified of street closures in the downtown Roseville area through the monthly Traffic Alert e-newsletter. Staff has also submitted a Downtown Street Closure Notification letter to designated representatives of the Downtown Roseville

Merchants and the Downtown Roseville Partnership

In addition, street closure information will be posted on the City of Roseville website.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. All costs associated with this event for City services will be reimbursed by the Downtown Roseville Partnership.

ENVIRONMENTAL REVIEW

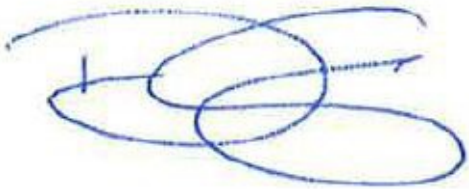
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(b)(3) and §15378.

The Sylvia Besana Holiday Parade event meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-466

Street Closure Agreement_Sylvia Besana Parade

RESOLUTION NO. 19-466

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding the 58th Annual Sylvia Besana Holiday Parade, between the City of Roseville and Downtown Roseville Partnership, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: 58th Annual Sylvia Besana Holiday Parade

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation ("CITY"), and Downtown Roseville
Partnership, a California non-profit corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the 58th
Annual Sylvia Besana Holiday Parade ("Event") to be held on Saturday, November 23, 2019;
and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 7:00 a.m. and 12:30 p.m.
on Saturday, November 23, 2019.
 - a. Vernon Street, between 6th Street and Lincoln Street; and
 - b. Folsom Road, between Vernon Street and Roseville Square Shopping
Center; and

c. S. Grant Street between Oak Street and Atlantic Street; and

d. Pratt Street, between Vernon Street and Oak Street.

3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:30 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER 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, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER'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.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.
8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.
9. No alcoholic beverages shall be sold on City streets or property.
10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.
11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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 PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DOWNTOWN ROSEVILLE
PARTNERSHIP, a California non-profit
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Vice President, ORP

SIGNATURES CONTINUED ON FOLLOWING PAGE

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Treasurer

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DION LOUTHAN
Assistant City Manager



COUNCIL COMMUNICATION

CC #: 0404
File #: 0109-02

Title: Street Closure Request - Christmas Tree Lighting Event - December 5, 2019
Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to approve street closures for the Christmas Tree Lighting event on Thursday, December 5, 2019.

Closure time: 2:00 p.m. – 10:00 p.m.

- Vernon Street between Taylor Street and East Washington Boulevard
- S. Grant Street between Oak Street and Atlantic Street

Included in the resolution is the option to close the ground level of the Vernon Street parking garage in the event of inclement weather on Wednesday, December 4, 2019 for the Tree Grove event and/or Thursday, December 5, 2019 for the Tree Lighting event.

BACKGROUND

The Downtown Holiday Celebration consists of three events during the week of December 3-5, 2019. Two of the events, Tree Grove and Tree Lighting, are larger events, with high attendance numbers. On December 5, the City of Roseville's Christmas Tree will officially be lit by the Mayor on the Vernon Street Town Square (VSTS). The event time is 6:00 – 8:00 p.m. An old-fashioned celebration is planned along with the tree lighting, which will include cookie decorating, a kid's activity zone, live music, holiday performances, food trucks, craft vendors and a visit from Santa.

The Tree Grove celebration on Wednesday, December 4, creates an opportunity for community organizations and businesses to purchase and decorate a holiday tree in the VSTS to show their holiday spirit and market their organization or business. The trees typically remain on display in the square for up to 10 days, weather permitting.

Due to the potential for rain at this time of year, staff is requesting use of the first floor of the Vernon Street parking garage, only in the event of inclement weather on Wednesday, December 4 and/or Thursday, December 5, for the Tree Grove and/or Christmas Tree Lighting events. The space would be used to host food, vendors and activities. Should this secondary plan be put in place, several parking spaces around the Civic Center will be reclassified as ADA (Americans With Disabilities Act) parking.

In addition to notifying residents and businesses directly impacted, staff will communicate the street closures with the Downtown Roseville Merchants Association and the Downtown Roseville Partnership Roseville.

In addition, street closure information will be posted on the City of Roseville website.

FISCAL IMPACT

The budget for the Tree Lighting event is \$24,307.00 with an expected vendor and sponsorship revenue amount of \$9,550.00. The net expenditure of \$14,757.00 is included in the approved FY2019-20 Parks, Recreation & Libraries Department budget.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Kristi LaRoche, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-465

RESOLUTION NO. 19-465

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF CERTAIN STREETS FOR
THE 2019 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY

WHEREAS, City staff is requesting the closure of certain streets for the 2019 Annual Christmas Tree Lighting Ceremony, and

WHEREAS, the Council desires to formally approve said request, with certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold the 2019 Annual Christmas Tree Lighting Ceremony ("the event") on Thursday, December 5, 2019, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 2:00 p.m. and 10:00 p.m. on Thursday, December 5, 2019:

- a. South Grant Street between Oak to Atlantic Streets; and
- b. Vernon Street, between Taylor Street and East Washington Boulevard.

2. Authorizing use of the first floor of the parking garage, only in the event of inclement weather on Wednesday, December 4, 2019 for the Tree Grove event and/or Thursday, December 5, 2019 for the Tree Lighting events.

3. Adequate barriers and warning signs, as requested by the Public Works Director, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

4. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and all streets and alleyways shall be reopened to traffic by 10:00 p.m. on the date of the event.

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



COUNCIL COMMUNICATION

CC #: 0395

File #: 0704

Title: Pre-Qualification Procedure for Certain Parks, Recreation & Libraries Projects

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

Meeting Date: 11/6/2019

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Recommend Council approve the pre-qualification process set forth in the attached Department of Industrial Relations (DIR) publication (Attachment 1), including the approval of the DIR uniform rating system and modified experience ratings, for specific parks and recreational capital projects to be bid and/or begin construction in the 2020 calendar year; approve the appeals process set forth in the attached Notice to Contractors (Attachment 2); and authorize the City Manager to appoint an appeals panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

BACKGROUND

The City of Roseville potentially will bid numerous parks and recreation projects during the 2020 calendar year. These projects include:

1. John L. Sullivan Park (WB-51) located off Solaire and Summerfaire Drives in Westbrook. The project is targeted to begin in spring 2020. This is a 4.4-acre neighborhood park site and will be constructed by the City.
2. F-101 Pocket Park, located just north of North Hayden Parkway in the Fiddymment Farm area of West Roseville. This is a 1.5-acre pocket park to be constructed by Signature Homes. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
3. Denio Family Park (F-54), located off of Blue Oaks in the West Roseville area. The overall site is 95.5 acres, however, approximately 75% of the site will remain undeveloped. Depending on the availability of General Fund resources for ongoing park maintenance, the park, or a portion thereof, may be constructed.
4. Long Field Sports Complex, located off of Blue Oaks in the West Roseville area. Depending on the availability of General Fund resources for ongoing park maintenance, the park, or a portion thereof, may be constructed. This parcel is approximately 25 acres.

Due to the need to more effectively and efficiently administer the construction of these projects, the construction season window has narrowed due to regulatory guidelines such as storm water pollution and prevention, air quality, etc. Additionally, the current construction environment has

affected the overall industry, making it more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all contractors and specific sub-contracting trades seeking to bid these projects.

In 1999, the Legislature enacted Section 20101 of the Public Contract Code to allow public agencies to require prospective bidders that wish to bid for public works projects to “pre-qualify” for the right to bid. To ensure objectivity, the DIR prepared a questionnaire and pre-qualification forms for contractor pre-qualifications (Attachment 1). While not mandatory that the City use these forms, such forms provide comprehensive guidance and are intended to meet all legal requirements relating to contractor compliance with apprenticeship programs and prevailing wage laws, occupational safety and health laws and other labor laws.

The Notice to Contractors regarding the pre-qualifications process is included as Attachment 2.

This pre-qualification process has been utilized since February 2013. The pre-qualification process has proven to be effective and staff was able to shorten the bidding period because the pre-qualification advertisement has already been completed. Through this process, numerous contractors have been prequalified to bid the park projects and the bids received have been competitive.

Rating System

The forms establish a uniform scoring system and allocate points for particular responses. A minimum rating will be required for a contractor to be deemed pre-qualified to bid. The standards set forth by the rating system consider minimum standards of bidders to include “trustworthiness, quality, fitness, capacity and experience”.

Appeals Process and Appointments

Public Contract Code Section 20101 also requires that the City establish a process that will allow prospective bidders to dispute their pre-qualification ratings prior to the closing time for receipt of bids. Included in this resolution, staff proposes an appeals process for the City Council’s approval. This proposal is substantially similar to the process suggested by the DIR.

Where a timely and completed application results in a rating below that necessary to pre-qualify, the contractor will be allowed to submit a written appeal within ten (10) working days of notification of their rating. If a contractor gives the required written notice of appeal and requests a hearing, the hearing will be conducted no more than ten (10) working days after receipt of notice.

The Appeals Panel will be comprised of one Assistant City Manager, the Director of Parks, Recreation & Libraries, and one member of staff who is an individual who has a professional understanding of public works bidding/projects and can assess the responses of the applicants. Examples of potential designees could include inter-department peers. No formal rules of evidence or similar procedures shall apply to the hearing, but the contractor will be given the opportunity to present information and reasons in opposition to the rating. The Appeals Panel will render its decision within three (3) business days after the conclusion of the hearing and that decision will be final. Should one of the projects be in progress, the appeals process shall not halt that bid. If the contractor successfully overturns a low rating, pre-qualifications shall apply to the remaining yet to be bid projects.

FISCAL IMPACT

There is no direct fiscal impact from approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution continue the results of attracting better qualified bidders, resulting in the best value for the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-454

Questionnaire

Pre-Qual Announcement

RESOLUTION NO. 19-454

APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS,
RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE
HEARING PROCESS FOR APPEALS

WHEREAS, California Public Contract Code Section 20101 authorizes public agencies to require prospective bidders that wish to bid for public works projects to “prequalify” for the right to bid; and

WHEREAS, the City of Roseville intends to bid out numerous parks and recreation capital projects during the 2020 calendar year; and

WHEREAS, these projects include:

- 1) John L. Sullivan Park (WB-51);
- 2) F-101 Pocket Park;
- 3) Denio Family Park (F-54); and
- 9) Long Field Sports Complex.

WHEREAS, in order to more effectively and efficiently administer the construction of these projects, staff has determined that it would be in the City’s best interests to pre-qualify all contractors seeking to submit bids for these projects; and

WHEREAS, Public Contract Code Section 20101 expressly authorizes the Department of Industrial Relations (DIR) to create model prequalification forms for the use by public entities utilizing the prequalification process, and the DIR has established such model forms; and

WHEREAS, Public Contract Code Section 20101 also requires public agencies to adopt an administrative hearing procedure allowing prospective bidders to challenge their pre-qualification scores; and

WHEREAS, the City Council has reviewed the DIR model forms, the DIR uniform rating system, and the appeals process proposed by the Parks, Recreation and Libraries Department (hereinafter, “Parks”); and

WHEREAS, by utilizing the prequalification process pursuant to Public Contract Code Section 20101 and the DIR model forms, the City of Roseville will maximize its compliance with current State law while attracting the most qualified, trustworthy, fit, experienced, and competent bidders when using the prequalification process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves use of the prequalification process for the certain Parks, Recreation & Libraries projects identified in this Resolution.

BE IT FURTHER RESOLVED by the City Council that the Director of Parks, Recreation & Libraries is hereby authorized to implement a contractor prequalification procedure for prospective bidders for these, which procedure shall be based upon the DIR model prequalification forms and the DIR uniform rating system.

BE IT FURTHER RESOLVED by the City Council that the administrative hearing process proposed by the Parks, Recreation & Libraries Department for prequalification appeals is hereby approved.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

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

PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON PUBLIC WORKS PROJECTS:

*The 1999 State Legislation and the
Model Forms Created by the
Department of Industrial Relations*



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INTRODUCTION AND OVERVIEW OF THE 1999 LAW AND ITS APPLICATION

I. IMPORTANT PROVISIONS OF THE 1999 LAW

In 1999, the Legislature enacted a law that allows many public agencies to require licensed contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public works project, or on public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

The law applies to all cities, counties, and special districts but does not apply to K-12 school districts (which have similar authority to create pre-qualification procedures, described in Public Contract Code section 20111.5, which was enacted in 1997).¹

The law does not require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met (described below), if a public agency chooses to adopt such a system.

In fact, the 1999 law allows a public agency to establish two different kinds of pre-qualification procedures for public works projects. The law allows a public agency to establish a pre-qualification procedure linked to a single project (Section 20101[d]). Or, the public agency may adopt a procedure by which a contractor may qualify to bid on projects which are put out for bid by that agency for a period of one year after the date of initial pre-qualification. (Section 20101[c]).

The law requires every public agency that creates either kind of pre-qualification procedure to:

(1) use a “standardized questionnaire and financial statement in a form specified by the public entity”(Section 20101[a]);

(2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaires and financial statements (Section 20101[b]);

(3) create an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination. (Section 20101[d]).

II. ROLE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS

AB 574 required the Department of Industrial Relations (DIR) to “develop model guidelines for rating bidders, and draft the standardized questionnaire.” It required DIR to “consult with affected public agencies, cities and counties, the construction industry, the surety industry, and other interested parties.”

¹ Community College Districts also have specific authority to carry out prequalification procedures, in Public Contract Code section 20651.5, enacted in 1998. Community College Districts may also be covered by AB 574, since they are not specifically exempted.

From January through October 2000, DIR held a series of meetings in Sacramento with representatives of public agencies and other interested parties. Each meeting was attended by more than 25 representatives of interested parties. All told, more than 60 people participated in at least one such meeting, and most representatives participated in more than one. Contractors, public agencies both large and small, and associations of each were well represented throughout the series of meetings. DIR's initial draft of a questionnaire was revised after each meeting, and each revised draft was discussed at the next meeting, leading to additional revisions. Eventually, there was widespread consensus that the model questionnaire provided in this package offers a system of rating bidders based on objective criteria, and a useful and appropriate series of questions.

In addition, DIR, in compliance with the 1999 legislation, created model guidelines for rating bidders. The model rating system also is included in this package.

III. AN OVERVIEW OF THE DOCUMENTS IN THIS PACKAGE

Included in this package are:

1. A model questionnaire to be sent to contractors. The questionnaire includes spaces for answers to be provided by the contractors, with the forms to be returned to the public agency.² As required by the legislation, the information provided to the public agency by the contractors, other than the names, addresses and contractor license numbers of the contractors applying – is to be kept confidential
2. A model scoring system, for rating the answers given by the contractors and by the references. Note: the documents provided here by DIR are designed to collect the information that a public agency will need to carry out a pre-qualification procedure, and the DIR has proposed a rating system. Each public agency, however, is free to devise its own “uniform system of rating prospective bidders . . . based on objective criteria.” That is, each public agency may determine its own scoring system and its own passing scores for different portions of the questionnaire and for the interviews.
3. A model series of questions to be used by representatives of the public agency when interviewing persons who are identified by contractors as their “references” – owners of projects that have been completed by each contractor in the recent past.
4. DIR's suggestions for procedures to be used for conducting the reference interviews.
5. Two alternative forms: model announcements of pre-qualification procedures. Each is a summary and explanation of the pre-qualification procedure, prepared primarily for licensed contractors, although available for the general public as well. There are two slightly different versions of this document: one explains the pre-qualification procedure linked to a single project,³

² The documents included in this package can be found at the Department of Industrial Relations web site, www.dir.ca.gov. Click on “Data bases.”

³ The explanation included in this document assumes that the prequalification procedure is taking place after the RFP or project announcement is published. A public agency may choose, instead, to have the prequalification

while the other explains the procedure of pre-qualification valid for a year and for more than one project.

6. A list of sources of information that may be used by a public agency to verify the accuracy of many of the answers given by the contractors to the questions on the questionnaire.⁴

IV. APPEAL PROCEDURE

Section 20101(d) requires every public agency that requires prospective bidders to prequalify pursuant to this law to establish “a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids.” The appeal process must include written notification by the public agency of the basis for the prospective bidder’s disqualification “and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity.” (section 20101[d][1]). The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified.” (section 20101[d][2]). The law does not describe the appeal procedure in any additional detail; each public agency is free to adopt its own procedures, as long as the statutory requirements are met. As an example, while Part I of the model questionnaire includes nine “Essential Requirements for Qualification,” a public agency may choose to allow contractors to appeal a disqualification based solely on an answer to a question in Part I.

DIR has devised two different schedules for appeal procedures. One schedule would be used in a system for prequalification for a single project. The sequence of steps in this appeal procedure are scheduled to allow for an appeal decision at least four business days prior to the submission for bids for the single project. The other schedule for an appeal is applicable to a system in which prospective bidders seek prequalification valid for one year, without a link to the bidding on a specific project. These two appeal sequences are described in the explanation to contractors (the two documents referred to in paragraph 5, above).

Each public agency should be certain that it distributes to licensed contractors only the description that is appropriate for the prequalification procedures that are in use.

There are a number of laws and court decisions that affect the nature of an appeal hearing provided by a public agency. Each public agency should consult its own attorneys for advice in this area.

procedure start and end prior to the solicitation of bids for the specific project. If that is the case, the public agency would have to modify the document offered here to explain the sequence of events.

⁴ **A CAUTIONARY NOTE:** The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value in most instances. Our list of sources of information available to the public is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified in this manner.

V. APPLICATION OF THE PUBLIC RECORDS ACT

AB 574 provides that "The questionnaires and financial statements shall not be public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure" under the Public Records Act. (Section 20101[a]). The model questionnaire forms provided by DIR indicate that the cover page of each questionnaire is a public record, and that all other pages of the questionnaire are not public records.

VI. WHAT ARE THE LAW'S PROVISIONS REGARDING PREQUALIFICATION OF SUBCONTRACTORS?

Public agencies are not required to pre-qualify sub-contractors, nor are public agencies prohibited from doing so. Section 20101(f) says:

Nothing in this section shall preclude the awarding agency from prequalifying or disqualifying a subcontractor. The disqualification by an awarding agency does not disqualify an otherwise prequalified [general] contractor.

MODEL PRE-QUALIFICATION QUESTIONNAIRE

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance

(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years.

3 years or more = 2 points

4 years = 3 points 5 years = 4 pts.

6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).

☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?
- ☐ Yes ☐ No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
- ☐ Yes ☐ No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

☐ Yes ☐ No

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
- ☐ Yes ☐ No

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
- ☐ Yes ☐ No

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

*5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.*

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

No = 5 points Yes = 0 points

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**
(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes

☐ No

5 points for either "No" or "Yes" indicating 1 such instance.

0 points for any other answer.

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

☐ Yes ☐ No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.
-
-

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

Pre-Qualifications Experience Ratings

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park (10 pts per park) ___ School/Institution (5pts per) ___ Private (2 pts per)

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

On Budget (10 pts per)

On Time (10 pts per)

Total Possible Points (255 points) Plus Interviews (Total 120) = 375

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.¹⁰ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

¹⁰ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Scoring of previous projects completed:

For pre-qualification for a single project that may require specific skills and capabilities, public agencies may choose to score contractors for the number of similar projects completed, and the degree of similarity between past projects and the planned project. DIR has not suggested any scoring for this aspect of the pre-qualification process, because of the numerous possible variations in both the type of project to be built and the points of similarity between the pending project and past projects that may be significant to the public agency.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. [Public Entity] will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by [Public Entity]. A score of between 56 and 72 indicates *the Public Entity* should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes").
Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

**INSTRUCTIONS FOR PUBLIC
AGENCIES RE:
INTERVIEW QUESTIONS**

INSTRUCTIONS FOR PUBLIC AGENCIES

Re: Interview Questions

The following is meant to assist the public agency to conduct the interviews of the managers of projects previously completed (that is, the people who supervised the projects for the project owners) by the contractor wishing to pre-qualify. The interview questions allow qualitative review of work performance for contractors who choose to bid and pre-qualify for public works contracts. The interview questions will be used to examine randomly selected contacts from at least two completed past projects.

In each question, the person being interviewed is asked to rate a certain aspect of contractor's performance, using a scale of 1 to 10. The highest possible score is 120 points. A score of less than 55 points disqualifies the contractor from bidding on projects that are proposed by the public agency. A score of **72 points or more** on each interview is sufficient for a contractor to qualify on this portion of the prequalification process. If the scores resulting from an interview are between 55 and 72, the public agency should conduct another interview to collect additional information.

It is possible that the score given to any interview answer may be challenged in an appeal. For that reason, be sure to: (a) ask the person being interviewed for specific information or details, to explain or substantiate the numerical answer given; and (b) take written notes of the information provided.

Selection of the Interviewer:

- (a) The public agency should select an individual who is at least moderately well informed about public works construction.
- (b) The individual should be unbiased during the interview; this is to ensure accurate implementation of the interview questions.
- (c) The individual should not use examples or deviate from the questions unless the project manager is unclear and prompts further explanation. The interviewer should offer additional explanation of the questions only if he/she is sure of the intent of the question in the interview.

Locating the respondent to interview:

- (a) The interviewer should attempt to contact a project manager of a past project for the interview. The interviewer should be aware that for one interview to be completed, there may be a need to interview multiple individuals. That is, the interviewer may have to contact multiple individuals, such as the project manager concerning the building process, and a financial manager for warranty items, assessed liens, and the like.
- (b) Once reached, the interviewer should review the information contained in the questionnaire of the past project with the project manager. That is, review who is being interviewed and why (purposes of pre-qualifying for public works), the past project type, completion date, and other pertinent information to ensure that the project manager is sure of the project he/she is asked to review.

Interview Length:

- (a) The interview should take 8-12 minutes, under normal circumstances.
- (b) The interviewer, when contacting the project manager, should convey the expected time which it takes to conduct the interview. This is to ensure the individual is not discouraged from taking part in the interview

Conducting the interviews:

- (a) The interview should examine at least two separate past projects listed in the questionnaire.
- (b) After the interview is scored, the interviewer should compare the interview score with the same contractor's score on the written questionnaire. If the ratings (overall scores) are far apart, the interviewer should conduct at least one/two more interviews to determine how past performance should be weighted.
- (c) While conducting the interview, the interviewer should be consistent with the way the questions are presented. That is, if the interviewer changes the way questions are presented during the review, it could potentially change the way the respondent answers the questions and jeopardize the overall scoring.

**REQUEST FOR
PRE-QUALIFICATION OF
BIDDERS COMMENCING
WITH FORTHCOMING
PUBLIC WORK BID**

**REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING
WITH FORTHCOMING PUBLIC WORK BID**

[Pre-qualification procedure begun at the same time as RFP]

Notice is hereby given that [Public Entity] has determined that all bidders on [Name of specific project] to be undertaken by the [Public Entity] must be pre-qualified prior to submitting a bid on that project. It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is mm/dd/yy. [35 days prior to the bid closing date]. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

[Public Entity] reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to bid and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify [Public Entity] and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of *Public Entity* are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than ten business days after submission of the information.

[Public Entity] may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by mm/dd/yy [date specified in first paragraph – 35 days before bid closing] There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to [Public Entity] of its appeal of the decision with respect to its pre-qualification rating, no later than ten business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of [Public Entity], whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after *Public Entity's* receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to whom the [governing body of *Public Entity*] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [Public Entity's] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of [Public Entity] that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Entity*, or on all contracts to be let by *Public Entity* until the contractor meets *Public Entity's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or

(2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

**ANNOUNCEMENT OF
PRE-QUALIFICATION
PROCEDURES AND OPEN
DATES FOR ANNUAL
PRE-QUALIFICATION**

ANNOUNCEMENT OF PRE-QUALIFICATION PROCECURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on _____, 2000, the _____ [Public Entity] determined that all bidders on public works to be undertaken by the [Public Entity] must be pre-qualified prior to submitting bids for public works. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted four times each year: (1) from January 1 through January 10; (2) from April 1 through April 10; (3) from July 1 through July 10; and (4) from October 1 through October 10. Contractors who submit a complete pre-qualification package will be notified by first class mail of their qualification status, such notice to be mailed no later than fifteen business days after submission of the information.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that [Public Entity] reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to the submission of bids and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future public works project.

A contractor who has submitted a completed application form, and who receives a rating of "not qualified" from *[Public Entity]* may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during one of the designated time periods is permitted. A contractor may appeal *[Public Entity's]* decision with respect to its request for pre-qualification, and request a hearing, by giving notice to *[Public Entity]* no later than ten business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of *[Public Entity]*, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten business days after *Public Entity's* receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a panel to whom the *[governing body of Public Entity]* has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for *[Public Entity's]* pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the Appeals Panel will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Agency*, or on all contracts to be let by *Public Agency* until the contractor meets *Public Agency's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* may require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

A CAUTIONARY NOTE: *The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value. The following information is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified by reference to publicly available information.*

Information about a contractor's license(s) (Questionnaire Part I, question 6, and Part II, questions 6 and 9-13)

Names and addresses of licensed contractors, information about the type of license(s) issued and the dates when licenses were issued (and certain other information), are available from the Contractors' State Licensing Board (CSLB), 9821 Business Park Drive, Sacramento, CA 95827. Telephone number 800-321-2752. The CSLB web site for public information is: www.CSLB.ca.gov.

Information about workers' compensation insurance (Part I, question 3 and Part II, questions 32-33)

Every workers' compensation insurance carrier issues to each of its insured businesses a Certificate of Insurance. The contractor should be willing to provide a copy upon request.

Each contractor's Experience Modification Rate for the year should be stated in a letter to the contractor from the contractor's workers' compensation insurance carrier.

Some large companies are legally self-insured for workers' compensation, with the consent and authorization of the Department of Industrial Relations. The names of companies that are legally self-insured are available from the Department's Office of Self-Insurance Plans, Workers' Compensation, 2265 Watt Avenue, Suite 1, Sacramento, CA 95825; (916) 483-3392.

The names of each business's current and recent workers' compensation insurance carriers are available from the Workers' Compensation Insurance Reporting Bureau (WCIRB), 575 Market Street, San Francisco, telephone (415) 777-0777. WCIRB is not a public agency but it provides information to the public. It will provide the names of the current and recent workers' compensation insurance carriers of every employer in California, in response to a written request, for a fee of \$8 for every year for which you seek information.

**Information about whether surety insurance carriers
are “admitted” to do business in California
(Part I, question 5)**

The California Department of Insurance will verify whether an insurance carrier is “admitted” to issue insurance policies within the State. The Department has a “Hot-Line” number – 800-927-4357, and a web-site from which the information is available: www.insurance.ca.gov

**Information on disqualification from bidding on public contracts
(Part I, question 8 and Part II, question 15)**

Information on the identities of contractors that have been disqualified from bidding on public works contracts is available from the California Labor Commissioner, Division of Labor Standards Enforcement, 455 Golden Gate Avenue, San Francisco, telephone (415) 703-4810.

**Information available from the Secretary of State about corporations
(Part II, questions 1a-1d, 2-4)**

The California Secretary of State has certain current and historical information about all corporations that operate in California: dates of incorporation, articles of incorporation, the name of the original incorporators, the names of the corporate officers (who are not necessarily the corporate stockholders) and an agent for service of process for the corporation. This information is available from the Secretary of State upon written request. (Secretary of State, Business Programs Division, 1500 Eleventh Street, Sacramento, CA 95814. Telephone (916) 653-2121 or 653-1239). The Secretary of State does not ordinarily have a listing of the names of initial stockholders or current stockholders, and that information is generally not available in any public record.

**Information available from County Clerks about
partnerships and sole proprietorships
(Part I, questions 1a-1d, 2-4)**

Every business, including a partnership, that operates under a “fictitious name” (for example, “Ajax Sheet Metal Contractors” or “Smith Brothers Electrical Contractors”) is required to file with the County Clerk in the county in which its home office is located a “Fictitious Business Name” statement. This statement will indicate the owner of the business, if the business is a sole proprietorship, and the names of partners, if the business is a partnership. The information is available to the public from the County Clerk upon request. A written request may be necessary.

Information about bankruptcy proceedings
(Part II, questions 7 and 8)

Bankruptcy petitions, which include the names of the person or business that is seeking protection from the Bankruptcy Court, are available for public inspection at the office of the Clerk of each Bankruptcy Court (which are federal courts). In California, Bankruptcy Courts are located in Sacramento, Modesto, Fresno, San Francisco, Oakland, San Jose, Los Angeles, Santa Ana, Riverside, and San Diego. Most documents filed in court in bankruptcy proceedings are available for public inspection, at the Bankruptcy Court clerk's office. Some information on bankruptcy filings may also be available from commercial enterprises that collect and sell information from public records). In addition some information about bankruptcy cases filed August 1990 and later is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at <http://pacer.psc.uscourts.gov/>.

Information about civil suits and arbitration cases
(Part II, questions 14, 17 and 18)

Each court keeps records of every civil suit filed in that court, and of the judgments that are issued after trials. However, the exact terms of pre-trial settlements are generally not recorded in court files. Documents related to disputes submitted to arbitration are generally not available for public inspection. Public agencies, however, are required to disclose the terms of such settlements, when documents are requested under the California Public Records Act.

Information about criminal convictions
(Part I, question 9, and Part II, questions 21, 22, and 23)

Criminal convictions are a matter of public record. Each courthouse (in both the federal and state court systems) has an index of its own criminal records. In addition, a few data collection businesses have collected criminal conviction information from public records throughout the state, and the collected information about particular individuals or businesses is available for sale from these private businesses.

Information about Federal court civil and criminal cases
(Part I, question 9)

Information about federal criminal cases (filed August 1991 and later) and civil cases (filed August 1990 and later) is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856) or you may register online at <http://pacer.psc.uscourts.gov/>.

**Information about citations issued for violation of
industrial safety and health laws**
(Part II, questions 28 and 29)

Information about citations issued by both the federal Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (Cal OSHA) are available on a web-site maintained by federal OSHA, <http://www.osha.gov>. At that web site, click on "Library." On the Library page, click on "Statistics and Inspection Data." Next, click on "Establishment Search." When the next screen appears, enter the name of the contractor about whom you seek information in the "Establishment" window. In the "Process" window, enter the number 999999. Click on California in the "State" window. In the "Inspection Date" window, enter "1990." Then click the submit button.

Information about prevailing wage law violations
(Part II, question 34)

Information about recent prevailing wage law violations is available from the Division of Labor Standards Enforcement, at 2424 Arden Way, Suite 360, Sacramento, CA 95825. A model letter asking for such information is enclosed.

**Citations from either Air Quality or Water Quality Board
for violations of regulations**
(Part II, question 30)

Information about citations issued by the California Air Resources Board is available from that agency under the Public Records Act. Their address is 2020 L Street, Sacramento, CA 95814, or Post Office Box 2815, Sacramento, 95812. In addition, Regional Air Quality Management Districts and Regional Water Quality Control Boards throughout the state may issue citations for violation of air quality or water quality standards. Consult the appropriate board in your area for information about how to gather appropriate information.

**Information about state-approved apprenticeship plans
and violations of state apprenticeship laws**
(Part II, questions 36-38)

Information about violations of state apprenticeship laws can be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, Post Office Box 420603, San Francisco, CA 94142.



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

November 7, 2019

NOTICE: Pre-Qualification for Construction of Specified Park & Recreation Facilities

To Whom It May Concern:

General Information

Roseville is an incorporated city with a population of over 137,000 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California, and continues to grow. At build out, the parks system would include over 140 parks.

Notice

Notice is hereby given that the City of Roseville, Parks, Recreation & Libraries Department is hereby pre-qualifying all bidders for the following park and recreation construction projects:

- 1) John L. Sullivan Park (WB-51) located off of Solaire and Summerfaire Drives in Westbrook. The project is targeted to begin in Spring 2020. This is a 4.4 acre neighborhood park site and will be constructed by the City.
- 2) F-101 Pocket Park, located just north of North Hayden Parkway in the Fiddymont Farm area of West Roseville. This is a 1.5 acre pocket park to be constructed by Signature Homes. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 3) Denio Family Park (F-54), located off of Blue Oaks in the West Roseville area. The overall site is 95.5 acres, however, approximately 75% of the site will remain undeveloped. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.
- 4) Regional Long Field Sports Complex, located in West Roseville. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed. The parcel is approximately 25 acres.

After the pre-qualification process has been completed, the City will issue a Notice to Contractors for each of these projects to pre-qualified Contractors. It is mandatory that all Primary Contractors who intend to submit a bid(s) for any of these projects shall fully complete the pre-qualification questionnaire, provide **all** materials requested herein, and be approved by the City of Roseville to be on the final qualified bidders' list. **This year, subcontractors of any trade are not required to be pre-qualified.**

Please note the following:

- The process includes three parts. Contractors and Subcontractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
 - Organizational Structure, History
 - Safety
 - Park Experience within the last three (3) years
 - Interview with Past Project Contacts (Randomly chosen)
- A letter from the bond surety is the only exception item for potential Subcontractors.
- If a company is a certified Small Business Enterprise, Minority Business Enterprise or Women-owned Business Enterprise, a financial statement is not required, however, a copy of the

qualifying certificate and a notation in the submittal as to the business status **must** be included and noted.

- All contractors and subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors and subcontractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.
- No bid will be accepted from a Contractor that has failed to comply with these requirements.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. **Information provided in the questionnaire related to project experience shall be specific to park construction projects.** The City of Roseville will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor or Subcontractor is qualified to bid. The City of Roseville reserves the right to check other sources available. The City of Roseville's decision will be based on objective evaluation criteria.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of Roseville in determining bidder responsibility prior to the submission of bids and to aid the City of Roseville in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating will preclude the City of Roseville from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor or Subcontractor may be found not pre-qualified for bidding on a specific park contract to be let by the City of Roseville, or on all park construction contracts to be let by the City of Roseville, until the Contractor meets the City of Roseville's requirements. In addition, a Contractor may be found not pre-qualified for either:

- 1) Omission of requested information,
- 2) A determination of a risky or questionable financial solvency status; or
- 3) Falsification of information.

Contractor Registration: Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City of Roseville Reservation of Rights

The City of Roseville reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors who are thereafter disqualified will be notified, and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

The City of Roseville reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future park project.

The City of Roseville will refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the due date noted below. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application, but reapplication for a later project is permitted. The closing time for all bids will not be changed in order to accommodate supplemental or incomplete submissions, or late submissions.

The City of Roseville may elect to randomly interview selected references from at least two (2) completed park projects. The City of Roseville will conduct those interviews. No action on the Contractor's part is necessary.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 5:00 p.m., **December 1, 2019**.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" with the title "PARKS PRE-QUALIFICATIONS SUBMITTAL" to the City Clerk's Office at 311 Vernon Street, Roseville, CA 95678. **All submittals must be made at the City Clerk's Office.** Faxed submissions will not be accepted.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City Clerk are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status between fifteen (15) and twenty (20) business days after submission deadline of the information. Reviews will begin the first business day after the submission deadline.

Public Records

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public record and are not open to public inspection. All information will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Financial Solvency

In lieu of submitting financial statements, the City will conduct credit checks through a third party (one of the top three credit rating agencies). A score of **650** or less will be subject to additional review and may be grounds for disqualification. Submission of the questionnaire is an acknowledgement that a credit report of the company's financial standing will be obtained. **Therefore, financial statements submitted as a part of this questionnaire are not required.**

Execution of Questionnaire

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of Roseville and provide updated accurate information in writing, under penalty of perjury.

Essential qualifications (Part I): all requirements must be met before Parts II and III are reviewed. See Page 1 for more information. It is important that all questions be fully answered and any back-up documentation included as noted in each question.

Each Section has a minimum rating score and all minimum ratings must be met or exceeded in order to be pre-qualified.

Appeals Process

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be requested. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application. A Contractor may appeal the City of Roseville's decision with respect to its request for pre-qualification, and request a hearing, by giving written notice of appeal to the Parks, Recreation & Libraries Director, along with a complete written description of all factual and legal bases for the appeal, no later than ten (10) business days after the date of the written notice of its qualification status from the City. Appeals should be delivered to 316 Vernon Street Suite 400 Roseville, CA 95678 Attn: Parks, Recreation & Libraries Director. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of the City of Roseville, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City of Roseville's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the City Manager has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the

hearing, the Contractor shall be advised of the basis for the City of Roseville's pre-qualification determination. The Contractor will be given the opportunity to present evidence and arguments in opposition to the pre-qualification determination. Within three (3) business days after the conclusion of the hearing, the Appeals Panel will render its decision in writing. It is the intention of the City of Roseville that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Cancellation of Process

The City may cancel the pre-qualification process at any time, even after receiving and scoring applications. If the pre-qualification process is cancelled, the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective contractor may have incurred by submitting an application for pre-qualification, and the submittal of a pre-qualification application is a waiver to claim any such cost or losses due to cancellation of the process.

Additional information may be obtained by contacting Tara L. Gee, Park Planning & Development Superintendent at the Roseville Parks, Recreation & Libraries Department at 916-774-5253.

Please be assured that all submittals will be fully and objectively considered. We appreciate your interest in becoming partners with the City of Roseville.

Thank You,



Tara L. Gee
Park Planning & Development Superintendent

Attachments: Contact Information
Pre-Qualifications Questionnaire
Part I: Essential Requirements for Qualification
Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
Part III: Recent Construction Projects Completed (Note: Ensure projects listed are park & recreation projects)



COUNCIL COMMUNICATION

CC #: 0417

File #: 0114

Title: State Legislative and Regulatory Representation - Agreement for Consulting Services

Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve an agreement with Joe A. Gonsalves & Son to provide state legislative and regulatory representation, and authorize the City Manager to execute it.

BACKGROUND

The City has a long-standing agreement with Joe A. Gonsalves & Son to provide professional services associated with state legislative and regulatory issues. The agreement spans more than eighteen years during which time they have provided exceptional representation and guidance on issues as diverse as the following:

- Sales Tax
- Local Revenue
- Revitalization
- Power
- Transportation
- Housing

The services provided have led to many extremely important outcomes for the City including the positive ruling by the Department of Finance (DOF) to allow the City to include more than \$6.8 million of loans, which had initially been denied by DOF on its Recognized Obligation Payment Schedule, and most recently, the effort to defeat a small-cell bill (SB 648) that would have had serious negative implications for the City including loss of revenue and control over the City's vertical infrastructure.

During the years that Gonsalves and Son has represented Roseville they have developed an extensive understanding of the City, City Council, executive leadership, staff, culture, issues, goals, objectives and position as a leader in the region. Their profound understanding of the City allows Gonsalves and Son to provide exceptional insights, guidance and effective advocacy

strategies into the many and complex legislative and regulatory issues that confront the City and its departments each year.

The political and regulatory environments are multifaceted and laden with nuanced rules and processes, both formal and informal, which must be navigated effectively if an advocacy effort expects to be successful. Additionally, the pace of both the legislative and regulatory processes can vary dramatically. Successful advocacy demands that the participants are agile and prepared to respond appropriately when necessary. The understanding Gonsalves and Son has of the City and their deep knowledge of the legislative and regulatory processes ensures that the City's efforts are based on a comprehensive strategy that is timely, well informed, and prepared to overcome impediments that are encountered.

Need for Additional Legislative and Regulatory Resources

The City's Environmental Utilities Department (EU) has identified the need for additional support from a lobbying firm that has a specific focus and skill set that can help with long-term policy and regulatory issues that affect water, groundwater, wastewater, solid waste, recycled water and stormwater services. The regulatory need is more immediate in order to address issues surrounding an executive order (B-48-18) signed by Governor Brown, which calls for 5 million zero-emission vehicles in California by 2030.

To implement the actions outlined by the order, the California Air Resources Board (CARB) is accelerating their Advanced Clean Trucks Rule. At the same time, SB 1383 (Short-Lived Climate Pollutants (SLCP)), the Organic Reductions Proposed Regulation, is moving forward, which has created a profound conflict for the department. EU has developed a strategy to turn the City's wastewater and food organics into fuel for the department's fleet. Unfortunately, the proposed implementation of these two policies/regulations are in direct conflict and the department needs to engage the regulatory process to protect the City's initial and long-term investment in this project.

Request

Based on the immediacy of the need to address the regulatory issues and to ensure that the most effective advocacy strategy and regulatory response is developed, staff recommends that the contract amount for Gonsalves and Son be increased to allow for their oversight of additional lobbying and technical firms that possess the precise expertise in water, groundwater, wastewater, solid waste, recycled water, stormwater services and regulatory agencies needed to meet EU's specific needs.

Gonsalves and Son's extensive background and experience with the City and their comprehensive understanding of the legislative and regulatory process strongly positions them to effectively coordinate the activities of the additional EU resources. This combination will allow for an immediate infusion of the specific expertise needed to help EU address the immediate and long-term issues facing the department in coordination with the City's overall advocacy efforts. It is envisioned that the oversight would be accomplished through regularly scheduled weekly meetings between Gonsalves and Son, the firm(s) and staff. Additionally, Gonsalves and Son would coordinate the work plan, meeting schedules, opportunities for collaboration with other firms, work product and consistency with the City's goals, objectives and professional standards.

Funding and Scope of Services

The current monthly retainer for the Gonsalves and Son services is \$3,250.00 per month and is paid from the City Council's budget. The requested increase is up to \$16,042.00 per month,

which includes an additional \$1,750.00 per month for Gonsalves and Son services and up to \$11,042 for additional lobbying and technical firms.

The increase to the retainer will be covered by increasing the City Council's portion of the Gonsalves and Son retainer and through EU's annual budget shared between the Water, Wastewater and Solid Waste divisions. The increase would allow for retaining a second lobbying firm (Gualco) and an additional firm to provide technical services specific to collection, hauling, processing, recycling, composting, landfilling, deployment of technologies and in obtaining grant funding to commercialize low carbon systems. The additional scope of services is as follows:

Scope of Service:

State level lobbying services covering regulatory and legislative issues impacting water, wastewater, recycled water, groundwater, stormwater and solid waste.

- Provide expertise in regulatory and legislative strategy and technique to facilitate regulations and legislation through the process.
- Respond to issues and assist EU in providing appropriate communication to key regulators and legislators (examples letters, meetings, testimony).
- Identify where leverage needs to be applied and can point out pitfalls understanding the political climate in the state.
- Understand how regulations and legislation is formulated and can analyze and draft persuasive language.
- Monitor the regulatory and legislative process in an efficient and accurate manner at which specific issues within EU's priorities are considered, as well as others that may arise that affect EU.
- Develop and evaluate strategy for the support, opposition, or amendment of pending regulations and legislation.
- Upon request, attend association and coalition meetings where regulatory and legislative issues are to be discussed. (ACWA, RWA, CMUA, CASA, SWANA, CPSC, WateReuse)
- Provide assistance in securing state support for local and regional infrastructure projects, applicable state funding and any necessary concurrence by the Governor and his administration; as required for federal funding opportunities.
- Upon request, collaborate with technical staff and coalitions on behalf of EU.
- Technical services desired with expertise in collection, hauling, processing, recycling, composting, landfilling, deployment of technologies and in obtaining grant funding to commercialize low carbon systems.
- Develop and evaluate strategy for the deployment of new technologies.
- Upon request, collaborate with state lobbying team and coalitions on behalf of EU.

FISCAL IMPACT

The monthly retainer for Gonsalves & Son is recommended to be increased by \$12,792 to allow for their oversight of additional lobbying and technical firms, bringing the cost for the remainder of FY2019-20 to \$128,336.00. In previous years, the cost of the state lobbying contract was fully contained within the City Council's budget. The retainer for Gonsalves & Son services is being increased by \$1,750.00 a month to cover the management of the additional lobbying services. The City Council's portion of this increase (50%) is covered by available funds in the General Fund Contingency. However, since the additional services being requested are specific to EU, the

utility will cover half of the difference between the requested increase and that which is covered in the City Council budget. The remainder of the retainer increase, for the additional lobbying and technical firms, totaling up to \$11,042 per month, will be funded by EU's annual budget and shared between the Water, Wastewater and Solid Waste 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. An agreement for consulting services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs and Communications



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-472

Gonsalves PSA

RESOLUTION NO. 19-472

APPROVING AN AGREEMENT FOR CONSULTING SERVICES FOR STATE LEGISLATIVE AND REGULATORY REPRESENTATION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOE A. GONSALVES & SON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Consulting Services for State Legislative and Regulatory Representation, by and between the City of Roseville and Joe A. Gonsalves & Son, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement for Consulting Services for State Legislative and Regulatory Representation 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 _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR CONSULTING SERVICES FOR
STATE LEGISLATIVE AND REGULATORY REPRESENTATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Joe A. Gonsalves
& Son, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services associated with state level lobbying
services relating to legislative and regulatory issues that pertain to all facets of business and
operations of the CITY's departments; and

WHEREAS, CONSULTANT is qualified and experienced to provide such services; and

WHEREAS, CONSULTANT has reviewed and is thoroughly familiar with the CITY's
needs for state legislative and regulatory representation.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire
one year from the date of execution. The City Manager may, in his or her discretion, elect to
extend the Agreement in one (1) year increments for up to an additional four (4) years by giving
CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. 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. In addition, CONSULTANT shall review all bills introduced in the California Legislature and inform the CITY of all such legislation affecting the City's interest and forward a copy of such bills to the CITY. CONSULTANT shall also provide CITY with representation as needed on legislation including, but not limited to, the following issues: local control; financial flexibility; legislation that requires CITY to provide a service or benefit without appropriate and full funding; legislation that would negatively impact CITY revenues including, but not limited to, sales taxes, property taxes, and other general fund revenues and enterprise fund revenues; and legislation regarding CITY's water and power utilities.

3. Compensation. For its services hereunder, CONSULTANT shall be compensated on a retainer basis in the monthly sum of sixteen thousand, forty-two dollars (\$16,042.00) payable in advance on the first day of each month.

Compensation under this Agreement shall become due and payable as set forth above upon submission of monthly written invoices to CITY.

4. 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'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.

5. 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

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.

6. 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 provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this 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. 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.

11. 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.

12. Independent Contractor. CONSULTANT 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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

Mark Wolinski
Government Relations Administrator
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Joe A. Gonsalves
925 L Street, #250
Sacramento, CA 95814

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

21. 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.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MEGAN MACPHERSON
Public Affairs and Communications
Director

JOE A. GONSALVES & SON, a
California corporation

BY: 
its: PRESIDENT / ADVOCATE

and

BY: 
its: CORPORATE SECRETARY / ADVOCATE

EXHIBIT “A”



Joe A. Gonsalves & Son

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION
916.441.0597 • SACRAMENTO, CA 95811-306
916.441.0597 • FAIRFAX, CA 94533
Email: gonsalves@jagonsalvi.com



State level lobbying services relating to legislative and regulatory issues that pertain to all facets of business and operations of the City of Roseville's departments. Activities include the following:

- Engage in advocacy on behalf of the City on state matters and on City-sponsored legislative proposals in consultation with the City's Governmental Relations Administrator and other staff, as deemed appropriate.
- Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City.
- Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- Respond to issues and assist the City in providing appropriate communication to key legislators and regulators.
- Identify effective advocacy strategies including where leverage should be applied, identify pitfalls and provide an understanding of the political climate in the state.
- Assist staff in understand how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts.
- Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities, as well as, identifying other issues that may affect City departments.
- Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

Monthly retainer: \$16,042 per month

(Retainer includes sub-contractors: Gualco and Technical Services)

Contract Point of Contact: Jason A. Gonsalves (916)441-0597 jason@gonsalvi.com



COUNCIL COMMUNICATION

CC #: 0402
File #: 0800-02

Title: Sewer System Management Plan Recertification
Contact: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to recertify the City of Roseville Sewer System Management Plan (SSMP).

BACKGROUND

The California State Water Resources Control Board (SWRCB) issued a Statewide General Waste Discharge Requirement (WDR), Order No. 2006-0003-DWQ in May 2006. Under the WDR, all public entities that own or operate sanitary sewer systems greater than one mile in length that collect or convey wastewater must prepare a certified SSMP. The intent of the SSMP is to facilitate proper funding, operation and management of the sanitary sewer system in order to reduce sanitary sewer overflows, their impacts to the State's water bodies, and to protect public health.

Provisions in the WDR require periodic audits. Recertification of the SSMP must occur every five years or if significant changes have been made to the SSMP. The SSMP has been audited 4 times since being adopted by City Council. The audits ensure that stated goals in the SSMP are met and information in the SSMP is current and accurate. City staff audited the SSMP internally on two occasions. Waterworks Engineering, a consulting engineering firm, has performed the last two audits of the SSMP. Recommended changes from these audits have been made to the SSMP and are documented on a revision log.

Revisions based on recommendations from the latest audit are included in the attached copy. A complete and updated version of the SSMP has also been posted on the Environmental Utilities Department website and is available for viewing in the City Clerk's office.

FISCAL IMPACT

The WDR is a permit issued by the SWRCB and a permit fee of \$12,259.00 is required annually. Funding to pay this fee is included in the Wastewater Collections Division annual operating budget.

ENVIRONMENTAL REVIEW

The proposed project involves an action taken by the City of Roseville to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. This activity is categorically exempt from CEQA as a Class 8 Exemption (State CEQA Guidelines Section 15308). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Chris Bracco, Wastewater Collection Superintendent

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-463

Sewer System Management Plan

RESOLUTION NO. 19-463

RECERTIFICATION OF THE CITY OF ROSEVILLE
SEWER SYSTEM MANAGEMENT PLAN

WHEREAS, in May 2006 the State Water Resources Control Board issued a state-wide General Waste Discharge Requirement (WDR) Order requiring all public entities that own or operate sanitary sewer systems greater than one mile in length that collect or convey wastewater to prepare a certified Sewer System Management Plan (SSMP); and

WHEREAS, on January 8, 2014, the City Council certified the City's SSMP; and

WHEREAS, provisions in the WDR require recertification of the SSMP every five years or if significant changes to the SSMP have been made; and

WHEREAS, the City Council has reviewed the revised Sewer System Management Plan;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it hereby recertifies the City of Roseville Sewer System Management Plan.

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

Exhibit A
Sewer System Management Plan
(w/o attachments)



SEWER SYSTEM MANAGEMENT PLAN

Prepared for
City of Roseville, California
June 15, 2007
Revised April 16, 2012
Revised December 12, 2013
Revised December 1, 2016
Revised August 27, 2019



SEWER SYSTEM MANAGEMENT PLAN

Prepared for
City of Roseville, California
June 15, 2007

BROWN AND CALDWELL

10540 White Rock Road, Suite 180
Rancho Cordova, CA 95670

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LIST OF ACRONYMS

AB	Assembly Bill
BAT	Best Available Technology
BMP	Best Management Practice
CASA	California Association of Sanitation Agencies
CCTV	Closed-Circuit Television
CFR	Code of Federal Regulations
CIP	Capital Improvement Plan or Capital Improvement Program and Capital Improvement Project
City	City of Roseville
CM	Corrective Maintenance
CMMS	Computerized Maintenance Management System
CDFG	California Department of Fish and Game
CWEA	California Water Environment Association
CVCWA	Central Valley Clean Water Association
EPA	Environmental protection Agency
ERP	Emergency Response Plan
EUD	Environmental Utilities Department
FOG	Fats, Oils, and Grease
FSE	Food Service Establishments
GIS	Geographical Information System
GPS	Global Positioning System
GWI	Groundwater Induced Infiltration
GWDR	General Waste Discharge Requirements and/or Waste Discharge Requirements (WDR)
I/I	Inflow / Infiltration
ICS	Incident Command System
IERP	Integrated Emergency Response Plan
IWD	Industrial Waste Division
LRO	Legally Responsible Official
MGD	million gallons per day

MRP	Monitoring and Reporting Program
MSDS	Material Safety Data Sheets
NPDES	National Pollution Discharge Elimination System
NRC	National Research Council
O&M	Operation and Maintenance
OERP	Overflow Emergency Response Plan
OES	Office of Emergency Services
Order	SWRCB Order No. 2006-0003-DWQ adopted May 2, 2006
PdM	Predictive Maintenance
PM	Preventative Maintenance
PMP	Preventative Maintenance Program
POTWs	Publicly Owned Treatment Works
R&R	Rehabilitation and Replacement
RD/II	Rainfall Dependent Infiltration and Inflow
RWQCB	Regional Water Quality Control Board
SCAP	Southern California Alliance of Publicly Owned Treatment Works
SIUs	Significant Industrial Users
SOP	Standard Operating Procedure <u>or</u> Standard Maintenance Procedure
SPWA	South Placer Wastewater Authority
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TOC	Table of Contents
TTC	Trenchless Technology Center
USA	Underground Service Alert
WDP	Waste Discharge Permit
WDR	Waste Discharge Requirements and/or General Waste Discharge Requirements (GWDR)
WW	Wastewater
WWC	Wastewater Collection
WWTP	Wastewater Treatment Plant

LIST OF TERMS

Authorized Representative – The person designated, for a municipality, state, federal or other public agency, as either a principal executive officer or ranking elected official, or a duly authorized representative of that person.

Blockage – Something that partially or fully blocks the wastewater from flowing through a sewer pipeline. The blockage can be caused by debris in the sewer, grease buildup, root intrusion, or a partial or full collapse of the pipeline. If not caught in time, the blockage may cause an overflow. This is also called a stoppage.

California Association of Sanitation Agencies (CASA) - CASA is a non-profit, statewide trade association representing public agencies that provide wastewater collection, treatment, disposal, and/or water reclamation services to about 90 percent of the sewered population in California.

Website: <http://www.casaweb.org/>

California Water Environment Association (CWEA) – CWEA is an association of 8,000-plus professionals in the wastewater industry. CWEA is committed to keeping California's water clean. CWEA trains and certifies wastewater professionals, disseminates technical information, and promotes sound policies to benefit society through protection and enhancement of the water environment. CWEA offers services at the state level and locally through 17 geographical local sections. Through their on-line bookstore, CWEA offers technical references for sewer system operation and maintenance. Website: <http://www.cwea.org/>.

Central Valley Clean Water Association (CVCWA) – CVCWA is an association comprised of over 50 wastewater treatment and collection system agencies. CVCWA's mission is to effectively represent the interests of public wastewater agencies in the Central Valley in regulatory matters and to support the exchange of information so members can best meet their business challenges.

Website: <http://www.cvcwa.org/>.

Central Valley Regional Water Quality Control Board – Also known as Regional Water Board or RWQCB. The mission of this state regulatory agency is to: preserve, enhance and restore the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations. Website: <http://www.waterboards.ca.gov/centralvalley/>.

Dynamic Model – Computer hydraulic model simulation which solves the complete dynamic flow routing equations (St. Venant's equations) for accurate simulation of backwater, looped connections, surcharging, and pressure flow in a collection system.

Enrollee – The legal public entity that owns a sanitary sewer system, as defined by the GWDR, which has submitted a complete and approved application for coverage under the GWDR. This is also called a sewer system agency or wastewater collection system agency.

Fats, Oils and Grease (FOG) - Fats, oils, and grease that are discharged into the sanitary sewer collection system by Food Service Establishments (FSE), homes, apartments and other sources. FOG is a major cause of blockages leading to increased maintenance and sometimes SSOs.

FOG Control Program – To be implemented at the Enrollee's discretion. May include public education program; plan and schedule for the disposal of FOG; legal authority to prohibit FOG related discharges; requirement to install grease removal devices; authority to inspect grease producing facilities; identification of sanitary sewer system sections subject to FOG blockages and the establishment of a cleaning schedule for each section; development and implementation of source control measures for all sources of FOG.

Geographical Information System (GIS) – A database linked with mapping, which includes various layers of information used by government officials. Examples of information found on a GIS can include a sewer map; sewer features such as pipe location, diameter, material, condition, last date cleaned or repaired. The GIS also typically contains base information such as streets and parcels.

Governing Board – This is the governing board of the sewer entity developing the SSMP. Examples would be the Board of Directors, the City Council, or the County Board of Supervisors.

GWDR – General Waste Discharge Requirements – A GWDR is an authorization to discharge waste with certain conditions, which can be issued on an individual basis or to a group of dischargers. The Statewide General WDR for Sanitary Sewer Systems was adopted by the SWCRB and will be implemented by the Regional Water Boards and SWRCB.

Groundwater Induced Infiltration (GWI) – Infiltration attributed to groundwater entering the sewer system.

Infiltration – The seepage of groundwater into a sewer system, including service connections. Seepage frequently occurs through defective or cracked pipes, pipe joints, connections or manhole walls and joints.

Inflow – Water discharged into a sewer system and service connections from such sources as, but not limited to, roof leaders, cellars, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, around manhole covers or through holes in the covers, cross connections from storm and combined sewer system, catch basins, storm waters, surface runoff, street wash waters or drainage. Inflow differs from infiltration in that it is a direct discharge into the sewer rather than a leak into the sewer itself.

Lateral – The portion of sewer that connects a home or business with the main line in the street. Sometimes sewer system agencies own or maintain a portion of the lateral.

Upper Lateral: Portion of lateral from building to property line (or easement line), usually privately owned and maintained.

Lower Lateral: Portion of lateral from property line (or easement line) to sewer mainline in the street or easement. This portion of the lateral is sometimes privately owned and maintained and sometimes publicly owned and maintained.

Monitoring and Reporting Program - The Monitoring and Reporting Program established in the WDR that establishes monitoring, record keeping, reporting and public notification requirements for the GWDR.

Overflow Emergency Response Plan – Identifies measures to protect public health and the environment. A plan must include the following: notification procedure, appropriate response plan, regulatory notification procedures, employee training plan, procedures to address emergency operations, a program that ensures all reasonable steps are taken to contain and prevent discharges.

Private Lateral: That portion of the Lateral that is owned and maintained by the private property owner that it serves. Based on an individual agency's ordinance, this may just be the Upper Lateral or can include the Lower Lateral.

Preventative maintenance (PM) – Regularly scheduled servicing of machinery, infrastructure or other equipment using appropriate tools, tests, and lubricants. This type of maintenance can prolong the useful life of equipment, infrastructure, and machinery and increase its efficiency by detecting and correcting problems before they cause a breakdown of the equipment, or failure of the infrastructure.

R-Value – Is the amount of rainfall that reaches the collection system via infiltration and inflow. This value is typically expressed as a percentage of total rainfall volume that reaches the collection system.

Rainfall Dependent Infiltration and Inflow – Infiltration and Inflow that is attributed directly to rainfall.

Regional Water Board – Is a short name for any of the nine regional boards including the San Francisco Bay Area Regional Water Quality Control Board and the Central Valley Regional Water Quality Control Board.

Rehabilitation and Replacement Plan (also referred to as a Capital Improvement Plan) – Identifies and prioritizes system deficiencies and implements short-term and long-term rehabilitation actions to address each deficiency.

Sanitary Sewer Overflow (SSO) – The Statewide GWDR defines an SSO as any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system, including overflows or releases that reach waters of the United States, overflows or releases that *do not* reach water of the United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

Sanitary Sewer Overflow Categories

- Category 1 – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
 - Reach surface water and/or reach a drainage channel tributary to surface water
 - Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin.
- Category 2 – Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
- Category 3- All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition
- Private Lateral Sewage Discharges – Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the CIWQS Online SSO Database.

Sanitary Sewer Systems – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant head works used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities are considered to be part of the sanitary sewer system and discharges into these temporary storage facilities are not to be considered SSOs.

Satellite Collection System – The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.

Sewer System Management Plan-SSMP – A series of written site specific programs that address how a collection system owner/operator conducts their daily business as is outlined in the WDR. Each SSMP is unique for an individual discharger. The plan includes provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Also must contain a spill response plan. Certification is offered by technically qualified and experienced persons and provides a useful cost effective means for ensuring that SSMPs are developed and implemented appropriately.

Southern California Alliance of Publicly Owned Treatment Works - Is a non-profit organization comprised of Publicly Owned Treatment Works including wastewater treatment plants and public collection system owner/operators dedicated to assisting its member cities and agencies in achieving regulatory compliance. Website: <http://scap1.org/>

Stakeholder - A person or organization that has a vested interest in the development and outcome of the SWRCB Order No. 2006-0003 Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

State Water Resources Control Board: Also called the State Board. This is the State agency that developed and passed the GWDR for collection systems and the agency that maintains the SSO reporting web site.

Static Model – A computer hydraulic model that uses the Manning’s Equation to determine hydraulic capacity of the gravity pipelines and either the Manning’s or Hazen-Williams Equations to determine the hydraulic capacity of the pressure pipeline system. The capacity is compared to the peak hydraulic flow in the system to determine potential deficiencies. The static model assumes the peak hydraulic flow occurs at all locations within the collection system at the same time.

Stoppage – Something that partially or fully blocks the wastewater from flowing through a sewer pipeline. A stoppage can be caused by debris in the sewer, grease buildup, root intrusion, or a partial or full collapse of the pipeline. If not caught in time, a stoppage may cause an overflow. This is also called a blockage.

System Evaluation and Capacity Assurance Plan – A required component of an agency’s SSMP and is an important part of any agency’s overall Capital Improvement Plan that provides hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event.

Wastewater Collection System: See Sanitary Sewer System.

SEWER SYSTEM MANAGEMENT PLAN

EXECUTIVE SUMMARY

The City of Roseville (City) operates under the council-manager form of municipal government. The City Council enacts laws and establishes administrative policy for the City. The City Manager is responsible for implementing City Council policy and the overall administration of day-to-day operations for the City of Roseville.

The City's Public Utilities Commission studies and advises the City Council on all utility issues related to city-owned utilities (electric, water, sewer, and solid waste).

The City's Wastewater Utility is one of five utilities operated in the Environmental Utilities Department (EUD). The Wastewater Utility is responsible for operation and maintenance of all wastewater facilities owned by the City including the Publicly Owned Treatment Works (POTWs), the wastewater collection system, the water quality lab and the recycled water utility.

The City's Wastewater Collection (WWC) Division is a division of Environmental Utilities Department (EUD). The WWC Division is responsible for management, operation, maintenance and capacity assurance of the City's sanitary sewer collection system which includes inspecting, cleaning, repairing and monitoring the gravity sewer lines, force mains and lift station.

The City initiated a preliminary Sewer System Management Plan (SSMP) assessment in 2005 to evaluate how well the Wastewater Collection (WWC) Division was positioned to comply with the anticipated State Water Resources Control Board (SWRCB) Statewide General Waste Discharge Requirements (WDR) order No. 2006-0003 for Sanitary Sewer Systems. That SSMP assessment indicated that the City was positioned fairly well to comply with the SWRCB's SSMP requirements.

The WWC Division hired Brown and Caldwell in 2006, to perform a comprehensive audit of the WWC Division practices in terms of WDR compliance. This audit produced a SSMP development plan and implementation schedule. Following the audit, the WWC Division retained Brown and Caldwell to prepare the formal SSMP.

Service Area and Relevant Statistics:

Figure ES-1 illustrates the boundary of Roseville's geographical service area. Statistics provided in this SSMP are as of 22 AUG 2019 and subject to change over time. Statistics subject to change will be updated in the appendices and on the City's website (www.roseville.ca.us).

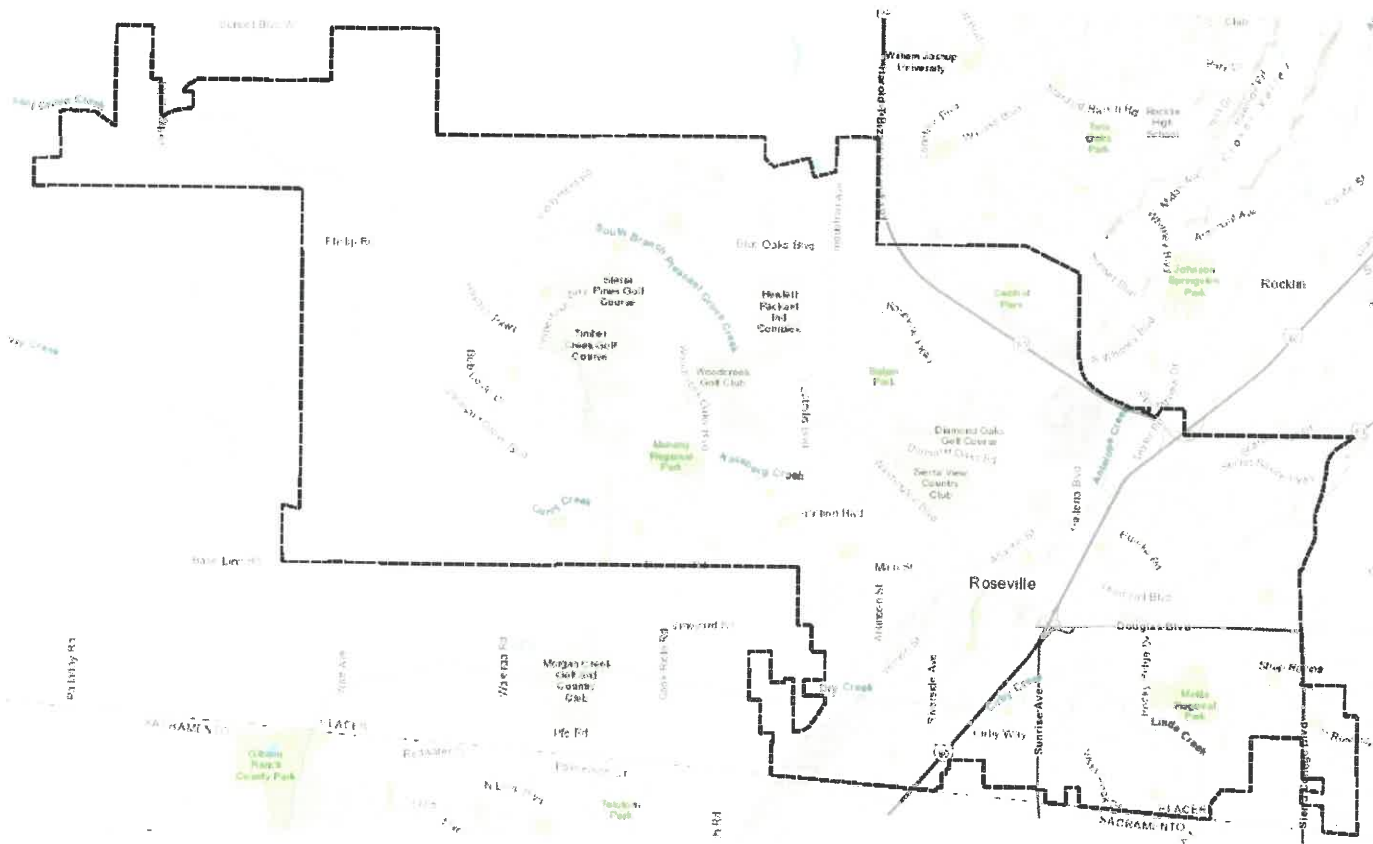


Figure ES-1. Roseville Vicinity Map

The City services area is approximately 44.20 square miles, has approximately 48,734 residential, 1,932 commercial and 600 industrial sewer connections and 2 Regional Wastewater Treatment Plants.

The WWC Division provides service to approximately 139,643 sewer customers. The wastewater collection and conveyance system consists of 751 miles sewer pipe ranging in size of 4" to 72" in diameter, 11,154 maintenance holes, and 15 neighborhood lift stations that convey an average dry weather flow of approximately 17 MGD. Sanitary sewerage is conveyed from the City's East boundaries to the Dry Creek Wastewater Treatment Plant and from its North and West boundaries to the Pleasant Grove Wastewater treatment plant.

WWC Division statistical records indicate that prior to the creation of this SSMP it has had a moderate Sanitary Sewer Overflow (SSO) rate in comparison to other communities in California of similar size and complexity. In the years prior to adoption of the SSMP, the WWC Division has experienced approximately 168 SSOs releasing approximately 15,203 gallons of sewage from the sanitary sewer collection and conveyance system. Since adoption of the SSMP in 2007, the city has experienced a combined 297 SSOs releasing approximately 10,625 gallons of sewage from the sanitary sewer system. Of that total, 8,699 gallons, or 82% has been captured and returned to the sanitary sewer system.

The majority of these SSO have occurred from blockages in service laterals. Since adoption of the SSMP, the average volume spilled per SSO has been less than 35 gallons/event. All SSOs have been mitigated in a timely manner and have not negatively affected public health or the environment.

The purpose of this SSMP is to describe the activities WWC Division uses to manage the City's wastewater collection system to further eliminate preventable SSOs, minimize those SSOs that do occur and protect both public health and the environment.

Objectives of this Plan:

1. To establish goals that align the management, operation, maintenance, and capacity assurance activities in a manner that will focus staff efforts to achieve the intended purpose of this SSMP.
2. To stay in compliance with the SWRCB's General Waster Discharge Requirement (GWDR) order No. 2006-0003 issued May 2, 2006.
3. To describe how the WWC Division complies with each element of the SWRCB's WDR/SSMP requirements addressing the following:
 - An Executive Summary, introducing the project scope and an overview of the City's and WWC Division's size, complexity and SSMP responsibility.
 - An organizational structure, identifying SSMP responsibilities, job classifications, contact information, and location of SSMP documents.
 - A narrative describing how WWC Division complies with each requirement.
 - WDR/SSMP requirements for each element,
 - Policies, procedures, and programs the WWC Division has in place or will have in place to achieve compliance with the SWRCB WDR/SSMP.
 - A living appendix for contact personnel, job descriptions, policies, procedures, and programs subject to change.
 - City's internet websites addresses for support/associated SSMP documents. (Some documents will be placed on the City's intranet site for security reasons. All electronic documents will be made available to State and Regional water board staff upon request).

SEWER SYSTEM MANAGEMENT PLAN

0. BACKGROUND

California State Water Resources Control Board (SWRCB) adopted a Statewide General Waste Discharge Requirement (WDR) order No. 2006-0003 May 2, 2006. This WDR dictates each publicly owned sanitary sewer system, termed Enrollee, develop, document, and implement a Sewer System Management Plan (SSMP) and make it available to the State and Regional Water Quality Control Boards (RWQCB) upon request.

The following paragraphs briefly summarize the key elements of an SSMP and the implementation requirements for Enrollees. The due dates for various elements of specific relevance to the City of Roseville are then summarized in Table 0-2.

0.1 What is an SSMP?

SSMPs are state-mandated requirements for California public collection system agencies that own or operate sanitary sewer systems greater than one (1) mile in length. The goal for these plans is to reduce SSOs, protect public health and environment and improve the overall maintenance and management of sewer systems including neighborhood lift stations.

0.2 What are the SSMP Requirements?

Table 0-1 identifies each required SSMP element and indicates what criterion must be addressed to achieve compliance with each respective/corresponding element.

Table 0-1. SSMP Requirements	
SSMP Elements	Criteria
Goals	• Properly manage, operate and maintain all parts of the collection system • Provide adequate capacity to convey peak wastewater flows • No repeat overflows from same location • Minimize the frequency of SSOs • Mitigate the impacts that are associated with all SSOs that may occur • Comply with all applicable regulatory notification and reporting requirements
Organization	• Identify agency staff responsible for the SSMP • Identify chain of communication for responding to and reporting SSOs
Legal Authority	• Control I/I from the collection system and laterals • Require proper design and construction of sewers and connections • Require proper sewer installation, testing and inspection • Ability to impose source control requirements
Operation and Maintenance Program	• Maintain up-to-date maps • Allocate adequate resources for system operation and maintenance • Prioritize preventative maintenance activities • Identify structural equipment to minimize equipment/facility downtime • Provide staff training on a regular basis
Design and Construction Standards	• Identify minimum design and construction standards and specifications • Identify procedures and standards for inspecting and testing

Table 0-1. SSMP Requirements

SSMP Elements	Criteria
Overflow Emergency Response Plan	• Provide SSO notification procedures • Develop and implement a plan to respond to SSOs • Develop procedures to report and notify SSOs • Develop procedures to prevent overflows from reaching surface waters, and to minimize or correct any adverse impact from SSOs
FOG Control Program	• Develop a Fats, Oil and Grease (FOG) control plan, if needed
System Evaluation and Capacity Assurance	• Establish a process to assess the current and future capacity requirements • Implement a capital improvement plan to provide hydraulic capacity
Monitoring, Measurement and Program Modifications	• Measure the effectiveness of each SSMP element • Monitor each SSMP element and make updates as necessary
SSMP Audits	• Conduct an annual audit that includes identifying deficiencies and steps to correct them
Communication Program	• Communicate with public (Customers) on SSMP development, implementation and performance and create a plan for communication with tributary/satellite sewer systems

0.3 What is the City Required to Do?

The WDR Provisions 1 thru 13 describes the requirements for compliance and consequences for non-compliance:

1. The Enrollee must comply with all conditions of the Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.
2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:
 - (i) Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
 - (ii) Interpreted or applied to authorize an SSO that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
 - (iii) Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDR, superseding this general WDR, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
 - (iv) Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.
3. The Enrollee shall take all feasible steps to eliminate SSOs. In the event that an SSO does occur, the Enrollee shall take all feasible steps to contain and mitigate the impacts of an SSO
4. In the event of an SSO, the Enrollee shall take all feasible steps to prevent untreated or partially treated wastewater from discharging from storm drains into flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.
5. All SSOs must be reported in accordance with Section G of the general WDRs.

6. In any enforcement action, the State and/or Regional Water Boards will consider the appropriate factors under the duly adopted State Water Board Enforcement Policy. And, consistent with the Enforcement Policy, the State and/or Regional Water Boards must consider the Enrollee's efforts to contain, control, and mitigate SSOs when considering the California Water Code Section 13327 factors. In assessing these factors, the State and/or Regional Water Boards will also consider whether:
- (i) The Enrollee has complied with the requirements of this Order, including requirements for reporting and developing and implementing a SSMP;
 - (ii) The Enrollee can identify the cause or likely cause of the discharge event;
 - (iii) There were no feasible alternatives to the discharge, such as temporary storage or retention of untreated wastewater, reduction of inflow and infiltration, use of adequate backup equipment, collecting and hauling of untreated wastewater to a treatment facility, or an increase in the capacity of the system as necessary to contain the design storm event identified in the SSMP. It is inappropriate to consider the lack of feasible alternatives, if the Enrollee does not implement a periodic or continuing process to identify and correct problems.
 - (iv) The discharge was exceptional, unintentional, temporary, and caused by factors beyond the reasonable control of the Enrollee;
 - (v) The discharge could have been prevented by the exercise of reasonable control described in a certified SSMP for;
 - Proper management, operation and maintenance (O&M);
 - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent SSOs (e.g., adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow (I/I), etc.);
 - Preventive maintenance (including cleaning and fats, oils, and grease (FOG) control);
 - Installation of adequate backup equipment; and
 - Inflow and Infiltration prevention and control to the extent practicable.
 - (vi) The sanitary sewer system design capacity is appropriate to reasonably prevent SSOs.
 - (vii) The Enrollee took all reasonable steps to stop and mitigate the impact of the discharge as soon as possible.
7. When a SSO occurs, the Enrollee shall take all feasible steps and necessary remedial actions to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.

The Enrollee shall implement all remedial actions to the extent they may be applicable to the discharge and consistent with an emergency response plan, including the following:

- (i) Interception and rerouting of untreated or partially treated wastewater flows around the wastewater line failure;
- (ii) Vacuum truck recovery of SSOs and wash down water;
- (iii) Cleanup of debris at the overflow site;
- (iv) System modifications to prevent another SSO at the same location;

- (v) Adequate sampling to determine the nature and impact of the release; and
 - (vi) Adequate public notification to protect the public from exposure to the SSO.
8. The Enrollee shall properly, manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.
 9. The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally acceptable accounting practices.
 10. The Enrollee shall provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan for all parts of the sanitary sewer system owned or operated by the Enrollee.
 11. The Enrollee shall develop and implement a written SSMP and make it available to the State and/or RWQCB upon request. A copy of this document must be publicly available at the Enrollee's office and/or available on the Internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.
 12. In accordance with the California Business and Professions Code sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. Specific elements of the SSMP that require professional evaluation and judgments shall be prepared by or under the direction of appropriately qualified professionals, and shall bear the professional(s)' signature and stamp.
 13. The mandatory elements of the SSMP are specified below. However, if the Enrollee believes that any element of this section is not appropriate or applicable to the Enrollee's sanitary sewer system, the SSMP program does not need to address that element. The Enrollee must justify why that element is not applicable.

Note: The mandatory elements and associated WDR section and due dates in Table 0-2 below are applicable to the City of Roseville.

Table 0-2. Sewer System Management Plan Time Schedule	
Mandatory Elements and Associated WDR Section	Due Date
Application for Permit Coverage Section C (this is complete)	November 1, 2006
Reporting Program Section G	September 1, 2007
SSMP Development Plan and Schedule No specific section (this is complete)	August 1, 2007
Goals and Organizational Structure Section D 13 (i) and (ii)	November 1, 2007
Overflow Emergency Response Program Section D 13 (vi)	November 1, 2008
Legal Authority Section D 13 (iii)	November 1, 2008
Operations and Maintenance Program Section D 13 (iv)	November 1, 2008
FOG Control Program Section D 13 (vii)	November 1, 2008
Monitoring, Measurement and Program Modification Section D 13 (ix)	May 1, 2009
SSMP Audits Section D 13 (x)	May 1, 2009
Communication Program Section D 13 (xi)	May 1, 2009
Final SSMP	May 1, 2009

SEWER SYSTEM MANAGEMENT PLAN

1. GOALS

1.1 WDR/SSMP Goal Requirement

The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

1.2 Roseville Goals

The City's WWC Division has established seven goals to guide the development, implementation and success of Roseville's SSMP. These goals are designed to facilitate and target the management, operation and maintenance of the sanitary sewer collection system in a manner that will sustain the infrastructure, protect public health and the environment, and achieve compliance with State Water Resources Control Board's General Waste Discharge Requirement (GWDR) for Sanitary Sewer Systems. These goals include:

1. Properly manage, operate, and maintain all portions of the City's wastewater collection system.
2. Provide adequate capacity to convey peak wastewater flows.
3. No repeat overflows from the same location.
4. Minimize the frequency of SSOs.
5. Mitigate the impacts that are associated with all SSOs that may occur.
6. Comply with all applicable regulatory notification and reporting requirements.
7. Maintain high design and construction standards for new and rehabilitated infrastructure.

1.3 Appendix A – Development Plan and Schedule

Appendix A includes the following:

- A-1 Roseville's SSMP Development Plan and Implementation Schedule

SEWER SYSTEM MANAGEMENT PLAN

2. ORGANIZATION

2.1 WDR/SSMP Organization Requirement

The WDR/SSMP organization requirement specifies that each SSMP identify the following:

- The name of the agency's responsible or authorized representative.
- The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services [OES]).

2.2 SSMP Responsibility Organization Chart

The SSMP Responsibility Organization Chart for Roseville is illustrated in Figure 2-1.

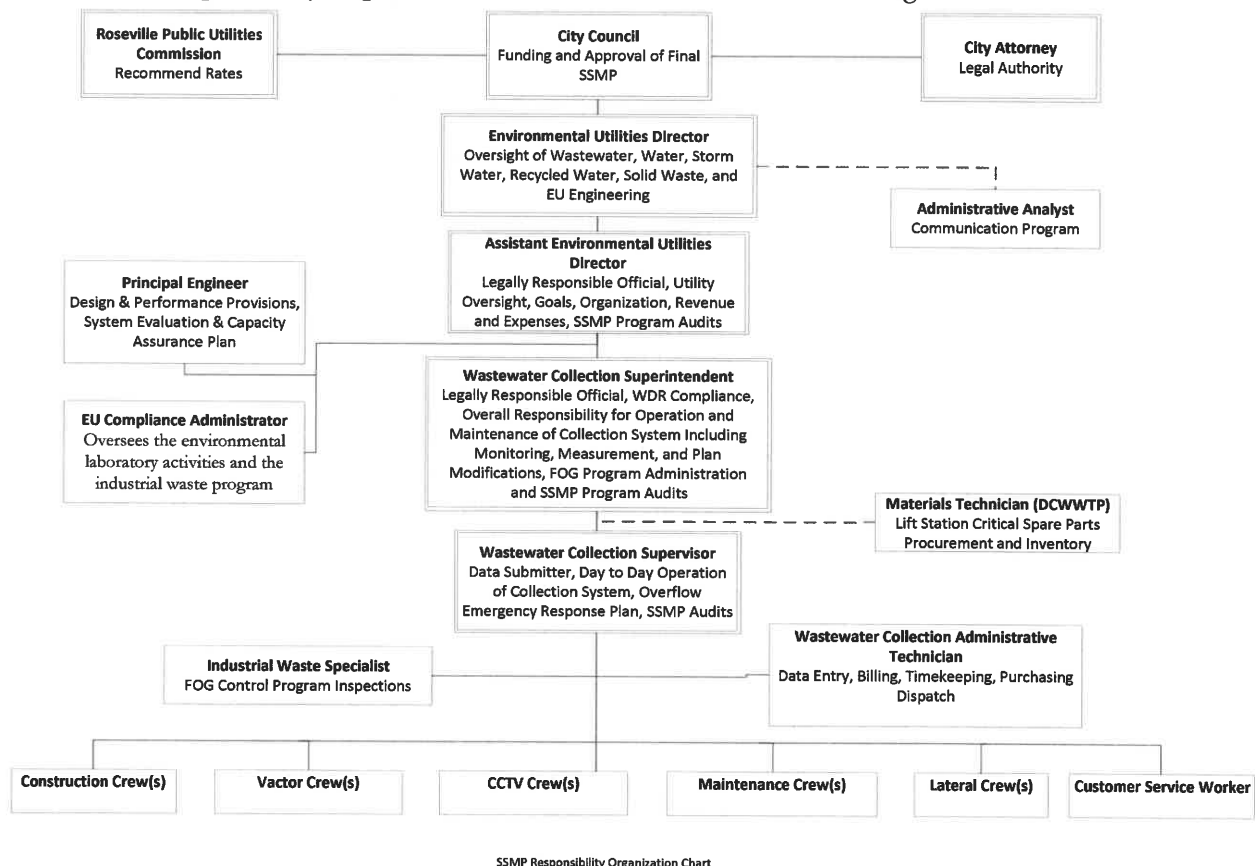


Figure 2-1. SSMP Responsibility Organization Chart

General Position Description - SSMP Responsibilities:

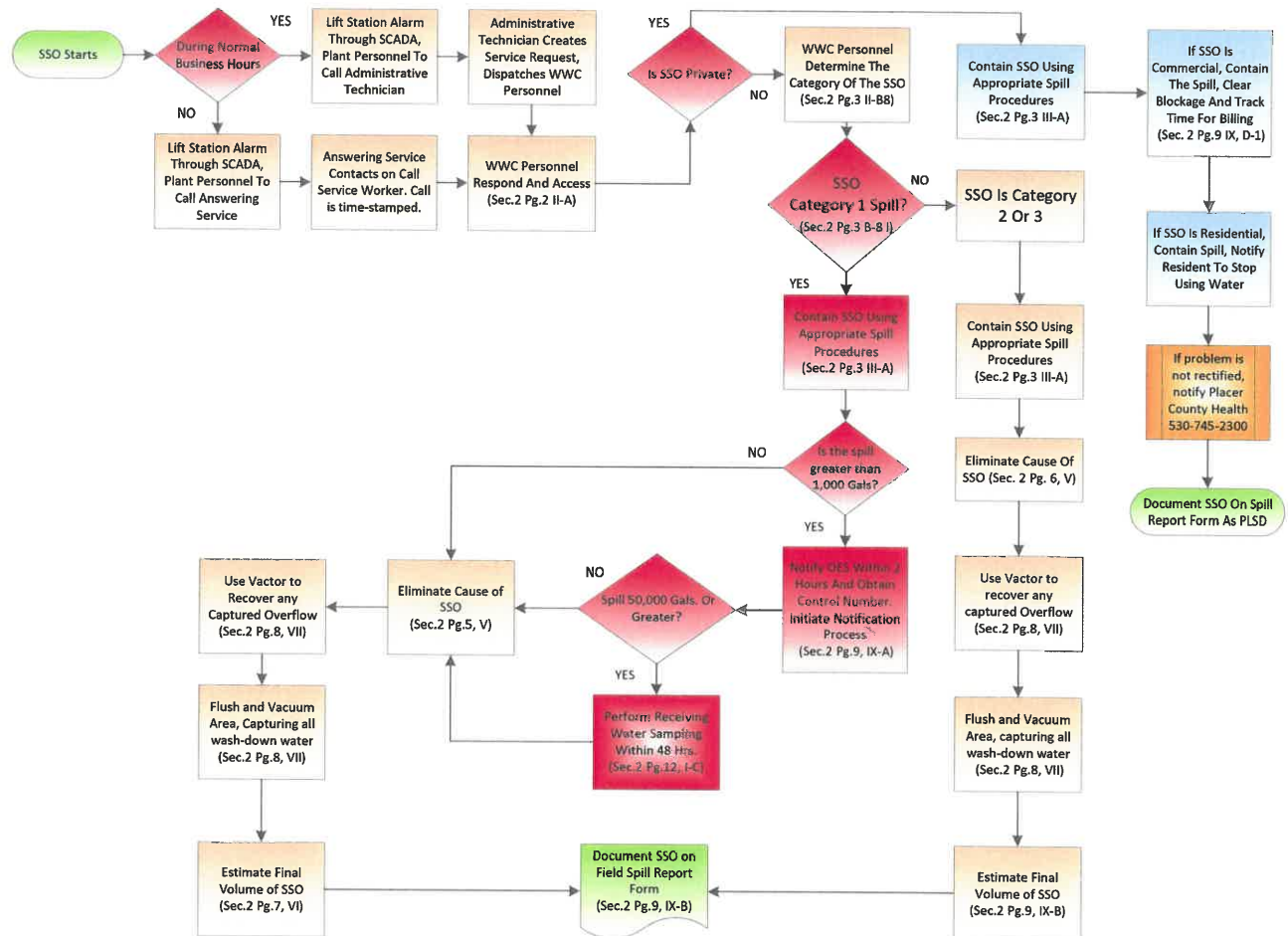
- **City Council:** The City Council is the elected governing board of the City. Members are elected “at-large” through regular elections. The city, a municipal corporation and charter city, consists of all the territory within the boundaries thereof, and all territory outside the boundaries thereof over which it has jurisdiction or control by virtue of any constitutional or statutory provision.
- **Roseville Public Utility Commission:** The commission is appointed by the City Council which studies and advises the City Council on all utility issues related to city-owned utilities (electric, water, sewer, and solid waste). Issues include planning, rates, public information, complaints about rates or operations, and activities of utility joint powers agencies.
- **City Attorney:** Receives policy direction from the City Council and acts as legal advisor and counsel to the City Council, City Boards and Commissions, City Manager, and City departments and represents the City in litigation against the City.
- **Environmental Utilities Director:** The Environmental Utilities Department (EUD) Director is responsible to plan, organize, direct, and review the activities and operations of the EU Department. This includes the following 5 utilities: Wastewater, Water, Recycled Water, Solid Waste, and Storm Water along with the Business Services Division and Environmental Utilities (EU) Engineering.
- **Assistant Environmental Utilities Director:** Is the legally Responsible Official (LRO) in the WDR. Has overall responsibility for the management and oversight of the entire WW Utility. Oversees revenue and expenses, along with operation and maintenance of the WW Treatment Plants and WWC system for the City.
- **Principal EU Engineer:** Is responsible to oversee the EUD’s rehabilitation program and capacity assurance of the wastewater collection system.
- **EU Compliance Administrator:** Oversees the environmental laboratory activities and the industrial waste program, and prepares regulatory compliance reports.
- **WWC Superintendent:** Is the Legally Responsible Official (LRO) in the WDR. Overall responsibility for the operation and maintenance of the WWC system in the City boundary. Oversees the WWC budget to ensure expenses are within plan along with overseeing the content and management of the Computerized Maintenance Management System (CMMS) used by the City for the WWC System. Implements and oversees Fats Oils and Grease (FOG) Control Program
- **WWC Supervisor:** Data submitter. Is responsible for the day-to-day operation of the wastewater collection system, supervision of the WW Utility Maintenance Workers in the areas of Construction, Closed-Circuit Television (CCTV) and system cleaning with our Vactor crews. Ensures that Work Orders are produced, completed, and closed-out, and ensures the integrity of the CMMS data.
- **Industrial Waste Specialist:** Performs outreach, inspection, data management and monitoring for FOG compliance at the City’s food service establishments
- **Administrative Analyst:** Is responsible for the EU Department’s outreach to the community, ratepayers, and stakeholders. Prepares materials, manages outside consultants and interfaces with City’s Communication Manager.
- **WWC Administrative Technician:** Answers and dispatches customer calls, generates and closes out customer service requests and work orders. Acts as a receptionist to interact with the general public, maintains statistical records and tabulates data; receives two-way radio calls; secures and records information and uses radio to dispatch necessary city services.
- **Customer Service Representative:** Responds to customer calls and mitigates any main line/service line blockages that could possibly result in a SSO and does Underground Service Alerts (USA) work,

locating and marking underground utilities. The division's response time goal is 20 minutes to a call for service.

- Senior WW Utility Maintenance Worker: Responsible to ensure that the crews carry out the work assigned to them by the WWC Supervisor. Each of the following crews are assigned a Senior WW Utility Maintenance Worker: Construction, Maintenance, and Annual Rehabilitation Projects.
- WW Utility Maintenance Worker I and Maintenance Worker II -: Responsible to carry out tasks and duties assigned by the WWC Supervisor and Senior WW Utility Maintenance Worker. Performs the CCTV inspections, sewer cleaning and testing, and sewer lift stations and pump station maintenance.

2.3 Chain of Communication Reporting Chart

Figure 2-2 illustrates WWC Divisions overflow emergency response plan chain of communication.



Revised 10 JUN 19

Note: All Necessary Reporting and Notification to OES or CIWQS will be completed by Supervisor or Superintendent

Figure 2-2. OERP Plan Chain of Communication

2.4 Appendix B – Organization Documents

Appendix B includes the following:

- B-1 Contact List – Personnel Responsible for SSMP Elements
- B-2 Contact List – Personnel Responsible for SSO Reporting
- B-3 Contact List – Personnel Responsible for Responding to SSOs Weekly Standby

SEWER SYSTEM MANAGEMENT PLAN

3. LEGAL AUTHORITY

3.1 WDR/SSMP Legal Authority Requirement

The WDR/SSMP Legal Authority requirement specifies that each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- a. Prevent illicit discharges into its sanitary sewer system, (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc).
- b. Require that sewers and connections be properly designed and constructed;
- c. Ensure access for maintenance, inspection or repairs for portions of the lateral owned or maintained by the Public Agency;
- d. Limit the discharge of FOG and other debris that may cause blockages, and
- e. Enforce any violation of its sewer ordinances.

3.2 Industrial Pretreatment Program

The following is an overview the Industrial Pretreatment program:

The Pretreatment Program Enforcement Response Plan (ERP) outlines operational procedures intended to ensure that the Significant Industrial Users (SIUs), and the small Commercial/Industrial dischargers to the sanitary sewer system are appropriately permitted and monitored. The Industrial Waste Division (IWD) of the EUD administers the ERP. To assure compliance by these dischargers, the IWD implements enforcement procedures specified by the U.S. Environmental Protection Agency (EPA) in accordance with 40CFR 403.5 (f) (5). The ERP specifies criteria by which IWD personnel determine the enforcement action most appropriate to the nature of the violation.

3.3 Municipal Code and Design and Construction Standards

The municipal code section 14.12.040 provides the following authority to establish building sewers and connection requirements:

14.12.040 Building Sewers and Connections.

The City of Roseville's municipal code states that the connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. All connections shall be made gas-tight and watertight. A cleanout shall be installed at the point of connection with the public sewer. The cleanout shall be in an approved box and shall be easily accessible. The building sewer and cleanout shall be maintained by the owner.

The City of Roseville's design and construction standards regulate and guide the design and preparation of plans and construction of the City of Roseville's sanitary sewer systems and related public improvements, and set guidelines for all private works, which involve related improvements.

3.4 Municipal Code – Sewer Access Authority

The Charter in the municipal code provides the following authority to access City owned and operated sewers and related facilities:

Charter - Article X. Municipally-Owned Utilities Sec. 10.01. General Powers Respecting Utilities

The City shall possess all the powers granted to cities by state law to construct, condemn and purchase, purchase, acquire, add to, maintain, and operate, either within or outside its corporate limits, including, but not by way of limitation, public utilities for supplying water, light, heat, power, gas, transportation, sewage and refuse collections, treatment and disposal services, or any of them, to the municipality and the inhabitants thereof; and also to sell and deliver any of the utility services above mentioned outside its corporate limits, to the extent permitted by state law. Each city-owned utility shall be financially self-sufficient, and shall fully compensate the city general fund for all goods, services, real property and rights to use or operate on or in city-owned real property. (Amended by general municipal election on November 7, 2000.)

3.5 Municipal Code – FOG

The municipal code section 14.12.050 provides the following authority to require grease interceptors:

14.12.050 Use of Public Sewers

The City of Roseville's municipal code section 14.12.050 use of public sewers, Subsection F, states that Grease, oil and grit interceptors shall be provided when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, grit or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director and shall be located as to be readily and easily accessible for cleaning and inspection.

14.14 Discharges of Fats, Oils and Grease From Food Service Establishments

Roseville's City Council adopted a new FOG ordinance on September 8, 2008. (See appendix G2)

3.6 Municipal Code – Enforcement Authority

The municipal code section 14.12.060 provides the following authority to penalize violators of the City's code requirements:

14.12.060 Violation — Penalty

- A. Violation of the provisions of this chapter may be charged as either an infraction or a misdemeanor, in the discretion of the city attorney.

- B. Any person violating any of the provisions of this chapter shall be liable to the city for any expense, loss or damage occasioned the city by reason of such violation.

(Ord. 2324 § 1, 1990: Ord. 1298 § 1, 1975: prior code § 20.35.)

3.7 Inter-Agency Agreements and Satellite Systems

The following agreements to address regional and satellite systems are currently in effect:

- **Joint Exercise of Powers Agreement for the South Placer Wastewater Authority**

The purpose of this agreement is to provide for planning, financing, acquisition, ownership, construction and operation of Regional Wastewater Facilities.

- **Agreement Regarding the Operation and use of the South Placer Regional Wastewater Facilities**

The City shall perform and operate and maintain the Regional Wastewater Facilities in compliance with, all of the covenants of the authority relating to the “Enterprise,” set forth in Article V of the Indenture.

- **Wastewater Service by Contract and Operating Agreement between SRCSD, SASD and City of Roseville**

The intent of the agreement is to meet regulatory requirements and to provide a consistent manner in which the operation, maintenance, financial and ownership responsibilities are defined

3.8 Appendix C – Legal Authority Documents

Appendix C includes the following:

- C-1 Pretreatment Program Enforcement Response Plan - TOC
- C-2 Municipal Code Title 14 Public Utilities Chapter 14.12 and 14.16 <http://qcode.us/codes/roseville/>
- C-3 Sanitary Sewer Design - Section 9 – TOC
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>
- C-4 Sanitary Sewer System Construction - Section 91 – TOC
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>
- C-5 Joint Exercise of Powers Agreement for the South Placer Wastewater Authority
- C-6 Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities
- C-7 Wastewater Service Agreement by Contract and Operating Agreement between SASD, SRCSD and City of Roseville

SEWER SYSTEM MANAGEMENT PLAN

4. OPERATION AND MAINTENANCE ACTIVITIES

4.1 WDR/SSMP Operation and Maintenance Program Requirement

The WDR/SSMP Operation and Maintenance Program requirement specifies that each SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities;
- (b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and television inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
- (d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and
- (e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

4.2 Roseville Collection System Maps

The WWC Division maps are maintained and managed in the following manner:

- The WWC Division maintains electronic and hard copy up-to-date maps of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water facilities. The grid map in Appendix D-1 encompasses all sewer-shed basins within the City of Roseville's jurisdictional boundaries.
- Electronic copies of the system maps are accessible in the City's GIS and hard copies are located in the various Utility department offices and field crew trucks.
- Maps are updated as new sub-divisions are accepted; internal staff makes repairs, rehabilitates or replaces components of the system that require updating of the maps. An SOP has been developed to address procedures that ensure mapping is correct and completed in GIS.

4.3 Roseville Preventive Operations & Maintenance Activities

Overview – Collection System and Responsibility

- The City's WWC Division is a division of EUD. The overall responsibility of the WWC Division is the management, O&M of the City's sanitary sewer collection system, which includes inspecting, cleaning, repairing and monitoring the gravity sewer lines, force mains and lift stations.
- The City's Street Department operates and maintains the storm drain system, which consists mainly of road drainage receivers, pipes and ditches.
- The City's service area is approximately 44.2 square miles. The wastewater collection division provides service to approximately 139,112 customers in its service area. There are approximately 533 miles of sewer mains, 266 miles of sewer laterals, 47,638 services, and 15 neighborhood lift stations. The City maintains the portion of the service laterals from property line to the mainline in the street.
- The City operates and maintains two Regional Wastewater Treatment plants. Sanitary sewerage is conveyed through its collection system by shed basins from the east boundaries of the City to the Dry Creek Wastewater Treatment Plant and the north and west boundaries to the Pleasant Grove Wastewater treatment plant. Sewer Maintenance operations include cleaning, televising, repairing, replacing, and monitoring the sanitary sewer system. The WWC division, including office staff, employs 30 full time employees. Crews and work responsibilities break down the WWC division.

Cleaning Program

- The WWC Division has maintenance and cleaning programs to keep the sanitary sewer system operating efficiently and to minimize the number of main line stoppages and calls for service. Sewer cleaning using hydraulic or mechanical methods performed on a routine basis helps to remove accumulated debris in the pipe such as sand, silt, grease, roots, and rocks.
- The WWC Division has dedicated three full time cleaning crews. The Collection division has an up-to-date map of the collection system. The map is broken into grids. Each grid is set up for scheduled maintenance into a CMMS based on history. As the grids come up for scheduled maintenance or cleaning, each crew is assigned to one of the grids in the city. A cleaning crew typically consists of a WW Utility Maintenance Worker 2 and a WW Utility Maintenance Worker 1, Supervised by the WWC Supervisor. Crews use combination high-pressure and vacuum sewer jet trucks and a trailer mounted mechanical Eel.

Sewer Inspection

- The WWC Division has two dedicated full time inspection crews. A CCTV inspection crew typically consists of one WW Utility Maintenance Worker 2 and a Wastewater Utility Maintenance Worker 1, Supervised by the WWC Supervisor. The inspection data is gathered electronically and is up-loaded into the CMMS. Preventative maintenance is set up from the data gathered.
- Inspections of the sanitary sewer system are a routine and essential duty for the WWC Division crews. Regular inspections can help troubleshoot and minimize problems with the collection system. Connections to the system and unwanted sources of inflow are identified through sewer inspections. CCTV inspection crews also inspect new infrastructure as it is accepted into the City, as well as time of warranty acceptance. As part of the sewer cleaning process, crews inspect and report on any problems or deficiencies within the sanitary sewer system. Such items included in the inspection are:

1. Visual Inspections

Visual inspections are performed on the sewer system manholes at a higher frequency than CCTV inspections because of the relative ease of performance. This type of inspection can give a good indication as to the condition and proper functioning of the collection system and generally includes:

A. Manhole Inspection

- Frame and cover
- Grade adjustments
- Flow surcharging
- Manhole bottom channels
- Structural integrity/manhole degradation
- I/I into manhole
- Other miscellaneous problems

B. Sewer Inspection

- Dirt and stone brought back while cleaning
- Abnormal amount of debris in line
- Excessive amounts of grease in line
- Blockage or obstruction in line
- Excessive flow (relative to upstream flows)
- Any miscellaneous problems

Any of the above items would result in further study of the sewer and include CCTV inspection, sewer repair, or manhole repair. Field crews have the authority to write up anything they deem to be a problem or potential problem to the sewer system.

2. CCTV Inspection

- Requested by cleaning crew because of a suspected problem
- In connection with I/I investigation work
- Condition assessment for justifying sewer rehabilitation work
- Routine check on the effectiveness of sewer cleaning
- Sewer inspection prior to street overlay projects
- Inspection of sewer stubs for further development
- Inspection and acceptance of new infrastructure

3. Electroscan Inspection

Leaks in sewer pipes are located by measuring the electricity flowing from a probe that is pulled through a pipe. Since electricity will seek ground, any electrical current that escapes the pipe, is an indication that water can escape as well. This technology is used primarily for the acceptance of CIPP rehabilitation, to find any potential defects that CCTV can't identify.

Maintenance

- The WWC Division has maintenance programs and schedules to minimize the number of service line stoppages, lift station failures, and calls for service.
- There are full time employees dedicated to maintenance of services lines, minor manhole repairs, and neighborhood lift station. There are typically two crews. Crews typically consist of one WW Utility Maintenance Worker 2 and a WW Utility Maintenance Worker 1 supervised by a Senior WW Utility Maintenance Worker. These crews perform the following duties:

- Routine maintenance and inspection of lift stations
- Rehabilitation of service lines using trenchless technology (CIPP Lining)
- Mechanically cleaning and CCTV inspection of services
- Mechanically cleaning mains
- Manhole repair and coating
- Traffic control setup on an as needed basis
- Confined space entry on an as needed basis
- Application of chemical root control
- Cleanout Installation Program

Construction/Repair

- The WWC Division construction crew performs routine and emergency repairs on the City's sewer infrastructure.
- Repair work includes sanitary sewer replacements, spot repairs, lateral, and service tap replacements, manhole repairs and manhole replacements. Construction crews replace main line sections from manhole to manhole when the condition assessment dictates the need. Since the inception of the SSMP, the WWC Division has made great strides in getting the sewer system structurally secure and is currently concentrating on a condition assessment and replacement of the aging infrastructure.

Rehabilitation Projects

- In addition to our normal repair work, the Utilities division is committed to doing one or two sanitary sewer rehabilitation projects each year. These rehabilitation projects are generated off of historical data contained in the CMMS related to the condition of the sewers, as well as feedback from our CCTV inspection and Hydro crews, the subject matter experts in the field.
- The objective of all rehabilitation work is to improve the structural integrity, restore the hydraulic capacity of pipes, and the reduction of I/I into the sanitary sewer system.

Customer Service

The WWC Division has one full time employee dedicated to customer service. This position is generally staffed by a WW Utility Maintenance Worker 2. The primary job is to respond to customer calls and is the first responder to mitigate any main line or service line blockages that could possibly result in a SSO and perform USA duties. The customer service response time goal is 40 minutes during business hours and after hour's service calls.

Staff Support

- The WWC Division field operation is supported by a full time Administrative Technician. The duties of this position include answering and dispatching customer calls; generating and closing out customer service request and work orders. Acts as a receptionist to interact with the general public, maintains statistical records and tabulates data; receives two-way radio calls; secures and records information and uses radio to dispatch necessary city services.

Industrial Waste Specialist

- Implement, maintain, inspect and enforce the City's Fats Oils and Grease program as it relates to Food Service Establishments.

4.4 Rehabilitation and Replacement Plan

The WWC Division has created the following rehabilitation and replacement plan:

The WWC Division's Condition Assessment and Capital Improvement Plan divides the City's collection system manholes and pipes into 21 "groups" that will be inspected over a period of time. In 2006, the first group of pipes and manholes was inspected and included in the Rehabilitation and Replacement plan. The plan includes identification of defects utilizing standardized manhole and pipe inspection logs. The NASSCO rating system is utilized for rating of defects. Once each pipe/manhole is inspected, it is assigned a rating score that includes factors for the probability of failure and the criticality of the asset (risk assessment). Pipes/manholes with high scores are included in the rehabilitation/replacement plan that evaluates the appropriate action needed, the anticipated cost and a schedule for implementation.

4.4.1

When deficiencies are coded, the CCTV operator will copy the segment to a disc or hard drive and provide a report to their supervisor. The supervisor will review the maintenance history of the main, any SSO history and determine if the segment should be rehabilitated or continue on established preventative maintenance schedules. If conditions warrant rehabilitation, the supervisor will add the main to an asset group already created in Hansen CMMS. When a CIP project is established through EU Engineering, the WW supervisor will provide the engineering group with a list of segments that need to be rehabilitated. The list is reviewed and prioritized, and a project is created for CIPP lining.

4.5 Training

The WWC Division has established the following training requirements:

- The WWC Division requires that all collection system personnel except entrance level WW Utility Maintenance Worker I (trainee) have a California Water Environment Association (CWEA) Collection System Operator certification at a level appropriate to their job responsibilities and to maintain that certification they must complete 12 hours of continuing training every two years. The test for the required CWEA certification ensures that employee that hold these certification do possess the knowledge, skills and abilities to skillfully perform the collection system operator duties. See CWEA website <https://cert.cwea.org/certification/collection-system-maintenance/> for most current requirements.
- The WWC Division has SOPs for SSO response and mitigation, backhoe operation, sewer cleaning equipment, and locating and marking USA.
- The WWC Division utilizes Safety Plus Web, an online safety management program to train and document all safety trainings. New programs are implemented into a Competency Based Testing (CBT) format to ensure all staff receive the required training throughout the year.
- Employee safety
 - Hold weekly safety meetings and maintain sign-in log.

- Hold daily tailgate safety meetings.
- Present safe practice reminder at all meetings, including learning opportunities
- Maintain compliance of OSHA safety rules.
- All vehicles are equipped with a gas detector.
- Annual training on all SOPs
- Review Safety Data sheets (SDS) for new chemicals used.
- Employee certifications and training
 - Annual training and testing on Sanitary Sewer Overflow Emergency Response Plan
 - Employees to receive and renew job specific certifications for DMV, CPR, and First Aid, as required.
 - Employees shall be knowledgeable of and annually trained in the Confined Space Policy including hands on Non-Entry Rescue..
 - Employees annually trained in trench shoring and excavation, as well as trench permit documentation.
 - Employees shall be knowledgeable of and re-trained in the Gas Detector Use Policy, annually.

4.6 Equipment and Critical Replacement Parts

The WWC Division's equipment and critical replacement parts inventory lists are located in Appendix D. Critical spare parts inventory and re-order levels are maintained by Materials Technician at Dry Creek WWTP

4.7 Appendix D – Operation and Maintenance Program Documents

Appendix D includes the following:

- D-1 City of Roseville Sewer Map Grid System
- D-2 Maintenance Cleaning Schedule
- D-3 CCTV Video Report
- D-4 SOP
- D-5 CWEA Certification Handbook, http://www.cwea.org/pdf/tcp/hb_csm.pdf
- D-6 Equipment Inventory List
- D-7 Critical Replace Parts List
- D-8 Technical Memorandum O&M Program SSMP Audit-Rehabilitation and Replacement Plan (Element IVC)
- D-9 Mapping Update Policy
- D-10 Process for Evaluating CCTV Data for CIP

5. DESIGN AND PERFORMANCE PROVISIONS

5.1 WDR/SSMP - Design and Performance Provisions Requirement

The WDR/SSMP Design and Performance Provision requirement specifies that each Enrollee have the following:

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

5.2 Sanitary Sewer Design and Specifications

The City's sewer Design and Specification Standards, section 9, are located on the City's website.

The purpose of the City Design Standards is to provide direction in the application of improvements which are to be dedicated to the public and accepted by the City for maintenance or operation, and to provide for coordinated development of those facilities to be used by and for the protection of the public. This includes certain private works, as well as improvements to be installed within existing City rights-of-way and easements. Whereas it is the intent of these Standards to govern all new construction, City staff shall interpret and apply the Standards in a manner which achieves their intent, while encouraging and enabling the redevelopment of infill and vacant parcels especially within the City's Redevelopment Project Area.

These Standards shall apply to, regulate, and guide preparation of traffic impact studies and the design and preparation of plans for construction of streets, highways, alleys, drainage, sewerage, traffic signals, site access, water supply facilities and related public improvements, and shall set guidelines for all private works which involve drainage, grading, trees, and related improvements.

The purpose of the City Construction Standards is to provide minimum standards to be applied to improvements which are to be dedicated to the public and accepted by the City for maintenance or operation and certain private works, as well as improvements to be installed within existing rights-of-way and easements. This is necessary in order to provide for coordinated development of required facilities to be used by and for the protection of the public. These Construction Standards shall apply to, regulate, and guide construction of streets, highways, alleys, drainage, sewerage, traffic signals, site access, water supply facilities and related public improvements, and shall set guidelines for all private works which involve drainage, grading, trees and related improvements.

All improvements within the City rights-of-way shall be installed in accordance with the approved improvement plans and specifications, the City of Roseville Design Standards, the City of Roseville Construction Standards and the State of California Department of Transportation Standard Specifications.

5.3 Sanitary Sewer System Construction and Performance Provisions

The City's construction standards are located on the City's internet and the following is an overview of those requirements:

Section 91-12 of the City's Sanitary Sewer Construction Standards defines the criteria for testing of installed sewer improvements. It states that sewer pipe and fittings shall be installed in accordance with Roseville's Construction Standards and as recommended by the manufacturer. The Construction Standards and manufacturer's guidelines shall be present at the construction site at all times.

All sewer mains, services, manholes and appurtenances are tested; Sewer mains and services are air tested and CCTV inspected by EUD after installation of the joint trench utility crossings and sub-grade elevations have been met. CCTV inspections are performed by the EUD, Wastewater Division. Costs for inspections are borne by the Contractor. Preliminary inspections may be performed by outside contractors, but are not accepted by EUD as an official record.

The sewer system shall be completely cleaned by an approved method prior to CCTV inspection. Sewer manholes are vacuum tested. After the sewer manholes have been raised and finished to grade, the sewer system shall be final ball-and-flushed in the presence of a EUD Inspector.

When all improvements are substantially complete, the contractor shall provide a written request for a punch-list inspection of the improvements. Sewer mains, services, manholes and appurtenances shall be repaired per these Construction Standards. After the correction has been completed, the excavation shall be backfilled and compacted to grade as specified. The repairs shall then be retested per section 91-12 of the Construction Standards.

5.4 Appendix E – Design and Performance Provisions Documents

Appendix E includes the following:

E-1 Table of Contents – Section 9 – Sanitary Sewer Design

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129E-2> Table of Contents - Section 91 – Sanitary Sewer System construction

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129E-3> Technical Memorandum, SSMP Preparedness Audit Design and Performance Provisions Element V

6. OVERFLOW EMERGENCY RESPONSE PLAN

6.1 WDR/SSMP Overflow Emergency Response Plan Requirement

The WDR/SSMP Overflow Emergency Response Plan requirement specifies that each Enrollee shall develop and implement an Overflow Emergency Response Plan (OERP) that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- (b) A program to ensure an appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

6.2 Notification Procedures

The WWC Division SSO notification procedures are as follows: SSO notification procedures are contained in the WWC Division's sanitary sewer overflow procedures manual, and a copy is located in the on call vehicle. The procedures are in a three ring binder and are available to all WWC personnel responsible for responding to SSOs, mitigating SSOs and reporting SSOs. The organizational response plan and chain of communication chart are located in Section 2 and the complete written response plan including names and contact information is located in Appendix F-1. Whenever SSO procedure updates are necessary they are made and a revised date is placed on each page of the procedure. This helps to ensure timely SSO response, migration and reporting. Figure 6-2 illustrates WWC Division's SSO notification procedures.

IF SSO	AND...	NOTIFY...
discharges of a 1,000 gallons or greater to surface water or spilled in a location where it will probably be discharged to a surface water, shall, as soon as possible, but no later than two (2) hours after becoming aware of the discharge		(All numbers use area code 916 unless otherwise noted) WWC Supervisor – Dan Pruden (Wk) 916-746-1891, (Cell) 916- 580-5600 WWC Superintendent- Chris Bracco (Wk) 916-746-1892, (Cell) 916-223-7771 The individual(s) notified above is/are responsible for notifying the following: - Asst EU Director- Ken Glotzbach (Wk)916- 774-5754, or 916-300-8714 ONE CALL (OES) → - OES - 1-800-852-7550 Obtain control number, complete field spill report form <u>Additional Numbers for Reference</u> Placer County Environmental Health 1-530-745-2300 Regional Water Quality Control Board : - Kari Holmes – (Wk) 916-464-4623 : Kari.Holmes@waterboards.ca.gov - Mohammed Farhad – (Wk) 916-464-1181: MFarhad@waterboards.ca.gov California Department of Fish and Wildlife – 445-0045 Option #2
Will affect American River	→	Notify: Fairbain Water Treatment Plant 916-808-3120
Will affect Sacramento River	→	Notify: Sacramento River Water Treatment Plant 916-808-4961 or City Operator 916-264-5011
Enters structure and requires clean-up		Notify: - Normal Business Hours- Contact Risk Management 774-5202 - After Hours, Weekends or Holidays- Dave Rawe- Risk Manager @ 209-613-9448

Figure 6-1. Regulatory Agency Notification

6.3 Response Program

The WWC Division has established and implemented the following SSO response plan:

The WWC Division has developed procedures for responding to SSOs. The purpose of these procedures is to ensure that all SSO responses are handled efficiently and effectively and that all regulatory requirements are met. Collection Systems Division staff is required to know and follow these procedures. These procedures are summarized in Figure 6-2 below.

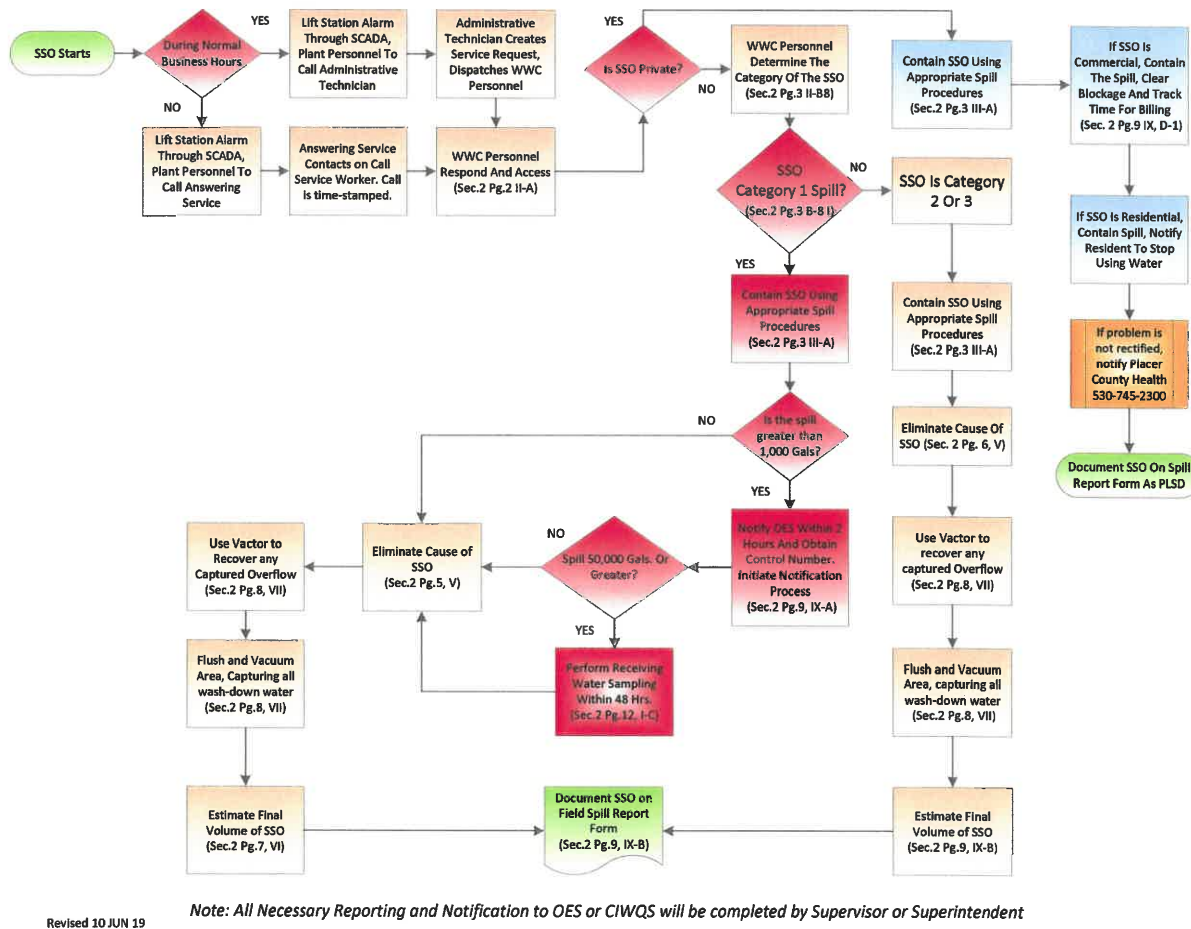


Figure 6-2. SSO Procedures Flow Chart

6.4 Regulatory Notification Procedure

The WWC Division has established and implemented the following notification procedures:

The WWC Division Superintendent and Utility Manager are the legally responsible officials (LRO) to certify SSO reports that have been submitted to SWRCB data base. Both the WWC Superintendent and the WWC Supervisor are responsible for reporting SSO to the SWRCB, RWQCB, OES and Placer Environmental Health Department as necessary.

6.5 Staff and Contractors Training

The WWC Division has established and implemented the following SSO response training:

WWC Division employees are required to complete SSO response procedures training and periodically throughout the year, spill response is covered in the weekly safety tailgate meetings. In addition, all SOPs are reviewed and trained on throughout the year. Changes to the SOPs are completed during this time if needed.

Contractors are provided with the City's wastewater collection system policies and procedures and per contract are required to train all of their employees on the City's wastewater collection system policies and procedures prior to performing work on the City's wastewater collection and conveyance system.

6.6 Emergency Response Coordination

The WWC Division has established and implemented the following emergency response coordination training:

WWC Division employees are required to complete Emergency Action plan training annually. This covers HAZ WOPER 1st responder and Roseville's Incident Command System (ICS). These procedures, processes and systems are also reviewed through the year in weekly safety tail gate meetings.

6.7 Spill Mitigation and Containment Procedure

The WWC Division has written an OERP and has created a SOP for spill mitigation and containment plan that is described in Figure 6-2 SSO Procedures Flow Chart.

6.8 Appendix F - Overflow Emergency Response Plan Documents

Appendix F includes the following:

- F-1 Sanitary Sewer Overflow Response Procedures
- F-2 WWC Division Required Training
- F-3 WWC Division Recommended Training -Tail Gate Meeting
- F-4 Standard Operating Procedures (SOP) for Spill Mitigation and Containment

SEWER SYSTEM MANAGEMENT PLAN

7. FOG CONTROL PROGRAM

7.1 WDR/SSMP – FOG Control Program Requirement

The WDR/SSMP Fog Control Program requirement specifies that each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, Best Management Practice (BMP) requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.
- (h) Require all Food Service Establishments apply for and receive a FOG waste discharge permit

7.2 Public Education Plan

The WWC Division has established the following public education outreach plan:

The WWC Division is initiating a comprehensive FOG outreach program to residents, restaurants and the plumbing community on the proper disposal of FOG. This program will include TV spots, flyers direct mail and site visits to food service establishments.

Objective: Educate City of Roseville residents and restaurants on the proper disposal of FOG to meet or exceed outreach standards set forth in the State General WDR Requirements, and FOG Control Program adopted in May 2006.

BROWN AND CALDWELL

Strategy: Conduct a multi-media public awareness and marketing campaign to meet objective by utilizing the following tactics (attached). Target audience is Roseville residents and restaurants.

The residential campaign uses a main message that is present on all ad and collateral pieces. Depending upon topic and audience segment, sub-messages will be tailored to fit with main message. All material will contain a web link reference www.livesewersmart.com to direct audience members to more information.

The restaurant campaign will incorporate more technical and specific information needed to comply with WDR. The messages in this campaign will be distributed directly (direct targeted mailing and/or site visits) as this audience segment is less voluntary than the residential segment (i.e. restaurants are obligated to comply and enforcement is easier in cases of non-compliance, whereas the residential audience is harder to reach and we are relying on them to incorporate behavioral changes to help comply with WDR).

7.3 FOG Disposal Plan

The Wastewater Collection Division has created the following FOG disposal plan as part of the Waste Discharge Permit requirements:

The Permittee shall be required to keep all manifests, receipts and invoices of all cleaning, maintenance, grease removal of/from the grease control device, disposal carrier and disposal site location for no less than three years.

7.4 Record Keeping Requirements

The Wastewater Collection Division has created the following record keeping requirements:

The Permittee shall, upon request, make the manifests, receipts and invoices available to any City representative, or inspector. The minimum records requirements are 1, 2, and 3 below and may include 4, 5, and 6:

1. A logbook of grease interceptor, grease trap or grease control device cleaning and maintenance practices.
2. Copies of records and manifests of waste hauling interceptor contents.
3. Records of sampling data and sludge height monitoring for FOG and solids accumulation in the grease interceptor.
4. A record of Best Management Practices being implemented including employee training.
5. Records of any spills and/or cleaning of the lateral or sewer system.
6. Any other information deemed appropriate by the EU Director to ensure compliance with these regulations.

7.5 Legal Authority to Prohibit SSOs and Blockages Caused by FOG Discharges

The municipal code section 14.12.050 provides the following authority to establish grease interceptor requirements:

14.12.050 Use of Public Sewers

The City of Roseville's municipal code section 14.12.050 use of public sewers, Subsection F, states that Grease, oil and grit interceptors shall be provided when, in the opinion of the director, they are

necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, grit or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director and shall be located as to be readily and easily accessible for cleaning and inspection.

(Ord. 1298 § 1, 1975: prior code § 20.34.)

The Wastewater Collection Division has written a FOG ordinance and was added to Roseville's Municipal Code. It was passed and adopted by the council of the City of Roseville on September 3, 2008: Section 14.14 Discharge of FOG from Food Service Establishments (FSE). The Purpose and Policy of the FOG ordinance includes;

- A. The purpose of these regulations is to facilitate the maximum beneficial use of the City's sewer services and facilities while preventing blockages of the sewer lines resulting from discharges of FOG to the sewer facilities, and to specify appropriate FOG discharge requirements for FSE.
- B. This Ordinance shall be interpreted in accordance with the definitions set forth in Section 1.2. The provisions of this Ordinance shall apply to the direct or indirect discharge of all wastewater or waste containing FOG carried to the sewer facilities of the City.
- C. To comply with Federal, State, and local policies and to allow the City to meet applicable standards, provisions are made in this Ordinance for the regulations of wastewater or waste containing FOG discharges to the sewer facilities.
- D. This Ordinance establishes quantity and quality standards on all wastewater and/or waste discharges containing FOG, which may alone or collectively cause or contribute to FOG accumulation in the sewer facilities causing or potentially causing or contributing to the occurrence of SSOs.

7.6 BMP, Grease Removal Devices, Recordkeeping, and Reporting Requirements

The Wastewater Collection Division has included the following FOG BMPs, removal device, record keeping, and reporting requirements in the proposed addendum:

Requirements for BMPs:

- A. All FSEs shall implement BMPs in accordance with the requirements and guidelines established by the City under its FOG Control Program in an effort to minimize the discharge of FOG to the sewer system.
- B. All FSEs shall be required, at a minimum, to comply with the BMPs set forth in the terms and conditions of the FOG WDP.

Grease Interceptor Requirements:

- A. All FSEs shall provide wastewater acceptable to the City, under the requirements and standards established herein before discharging to any public sewer. Any FSE required providing FOG pretreatment shall install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of this Ordinance.
- B. Grease interceptor sizing and installation shall conform to the current edition of the Uniform Plumbing Code. Grease interceptors shall be constructed in accordance with the design approved by

the EU Director and shall have a minimum of two compartments with fittings designed for grease retention.

- C. The grease interceptor shall be installed at a location where it shall be at all times easily accessible for inspection, cleaning, and removal of accumulated grease.
- D. Access manholes, with a minimum diameter of 24 inches, shall be provided over each grease interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water I/I. The manholes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.
- E. Specific record keeping requirements are specified in 7.6 record keeping and reporting requirements.

7.7 Inspection and Enforcement Authority – FOG Producers

The Wastewater Collection Division has included the following criteria in the proposed addendum:

- All FSEs proposing to discharge or currently discharging wastewater containing FOG into the City's sewer system shall obtain a FOG WDP from the City.
- FOG WDPs shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the City. The conditions of FOG WDPs shall be enforced by the City in accordance with this Ordinance and applicable State and Federal Regulations.
- A blank inspection form is attached as Appendix G-4

7.8 FOG Characterization Assessment and Hot Spot Cleaning Schedule

The WWC Division has completed a FOG characterization assessment and has established the following hot spot cleaning schedule:

The WWC Division identified all of the commercial and industrial FOG dischargers within their jurisdictional boundaries during the SSMP preparedness review/audit and listed them in the data collection form. FOG data is form Appendix G.

FOG hot spot location data is maintained in the WWC Division's CMMS and quarterly work orders are issued and completed to ensure that hot spot lines do not have grease blockages/SSOs between cleaning schedules. Mainline segments get added to the Hot Spot list based off of conditions noted during CCTV inspection, and current frequency of cleaning. CCTV and maintenance crews are relied on heavily for information coming from the field.

7.9 FOG Control Program Measures

The Wastewater Collection Division has established the following FOG Waste Discharge Permit (WDP) Conditions in the proposed addendum:

The issuance of a FOG WDP may contain any of the following conditions or limits:

- (a) Limits on discharge of FOG and other priority pollutants.
- (b) Requirements for proper O&M of grease interceptors and other grease control devices.
- (c) Grease interceptor maintenance frequency and schedule.

- (d) Requirements for implementation of BMPs.
- (e) Requirements for maintaining and reporting status of BMPs.
- (f) Requirements for maintaining and submitting logs and records, including waste-hauling records and waste manifests.
- (g) Requirements to self-monitor.
- (h) Requirements for the FSE to construct, operate and maintain, at its own expense, FOG control device, and sampling facilities.
- (i) Additional requirements as otherwise determined to be reasonably appropriate by the EU Director to protect the City's system or as specified by other Regulatory Agencies.
- (j) Other terms and conditions, which may be reasonably applicable to ensure compliance with this ordinance.

7.10 Appendix G – FOG Control Program Documents

Appendix G includes the following:

G-1 Fats, Oils, and Grease (FOG) Characterization Data Form

G-2 Roseville Municipal Code - Section 14.14 Discharges of Fats, Oils, and Grease from Food Service Establishments (FSEs)

G-3 Hot Spot Cleaning Schedule

G-4 Food Service Establishment Inspection Form

8. SYSTEM EVALUATION, CAPACITY, AND ASSURANCE PLAN

8.1 WDR/SSMP - System Evaluation and Capacity Assurance Plan Requirement

The WDR/SSMP System Evaluation and Capacity Assurance Plan requirement specifies that each Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- (b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- (c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
- (d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the CIP developed in a thru c above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

8.2 Evaluation Process – Capacity Enhancement Projects

The WWC Division has performed the following capacity enhancement projects:

Two hydraulic models were developed and used by the WWC Division (Roseville Model Project and South Placer Wastewater Authority (SPWA) Wastewater Systems Evaluation Project), to identify peak flows in each collection system component (pipe and pump station). The Roseville model included pipes and pump station in the City's WWC system. The SPWA model primarily included trunk sewers 15 inches and greater in diameter. The Roseville model project consisted of developing and calibrating a model for the WWC Division use in evaluating the system. The SPWA Wastewater Systems Evaluation Project included a model and a hydraulic capacity evaluation. The hydraulic capacity evaluation identified hydraulic deficiencies and recommended improvements

8.3 Design Criteria

The WWC Division has established and implemented the following design criteria:

The WWC Division established a 10-year 24 hour peak wet weather storm design criteria for the evaluation of existing collection system components and sizing of new collection system in the Roseville Model Project and the SPWA Wastewater Systems Evaluation Project. This included the development of wastewater flow generation factors based on water use records and flow monitoring data in the City of Roseville.

8.4 Capacity Enhancement Measures

The WWC Division has established the following capacity enhancement measures:

The SPWA Wastewater Systems Evaluation included the identification of short and long-term Capital Improvement Projects (CIP) to meet current and future build-out flow projections for trunk sewers larger than 15 inches.

The Roseville Model Project did not identify any capacity deficiencies. Therefore, there are no capacity CIPs needed.

8.5 Capital Improvement Program Schedule

The WWC Division has established and implemented the following CIP schedule:

The WWC Division Condition Assessment CIP divides the collection system manholes and pipes into 24 “groups” that are being inspected over a period of time. The plan includes identification of defects utilizing standardized manhole and pipe inspection logs. The NASSCO rating system was used for rating of defects.

Rehabilitation and repair costs are based largely on the unit costs for recently executed projects utilizing applicable rehabilitation techniques and from the Survey of Bid Prices for Trenchless Rehabilitation and Replacement of Pipelines and Manholes Report published by the Trenchless Technology Center (TTC). And Construction and Rehabilitation Costs for Buried Pipe with a Focus on Trenchless Technology published by the National Research Council (NRC), and prices obtained from individual licensees and installers.

The goal of the CIP is to develop annual project bundles of approximately \$1.5 million. Using the prioritization based on pipe segment rating as a basis, the CIP prioritization includes one additional factor, street repairs. In order to minimize disruption to newly paved streets, those streets that the City anticipates to repair in the upcoming fiscal year are given highest priority.

Condition assessments will be continually performed and the CIP will be adjusted after each assessment as follows:

- Emergency repairs will be done immediately and will not be included in the CIP.
- Priority will be given to those assets which lie in a street to be paved such that the repair is done prior to street repaving
- Pipe segments will continue to be rated on the 1 to 5 scale with 5 being the highest priority and 1s being the lowest. So a 5 from the previous year assessment would be given priority over a 4 from the current assessment.

8.6 Appendix H - System Evaluation and Capacity Assurance Plan Documents

Appendix H includes the following:

- H-1 Technical Memorandum-SSMP Audit System Evaluation and Capacity Assurance Plan (Element VIII)
- H-2 Technical Memorandum-Wet Weather Flow Projection for the Ultimate SPWA Service Area (including Urban Growth Areas) -- Draft (TM No. 2c)
- H-3 Technical Memorandum-Trunk Sewer Hydraulic Analysis - Final (TM No. 3b)
- H-4 Wastewater Condition Assessment April 6, 2006 – Powerpoint Presentation
- H-5 Capital Improvement Plan (CIP) Roseville Wastewater Collection System Condition Assessment

SEWERY SYSTEM MANAGEMENT PLAN

9. MONITORING, MEASUREMENT, AND PROGRAM MODIFICATION

9.1 WDR/SSMP – Monitoring, Measurement, and Program Modification Requirement

The WDR/SSMP Monitoring, Measurement, and Program Modification requirement specifies that each Enrollee shall do the following:

- (a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- (c) Assess the success of the preventative maintenance program;
- (d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
- (e) Identify and illustrate SSO trends, including: frequency, location, and volume.

9.2 Utility Metrics to Prioritize SSMP Activities

The WWC Division has established the following Utility metrics:

The WWC Division has established four categories of metrics to monitor and measure the effectiveness of the various elements of this SSMP and its success in terms of meeting its goals. Those metrics include the following categories of metric information:

- System Information
- Financial Information
- Sewer Maintenance
- Performance Measures

9.3 Metrics to Monitor Effectiveness of SSMP

The WWC Division has established the following SSMP implementation schedule:

The WWC Division's SSMP implementation schedule assigns individual staff responsibility for each SSMP element and defines the frequency that each element must be monitored and updated to ensure that the goals of this SSMP are achieved. This schedule is included in Appendix I-1

9.4 Metrics to Assess Preventative Maintenance Program

The WWC Division has established the following preventative maintenance sewer metrics:

The WWC Division uses sewer maintenance metrics to monitor and measure and adjust maintenance program activities. These metrics are maintained in the CMMS and monitored on a monthly, quarterly, semi-annual, and annual basis. The goal of the WWC Division is to reduce the number and volume of SSOs identified in Table 1 of the Historical Summary of Sanitary Sewer Overflows in Appendix I-3. The sewer maintenance measures include the following metrics and the performance measures identified in 9.6 SSO Trends-Frequency, Location, and Volume.

Total miles cleaned per year	miles
Independent manhole inspections	How often
Number of laterals rehabilitated using CIPP	#
Total miles of mechanical root control	miles
Total miles CCTV inspected per year	miles
Total number of sewer maintenance field staff	#
Average cost of sewer mechanical cleaning	\$/ft Loaded rates
Average cost of CCTV	\$/ft
Number of cleanouts installed annually	

9.5 SSMP Performance Monitoring and Update Process

The WWC Division has established the following monitoring process:

The WWC Division's SSMP implementation schedule assigns individual staff responsibility for each SSMP element and defines the frequency that each element must be monitored and updated to ensure that the goals of this SSMP are achieved.

9.6 SSO Trends – Frequency, Location and Volume

The WWC Division has established the following performance monitoring process:

The WWC Division uses performance metrics to monitor and measure and adjust maintenance program activities. These metrics are maintained in the CMMS and monitored on a monthly, quarterly, semi-annual and annual basis. The Key Performance Indicator Metrics has been attached as Appendix I-4

9.7 Appendix I - Monitoring, Measurement, and Program Modifications Documents

Appendix I includes the following:

- I-1 WWC Division SSMP Implementation Schedule
- I-2 WWC Division Fiscal Year System Information, Financial Information, Sewer Maintenance and Performance Measures
- I-3 Historical Summary of Sanitary Sewer System Overflows
- I-4 KPI Benchmarking Metrics Sheet

10. PROGRAM AUDIT AND ANNUAL REPORT

10.1 WDR/SSMP - SSMP Program Audits Requirement

The WDR/SSMP - SSMP Program Audits requirement specifies that each Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

10.2 Audit Procedures, Roles and Responsibilities

The WWC Division has established the following audit procedure:

The WW Utility Manager will perform periodic internal audits to determine the effectiveness of each element of the SSMP.

The WWC Superintendent will generate the following information and system metrics on a monthly, quarterly, semi-annually, and annually for the purpose of tracking, monitoring and adjusting the performance of the SSMP activities.

- System Information
- Financial Information
- Sewer Maintenance
- Performance Measures

A primary focus in the evaluation of WWC Division information and system metrics will be the elimination of preventable SSO and reduction of the impact of those SSOs that do occur.

The WWC Division audit schedule is as follows:

- Annually for the first two years following the adoption and approval of this SSMP.
- Every two years thereafter the adoption and approval of this SSMP.
- This SSMP will be updated every five years from the date of adoption and approval and will include all significant program changes that have occurred following the last City Council certification/approval.

10.3 SSMP Program Modification/Update Process

The WWC Division has established the following program modification and update process:

The WWC Division will monitor and review sewer performance metrics on a monthly basis and the status of each element of the SSMP on an annual basis for the first two years following the adoption of this SSMP. Formal SSMP audits will be conducted every two years following the adoption of this SSMP. The Wastewater Utility Manager will initiate/direct corrective action to be taken when and if SSMP deficiencies are identified between/during periodic internal audits.

When significant changes are made to the SSMP that require re-certification, the WWC Superintendent will enter the data in the online SSO database and mail the form to the State Water Board.

10.4 Appendix J - SSMP Program Audit Documents

Appendix J includes the following:

- J-1 Procedures for Audit Form
- J-2 Audit Form
- J-3 SSMP Internal Audit FY 10-11
- J-4 SSMP Audit FY 11/12 – FY 12/13
- J-5 SSMP Audit FY 13/14 – FY 14/15

SEWER SYSTEM MANAGEMENT PLAN

11. COMMUNICATION PROGRAM

11.1 WDR/SSMP - Communication Program Requirement

The WDR/SSMP Communication Program requirement specifies that each Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

This element requires that the City/Agency establish a program to communicate with the public and tributary/satellite systems on the development, implementation and performance of this SSMP. The program must provide a means for public input and feedback regarding the status of the City/Agency's SSMP. As part of the communication program the final SSMP must be approved by the City/Agency's City Council at a public meeting.

11.2 Internal Communication – Staff, Utility Commission, and City Council

The WWC Division has created the following power point presentations to educate the City Council, Public Utility Commission, and Staff:

The WWC Division has created two power point presentations to introduce the SWRCB WDR/SSMP requirements and the City of Roseville's responsibility to comply with the Statewide WDR order No. 2006-0003. The WWC Division WDR awareness program is an overview for staff and the Sanitary Sewer Systems Regulations/WDR presentation is used to educate the Public Utilities Commission and the City Council.

11.3 Stakeholder Communication – Residential, Commercial and Industrial

The WWC Division has created the following SSMP educational material for public outreach:

The EUD publishes a newsletter every two months called "EU Today" to communicate with customers and stakeholders about water, storm, electric, and sewer utilities. EU Today is distributed in the utility bills and posted on the City's website. The WWC Division is expanding use of the City's web-site to present WDR/SSMP requirements and program status to residential, commercial, industrial and public stakeholders. Sample "EU Today" newsletters are included in Appendix K.

The WWC Division is initiating a comprehensive FOG outreach program to residents, restaurants and the plumbing community on the proper disposal of FOG. This program will include television spots, flyers direct mail and site visits to food service establishments.

11.4 Tributary/Satellite Communication

The WWC Division has created and implemented the following agreement to ensure adequate communication with tributary/Satellite agencies:

The WWC Division routinely communicates with their satellite partners and often supports them with mutual aid sharing in terms of equipment and resources. The City has three formal agreements with tributary and satellite systems in place that include the following:

- The Joint exercise of powers agreement for the SPWA – Appendix C.
- The agreement regarding the operation of and use of the South Placer Regional Wastewater Facilities – Appendix C.
- The funding agreement relating to the South Placer Regional Wastewater Facilities – Appendix K.

11.5 Appendix K - Communication Program Documents

Appendix K includes the following:

- K-1 WWC Division WDR Awareness Program Powerpoint Presentation
- K-2 Sanitary Sewer Systems Regulations/Waste Discharge Requirement Powerpoint Presentation (PUC/City Council)
- K-3 Two “EU Today” Newsletters Preventing FOG in the Pipes and Not Flushing Medications Down the Sewer
<http://www.roseville.ca.us/civica/filebank/blobdload.asp?BlobID=4223>
<http://www.roseville.ca.us/civica/filebank/blobdload.asp?BlobID=5058>
- K-4 FOG Outreach Program - Marketing Objective and Strategy
- K-5 Funding Agreement Relating to the South Placer Regional Wastewater Facilities

SEWER SYSTEM MANAGEMENT PLAN

12. LIMITATIONS

Report Limitations

This document was prepared solely for the City of Roseville in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Roseville and Brown and Caldwell dated July 19, 2006. This document is governed by the specific scope of work authorized by the City of Roseville; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of Roseville and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

APPENDIX A

SSMP Development Plan and Schedule

Appendix A includes the following:

A-1 Roseville's SSMP Development Plan and Implementation Schedule

BROWN AND CALDWELL

A

APPENDIX B

Organization Documents

Appendix B includes the following:

- B-1 Contact List -Personnel Responsible for SSMP Elements
- B-2 Contact List - Personnel Responsible for SSO Reporting
- B-3 Contact List –Personnel Responsible for Responding to SSOs Weekly Standby

APPENDIX C

Legal Authority Documents

Appendix C includes the following:

- C-1 Pretreatment Program Enforcement Response Plan - TOC
- C-2 Municipal Code Title 14 Public Utilities Chapter 14.12 and 14.16 <http://qcode.us/codes/roseville/>
- C-3 Sanitary Sewer Design - Section 9 – TOC
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>
- C-4 Sanitary Sewer System Construction - Section 91 – TOC
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>
- C-5 Joint Exercise of Powers Agreement for the South Placer Wastewater Authority
- C-6 Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities

APPENDIX D

Operation and Maintenance Program Documents

Appendix D includes the following:

- D-1 City of Roseville Sewer Map Grid System
- D-2 Maintenance Cleaning Schedule
- D-3 Closed Circuit Television Video Report
- D-4 Standard Operating Procedure (SOP)
- D-5 CWEA Certification Handbook, http://www.cwea.org/pdf/tcp/hb_csm.pdf
- D-6 Equipment Inventory List
- D-7 Critical Replace Parts List (to be included at a later date)
- D-8 Technical Memorandum O&M Program SSMP Audit-Rehabilitation and Replacement Plan (Element IVC)
- D-9 Mapping Update Policy
- D-10 Process for Evaluating CCTV Data for CIP

APPENDIX E

Design and Performance Provisions Documents

Appendix E includes the following:

E-1 Table of Contents – Section 9 – Sanitary Sewer Design

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>

E-2 Table of Contents - Section 91 – Sanitary Sewer System construction

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8754129>

E-3 Technical Memorandum, SSMP Preparedness Audit Design and Performance Provisions Element V

APPENDIX F

Overflow Emergency Response Documents

Appendix F includes the following:

- F-1 Sanitary Sewer Overflow Response Procedures
- F-2 WWC Division Required Training (\\gis\euadm\safety\injury_and_illness_prevention_plan)
- F-3 WWC Division Recommended Training -Tail Gate Meeting
- F-4 Standard Operating Procedures (SOP) for Spill Mitigation and Containment

APPENDIX G

FOG Control Program Documents

Appendix G includes the following:

- G-1 Fats, Oils, and Grease (FOG) Characterization Data Form
- G-2 Addendum to Roseville Municipal Code - Section 14.12.xxx Discharges of Fats, Oils, and Grease from Food Service Establishments (FSEs)
- G-3 Hot Spot Cleaning Schedule

APPENDIX H

System Evaluation and Capacity Assurance Plan Documents

Appendix H includes the following:

- H-1 Technical Memorandum-SSMP Audit System Evaluation and Capacity Assurance Plan (Element VIII)
- H-2 Technical Memorandum-Wet Weather Flow Projection for the Ultimate SPWA Service Area (including Urban Growth Areas) -- Draft (TM No. 2c)
- H-3 Technical Memorandum-Trunk Sewer Hydraulic Analysis -- Final (TM No. 3b)
- H-4 Wastewater Condition Assessment April 6, 2006 – Powerpoint Presentation
- H-5 Capital Improvement Plan (CIP) Roseville Wastewater Collection System Condition Assessment

APPENDIX I

Monitoring, Measurement, and Program Modifications Documents

Appendix I includes the following:

- I-1 WWC Division SSMP Implementation Schedule
- I-2 WWC Division Fiscal Year System Information, Financial Information, Sewer Maintenance, and Performance Measures
- I-3 Historical Summary of Sanitary Sewer System Overflows

APPENDIX J

SSMP Program Audit Documents

Appendix J includes the following:

- J-1 Procedure for Audit Form
- J-2 Audit Form

APPENDIX K

Communication Program Documents

Appendix K includes the following:

- K-1 WWC Division WDR Awareness Program Powerpoint Presentation
- K-2 Sanitary Sewer Systems Regulations/Waste Discharge Requirement Powerpoint Presentation (PUC/City Council)
- K-3 Two “EU Today” Newsletters Preventing FOG in the Pipes and Not Flushing Medications Down the Sewer
<http://www.roseville.ca.us/civica/filebank/blobdload.asp?BlobID=4223>
<http://www.roseville.ca.us/civica/filebank/blobdload.asp?BlobID=5058>
- K-4 FOG Outreach Program - Marketing Objective and Strategy
- K-5 Funding Agreement Relating to the South Placer Regional Wastewater Facilities



COUNCIL COMMUNICATION

CC #: 0408
File #: 0800-02

Title: Water Utility Engineering and Planning Support Services - On-Call Professional Services Agreement
Contact: Trevor Joseph 916-746-1708 tjoseph@roseville.ca.us

Meeting Date: 11/6/2019
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve an on-call professional services agreement for Engineering and Planning Support to Water Works Engineers, LLC (Water Works) in the amount of \$45,223.00, and authorize the City Manager to execute it.

BACKGROUND

Based on California Water Code (CWC) objectives for Urban Water Management Plans (UWMPs), as described below, and the City of Roseville's own responsibility to track projected water use for all currently planned developments per the General Plan, the Environmental Utilities Department (Department) needs to periodically evaluate projected water use (or water demand) in an accurate and clearly understood format. This includes potential changes to projected water use in existing developed areas when land use changes are proposed within those areas. In order to properly evaluate ongoing water demands, the Department has historically evaluated existing data and information; however, the process for tracking and collecting this data and information has become antiquated and is overly complicated, limiting the ability for a clearly understood process. In addition, new staff within the Department will benefit from learning from Water Works' experience on the evaluation process. Finally, establishing a new cross-departmental procedure will aid in communication when land use changes are proposed. For this reason, staff recommends contracting with Water Works to conduct water utility engineering and planning support to aid in training Department staff to properly update information and developing a tracking system and process to properly evaluate water demand projections.

As stated above, Water Works support will also aid the Department in meeting ongoing CWC requirements. The CWC requires water suppliers (e.g. the City of Roseville), that either provide over 3,000 acre-feet per year or have over 3,000 connections, to prepare and submit UWMPs to the State Department of Water Resources (DWR). The primary objective of this provision of the CWC is to direct "urban water suppliers" to develop an UWMP that provides a framework for long-term water supply planning and documents how urban water suppliers are carrying out their long-

term water resource planning responsibilities. Roseville's last UWMP was prepared in May 2016 and the Department plans to update the UWMP in approximately one year, consistent with the CWC that plans be updated every 5 years. This agreement provides support activities related to the existing 2015 UWMP ongoing obligations and actions; however, Water Works will not be updating the City of Roseville's UWMP as part of these services.

FISCAL IMPACT

Funding for these services is from the Water Operations Fund budget within the Environmental Utilities Department which is funded by Water Utility rate revenue. The total contract value of the agreement with Water Works is not to exceed \$45,223.00

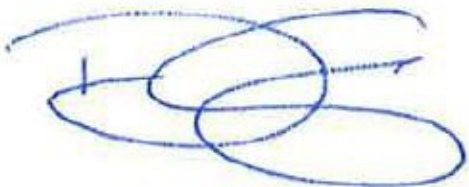
ENVIRONMENTAL REVIEW

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 an on-call professional services agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trevor Joseph, Hydrogeologist

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-467

Professional Services Agreement

RESOLUTION NO. 19-467

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement regarding water utility engineering and planning support services, by and between the City of Roseville and Water Works Engineers, 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 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Water Utility Engineering and Planning Support Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Water Works
Engineers, LLC, an Arizona limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-call water utility
engineering and planning support services; and

WHEREAS, CONSULTANT has prepared a proposal dated September 19, 2019, 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
on-call services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by
this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may
assign work to one, or more than one CONSULTANT from an approved qualified list. CITY
reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no

services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single CONSULTANT. In addition, the inclusion of any CONSULTANT on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

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 forty-five thousand, two hundred twenty-three dollars (\$45,223.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices 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'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 provisions in its contracts with all subcontractors.

6. Prevailing Wages. 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.

7. 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.

8. Time is of the Essence. Time is of the essence of this Agreement.

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

13. Independent Contractor. CONSULTANT 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.

14. 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.

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

16. 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.

17. Termination of Agreement. 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.

18. 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.

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

20. 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.

21. 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

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Mike Fisher
Project Manager
2260 Douglas Blvd., Ste. 105
Roseville, CA 95661

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

22. 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

WATER WORKS ENGINEERS, LLC, an
Arizona limited liability company

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

BY: 
its: MANAGING MEMBER / PRINCIPAL
and

BY: _____
its: MANAGING MEMBER / PRINCIPAL

EXHIBIT “A”



Scope of Engineering Services
Water Works Engineers, LLC and City of Roseville Environmental Utilities Department
As Needed Water Utility Engineering and Planning Support
Service Agreement Scope of Services
(Dated September 19, 2019)

This scope is issued by City of Roseville (herein referred to as CLIENT) and accepted by Water Works Engineers, LLC (herein referred to as ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the City of Roseville's Service Agreement terms and conditions.

SCOPE OF SERVICES

Based upon the extensive institutional knowledge and familiarity of Water Works' staff with Roseville's Water Utility operations, facilities, policies, and procedures, the City has requested Water Works provide general water utility engineering support services for tasks related to Water Distribution System Planning and Utility Engineering. Services provided herein may include, but not be limited to, the following tasks:

- **Water Demand Projections**

Assemble current data and establish a baseline of projected water use for all currently planned City of Roseville developments per the General Plan. Additionally, assist in the development of a tracking system and cross-departmental procedure for the continued management of data and projections of water demand. For the purposes of level of effort budgeting, it is assumed that 120 Hours of E3 Project Engineering, 40 hours of E1 Staff Engineer, and 6 Hours of E4 Senior Engineer QA/QC Support will be provided under this task.

*Deliverable(s): Spreadsheet summary of current zoning and water demand projections.
Memo outlining recommended procedures for tracking and management of data going forward.*

- **Other Tasks as Agreed Upon – General Water Utility Engineering and Planning Support**

Additional assignments will be requested by electronic mail from CLIENT and level of effort approved by ENGINEER and CLIENT prior to commencement. For the purposes of level of effort budgeting, it is assumed that 60 Hours of E3 Project Engineering, 15 hours of E1 Staff Engineer, and 4 Hours of E4 Senior Engineer QA/QC Support will be provided under this task.

Deliverable(s): Determined as needed and agreed upon by ENGINEER and CLIENT

SCHEDULE

Services for individual assignments will be rendered as expeditiously as possible to meet a schedule mutually agreeable to ENGINEER and CLIENT.

PAYMENT

Water Works Engineers, LLC (ENGINEER) will perform the services outlined above according to the terms of payment outlined in the Agreement. Payment for all project work shall be on a Time and Expense basis not to exceed \$45,223 without written consent from Client and invoiced in accordance with the As Needed Engineering Services Agreement Hourly Billing Rates, which are provided below for reference.



Classification	Title	Hourly Rate
AA	Administrative	\$102
T1	Drafter	85
T2	Designer	\$115
T3	Senior Designer	\$141
E1	Staff Engineer	\$127
E2	Associate Engineer	\$155
E3	Project Engineer	\$175
E4	Senior Project Engineer/Project Manager	\$203
E5	Principal Engineer	\$235

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rates are effective through December 31, 2019. A 3% increase will be added each year for services performed in each year thereafter.

EXHIBIT “B”

Water Works Engineers Fee Estimate

Client City of Roseville
 Project As Needed Water Utility Engineering and Planning Support
 Task Order No 1
 Prepared by Mike Fisher
 Date 8/16/2019



Hours and Fee

			Year								
			Subtask 1				Subtask 2				
			2019		2020		2019		2020		
			Water Demand Planning				Other Tasks as Agreed Upon				
Water Works Engineers			2019	hrs	fee	hrs	fee	hrs	fee	hrs	fee
Classification	Title	Hourly Rate									
AA	Administrative	\$102									
E1	Staff Engineer	\$127	20	\$2,540	20	\$2,616	5	\$635	10	\$1,308	
E2	Associate Engineer	\$155									
E3	Project Engineer	\$175	60	\$10,500	60	\$10,815	15	\$2,625	45	\$8,111	
E4	Senior Project Engineer	\$203	3	\$609	3	\$627			4	\$836	
E5	Principal Engineer	\$235									
Expenses											
WWE Expenses				\$1,000		\$1,000		\$1,000		\$1,000	
Annual Increase for WWE rates of			3%								
Subtask Totals			83	\$14,649	83	\$15,058	20	\$4,260	59	\$11,256	

Project Total	
Hours 245	Fee \$45,223



COUNCIL COMMUNICATION

CC #: 0414

File #: 0300 & 0324

Title: Roseville Municipal Code Amendment to Massage Services Appeals

Contact: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Recommend City Council introduce for first reading ordinance amendments to have appeals of the Police Chief's determination to refuse, renew, suspend, or deny a massage permit heard by the City Manager or his or her designee for final determination.

BACKGROUND

Currently, Roseville Municipal Code sections 9.10.090, 9.10.100, 9.10.120, and 9.10.150 of Chapter 9.10 of Title 9 are related to massage services and the refusals to renew, suspend, or deny a massage permit. Under the current language of these sections, City Council is the final determining authority when an appeal is filed. This appeal before City Council is practically held during an open meeting of the City Council, which takes several weeks before an item can be placed on a City Council agenda (due to internal City processes and deadlines). The nature of these appeals often involve very sensitive topics. Staff has learned that some appellants are intimidated by holding such appeal hearings in such a public and open setting. Additionally, the length of time it takes to get an item on the City Council agenda results in appeals taking longer than they would otherwise take. As a result, staff believes due process for the appellant is better served by having such appeals of the Police Chief's decision heard by the City Manager or his or her designee.

The Roseville Police Department has issued approximately 311 massage business permits. The Roseville Police Department has denied 20 massage business permits due to failures to meet the requirements in the Roseville Municipal Code Chapter 9.10.

The Police Department is proposing an adjustment to the existing language in certain sections of Roseville Municipal Code Chapter 9.10. These proposed changes would shift the designation of the final determining authority from the City Council to the City Manager or his or her designee. Making this adjustment in the language would bring Roseville Municipal Code Chapter 9.10 into closer alignment with other similar ordinance violations, provide greater due process for the appellants, and streamline the appeals process.

FISCAL IMPACT

There is no fiscal impact related to this ordinance change.

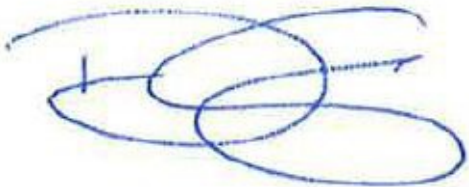
ENVIRONMENTAL REVIEW

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. An ordinance change meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rob Baquera, Public Information Officer

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

9.10 RMC changes (redline)

RMC Operating Requirements for Massage Business Operations

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
9.10.090, 9.10.100, 9.10.120 AND 9.10.150 OF CHAPTER 9.10 OF TITLE 9 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.10.090 of Chapter 9.10 of Title 9 of the Roseville Municipal
Code is hereby amended to read as follows:

9.10.090 Appeal from police chief determination—Permit conditions and denials.

The police chief shall cause a written notice of his or her decision to issue, condition or deny a permit to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested. An applicant aggrieved by the police chief's decision to condition or deny a permit may appeal such decision to the ~~city council~~city manager, or his or her designee, by filing a written notice with the city clerk within 14 calendar days of the applicant's receipt of the police chief's written notice of decision. If an appeal is not filed within such time, the police chief's decision shall be final.

SECTION 2. Section 9.10.100 of Chapter 9.10 of Title 9 of the Roseville Municipal
Code is hereby amended to read as follows:

9.10.100 Hearing—Scheduling.

Upon appeal to the city manager, or his or her designee~~city council~~, the permit application shall be scheduled by the city clerk for a public hearing within 45 calendar days, or as soon thereafter as is practicable.

SECTION 3. Section 9.10.120 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.120 ~~City council~~City manager action.

Following a ~~public~~-hearing, the city manager, or his or her designee~~city council~~ may grant the permit subject to such conditions as it deems reasonable under the circumstances, or it may deny the issuance of the permit if it finds any of the grounds specified in Section 9.10.080(B). The decision of the city manager, or his or her designee~~city council~~ shall be final.

SECTION 4. Section 9.10.150 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.150 Appeal from police chief determination—Permit renewals, suspensions and revocations.

Any permittee aggrieved by the decision of the police chief in refusing to renew, suspending or revoking a permit may, within 14 calendar days from the issuance of the police chief's written decision, appeal to the city manager, or his or her designee, ~~city council~~ by filing a written notice with the city clerk. During the pendency of the appeal to the city manager, or his or her designee, ~~city council~~, the permit shall remain in effect. If such appeal is not filed within 14 calendar days, the decision of the police chief shall be final. If an appeal is filed in a timely manner, the city manager, or his or her designee, ~~city council~~ shall, after notice as provided in Section 9.10.110, hold a hearing on the appeal, and deny the renewal for any of the grounds specified in Section 9.10.080 or suspend or revoke the permit for any of the grounds specified in Section 9.10.140. The city manager's, or his or her designee, ~~city council~~'s decision shall be final.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. 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

9.10.210 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 establishment, 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. No person or persons shall be allowed to reside, dwell, occupy or live inside a massage establishment at any time. A kitchen, if any, shall be for the sole use of employees and independent contractors, 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 establishment 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 area of the device shall be covered so as to render those capabilities 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 establishment. Said devices may include, but are not limited to, light or music dimmers, electronic detection devices, external or internal video equipment and alarm systems other than those used for fire alarms. Standard alert chimes to notify staff that a client has entered are permitted.

G. Coverings. Each massage establishment 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. Records. Every owner and/or manager shall keep a record of the dates and hours of each treatment or service, the name and address of the client as confirmed by valid identification, the name of the massage professional administering such service and a description of the treatment

or services rendered. These records shall be prepared prior to administering any massage or treatment and shall be retained for a period of two years after such treatment or service.

I. Hours of Operation. No massage establishment shall be open for business except during the hours of 6:00 a.m. to 10:00 p.m. on any day.

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(R) 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 establishment 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. (Ord. 5836 § 1, 2017.)



COUNCIL COMMUNICATION

CC #: 0419

File #: 0501

Title: 2019 Building Standards Code Adoption
Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us
Jim Mangino 916-774-5390 jmangino@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council introduce for first reading ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property.

BACKGROUND

The California Building Standards Commission (CBSC) adopted the California Building Standards Code to be contained within Title 24 of the California Code of Regulations. The publication of this code occurred on July 1, 2019 with an expected enforcement date of January 1, 2020. This ordinance will adopt these regulations and allow the City to establish local amendments reasonably necessary to ensure public safety based upon climatic, geological or topographical conditions consistent with California State Law.

The CBSC is comprised of 11 members representing building design professionals, the construction industry, local government officials and labor. The CBSC receives code change proposals from several state agencies who work closely with design professionals and the construction industry to approve changes to existing codes that both improve safety and cost effectiveness. These amendments to the Roseville Municipal Code ensure consistency between the new California Building Standards and our Roseville Municipal Code in order to ensure compliance with State Law.

This ordinance proposes no additional requirements and is consistent with California State Law. The City is not proposing any additional local amendments with the approval of this ordinance, and changes throughout the ordinance are minimal.

FISCAL IMPACT

The fiscal impact on the City includes new code resources and staff training on the updated

regulations. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department.

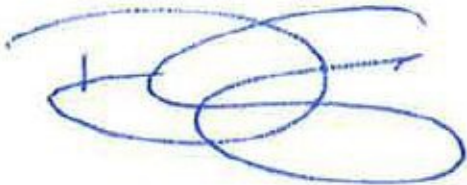
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

2019 Building Standards Code (redline)

Triennial Code Adoption Cycle

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 16.04.100, 16.04.310, 16.04.410, 16.04.830, AND 16.04.870 AND REPEALING SECTION 16.04.860 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, REPEALING CHAPTER 16.15 OF TITLE 16 REGARDING HIGH-RISE BUILDINGS, AND REPEALING AND REPLACING CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 16.04.100 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.100 California Building Standards Code-Adopted.

A. The ~~2016~~-2019 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this Chapter. The ~~2016~~-2019 California Building Standards Code includes, but is not limited to, the following:

1. ~~2016~~-2019 California Building Code—Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.

2. ~~2016~~[2019](#) California Residential Code of the California Code of Regulations
Title 24 part 2.5.
3. Appendix H, Patio Covers of the ~~2016~~[2019](#) California Residential Code of the
California Code of Regulations Title 24 part 2.5.
4. ~~2016~~[2019](#) California Electrical Code of the California Code of Regulations Title
24 part 3.
5. ~~2016~~[2019](#) California Mechanical Code of the California Code of Regulations
Title 24 part 4.
6. ~~2016~~[2019](#) California Plumbing Code of the California Code of Regulations
Title 24 part 5.
7. ~~2016~~[2019](#) California Energy Code of the California Code of Regulations Title 24
part 6.
8. ~~2016~~[2019](#) California Historical Building Code of the California Code of
Regulations Title 24 part 8.
9. ~~2016~~[2019](#) California Existing Building Code of the California Code of
Regulations Title 24 part 10.
10. ~~2016~~[2019](#) California Green Building Standards Code of the California Code of
Regulations Title 24 part 11.
11. ~~2015~~[2018](#) Uniform Swimming Pool, Spa and Hot Tub Code as published by the
International Association of Plumbing and Mechanical Officials adopted by
reference.

B. ~~The city hereby adopts and enforces Chapter I Division II and Section 3412.2 of the 2016 California Building Code.~~ There is at least one copy of said code on file in the office of the building official for use and examination by the public.

SECTION 2. Section 16.04.310 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.310 Findings and Modifications

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural

integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

SECTION 3. Section 16.04.410 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.410 Maximum number of disconnects.

Section 230-71 of the California ~~Building Standards~~-Electric Code is hereby amended in its entirety to read as follows:

(a) General. The service disconnecting means for each service permitted by Section 230-2, or for each set of service-entrance conductors permitted by Section 230-40, Exception No. 1, shall consist of not more than one switch or one circuit breaker mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than one disconnect per service grouped in any one location.

Exception No. 1: For the purpose of this section, disconnecting means installed as part of listed equipment and used solely for the following shall not be considered a service disconnecting means:

- (1) Power monitoring Equipment
- (2) Surge-protective device(s)
- (3) Control circuit of the ground-fault protection system

(4) Power-operable service disconnecting means ~~Exception No. 1: For the purpose of this section, disconnecting means used solely for the control circuit of the ground fault-protected system, installed as part of the listed equipment, shall not be considered a service disconnecting means.~~

Exception No. 2: For an apartment complex with not more than four units total, each unit may have a separate disconnect.

(b) [reserved]

~~—(FPN)~~ Informational Note: See Section 408.36 for service equipment in certain panel-boards, and see Section 430-95 for service equipment in motor control centers ~~384-16(a) for service equipment in panel boards, and see Section 430-95 for service equipment in motor control centers.~~

SECTION 4. Section 16.04.830 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.830 Definitions.

Section ~~102~~ 202 of the Uniform Swimming Pool, Spa and Hot Tub Code is amended to include the following definitions:

A. “Equipment” means any mechanical device used in the operation and maintenance of a swimming pool.

B. “Equipment pad” means the structure upon which equipment is located or mounted.

C. “Structure” means that portion of the swimming pool which is used to retain water or used to support any plumbing or mechanical device or recreational device or other structure as defined in the ~~Uniform~~ California Building Code.

SECTION 5. Section 16.04.860 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 6. Section 16.04.870 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.870 ~~Equipment foundations and~~ Swimming Pool and Spa Enclosures.

~~Section 315 of the Uniform Swimming Pool Code is amended to read as follows:-~~

~~All equipment shall be set on a concrete base or slab of concrete with a minimum of four (4) inch thickness, capable of supporting all equipment placed upon it.~~

Section 3109.2 of the California Building Code is amended to add the following language at the end of section 3109.2

Notwithstanding the foregoing, with regard to Health and Safety Code section 115922 requiring at least two of seven drowning prevention safety features, at least one of the two drowning prevention safety features required must be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home. The intent of this section is to ensure that when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall have an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home.

SECTION 7. Chapter 16.15 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 8. Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety and replaced with the following:

16.16.010 Short title.

This chapter may be referred to as the “Roseville Fire Code.”

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The 2019 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, I, as well as the 2018 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

16.16.030 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as

a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

16.16.040 Permits and fees.

A. Chapter 1, Section 106 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

106 Fees. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. **Modification of Fees.** The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

16.16.050 Appeals.

Chapter 1, Section 109.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

109.1 Appeals. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

16.16.060 Violations.

Chapter 1, Section 110.4 of the California Fire Code is hereby amended to read as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

16.16.070 Open burning, recreational fires, and portable outdoor fireplaces.

Chapter 3, Section 307.1.1 of the California Fire Code is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited within the city.

Exception: When authorized by the fire chief in accordance with the California Fire Code.

16.16.080 General storage.

Mobile Storage Racks. Mobile storage racks shall have a minimum six-inch fixed separation every four feet of storage.

16.16.090 Fire apparatus access roads.

Chapter 5, Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an AC pavement or equivalent surface so as to provide all-weather driving capabilities.

16.16.100 Premises identification.

A. Multiple Tenant Buildings. Multiple tenant buildings shall contain the following features:

1. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the fire chief.

2. Multiple tenant spaces serviced by rear access through a corridor, exit passageway, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the fire chief.

3. Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed near the entrance door in all new and existing buildings.

4. Illuminated directory boards shall be provided at vehicular access entrances to multiple building complexes as deemed necessary by the fire chief.

B. Illumination. Addressing shall be illuminated at night in all new buildings. Address signs shall be internally or externally illuminated. When the luminance provided for the face of an address sign is from an external source, it shall have an intensity sufficient so as to be visible at night from the adjoining access roadway. Internally illuminated address signs shall be provided with equivalent luminance.

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.
2. The location of the fire control room shall be approved by the fire code official.
3. Fire control rooms shall have minimum dimensions of five feet by seven feet.
4. Fire control rooms shall be constructed with a one-hour fire rating.
5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One and two family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passive purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings or similar use occupancies shall be designed to Ordinary Hazard Group 1.

2. Mercantile, storage or similar use occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile, storage or similar use occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright sprinklers. Upright sprinklers shall be installed in all construction types.

Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

G. **Chapter 9, Section 903.4.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:**

903.4.2 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. **Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:**

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFEX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3.*
3. Automatic sprinkler systems in one and two family dwellings.

I. **Combination Alarm Systems.** Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

16.16.120 (Reserved.)

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section 3310.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

3310.1 Required access. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all-weather driving capabilities. Said fire access road shall be constructed prior to the presence of on-site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

16.16.140 Regulations for fireworks.

A. Chapter 56, Section 5608 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6—Fireworks, and this chapter.

B. Prohibited Fireworks. Except as otherwise provided in this chapter, no person shall possess, manufacture, sell, use, display or explode any dangerous fireworks including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city.

C. Public Displays. Public displays of fireworks may be given under permit issued by the fire code official consistent with state law where such displays will take place under the direction and supervision of a State of California licensed pyrotechnic operator.

D. Public Notice. Applicants for a fireworks public display permit shall provide notice to the surrounding community prior to the public display in accordance with standards approved by the fire code official.

E. Safe and Sane Fireworks. It shall not be unlawful to possess, use, display or discharge, within the city, those fireworks that are defined and classified as safe and sane fireworks authorized and labeled by the California State Fire Marshal during the period from noon on the 28th of June through midnight on the 4th of July of the same calendar year. Any person in violation of this section with amounts up to but not exceeding 25 pounds shall be cited for an infraction.

F. Sale of Safe and Sane Fireworks. The sale of safe and sane fireworks authorized and labeled by the California State Fire Marshal, within the city, shall be permitted only between noon and 10:00 p.m. on the 28th of June of each year and 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year.

Exception: No person shall sell or offer to sell or expose for sale any safe and sane fireworks to any person under the age of 18 years.

G. Permits. It is unlawful for any person, firm, or corporation to sell safe and sane fireworks within the City without having first applied for and received a city permit therefor, in addition to the required state license.

H. Permit Requirements. The following are requirements for an application for a permit to sell safe and sane fireworks in the city:

1. No permit to sell safe and sane fireworks shall be issued to any person or business entity except nonprofit organizations.

a. “Nonprofit organization” means: (i) any nonprofit association, charity or corporation organized pursuant to the Internal Revenue Code or California Revenue and Taxation Code; or (ii) a group which is an integral part of a recognized national organization having such tax-exempt status; or (iii) an organization officially affiliated with and officially recognized by: (A) an elementary school, middle school, and/or high school and/or school district that serves, in whole or in part, the residents of the city, or (B) a public and/or private community college, college and/or university which is located within the boundaries of the city.

2. Any nonprofit organization that is qualified to sell safe and sane fireworks must meet all of the following criteria for a continuous period of not less than one full year preceding

submittal of an application for a permit to sell fireworks required by this chapter and which continues to meet the criteria for the duration of any permit to sell fireworks issued by the city.

- a. The organization must have its principal and permanent meeting place within the city.
- b. The organization must have a demonstrated benefit or provide a service to the citizens of Roseville.
- c. The organization must have a minimum bona fide membership of at least 20 members who either reside in the city or are owners or operators of a business or other establishment located in the city or attest that the otherwise qualified organization will have a minimum of 20 volunteers to staff a fireworks booth. The organization shall provide documentation demonstrating the minimum bona fide membership to the satisfaction of the fire chief.
- d. The organization must not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law within 24 calendar months prior to the organization's submittal of an application for a permit to sell fireworks.
- e. All applications for permits shall be accompanied by a California State Board of Equalization temporary sales tax permit.
- f. All applications for permits shall be in writing to the fire department on forms supplied by the city.

- g. Applications must be filed 30 days prior to the actual sale or display.
- h. Applications shall set forth the proposed location of the fireworks stand.
- i. Applications shall be accompanied by a certificate of insurance in a form approved by the city attorney showing public liability insurance coverage in a minimum amount of \$1,000,000.00.
- j. All applications for permits shall be accompanied by a retail sales permit issued by the California State Fire Marshal.
- k. Applicants shall furnish such other data or information as may be required relating to the issuance of such fireworks permits.
- l. Applications shall identify the name, organizational form, address of the principal meeting place, number of members, the purpose of the organization or corporation and the date it came into existence within the city. Only those organizations that are located within the city limits will be allowed to sell fireworks. Each organization, and its affiliated groups, will be limited to no more than one booth.
- m. Every application shall designate one or more individuals as the fireworks stand safety officer. That individual shall be required to attend a fireworks stand operators safety seminar and orientation session conducted or approved by the city's fire department prior to issuance of the permit. The fireworks stand safety officer(s) must attend the seminar each year regardless of whether or not they have previously attended such a seminar in the past.

n. Each application shall be accompanied by the applicable permit fee. Such fee shall be nonrefundable. The fee shall be used to defray the expense of administering the provisions of this section and to provide safety and informational material and programming relative to fireworks.

I. Permit Revocation. The fire chief may suspend or revoke any permit upon proof that the permitted organization or corporation, or any of its members, has violated any of the provisions of this section relating to fireworks. If the fire chief determines that the suspension occurred too late in the limited sales period to have the necessary deterrent effect, he or she may disqualify the permitted person or organization from obtaining a permit for a period of up to two additional years. Such additional disqualifications may be appealed to the city manager in writing within 15 calendar days of the action.

J. Number of Permits Issued. Except as otherwise provided, not more than 15 permits for fireworks shall be issued during any one calendar year. In the event more than 15 applications for permits are received, priorities for issuing of permits shall be determined by the fire chief as follows:

1. First priority shall be to those applicants who received a permit in the prior calendar year and actually operated a fireworks stand. Provided, however, that such priority shall expire after five consecutive years, and that nothing herein shall be construed so as to permit more than one fireworks stand per organization.

2. Second priority shall be to those otherwise qualified organizations.

3. In the event that the number of applicants within a given class of priority exceeds the number of permits remaining to be granted, then the selection of permittees shall be by lot. Such lottery shall be conducted in public by the fire chief who shall notify all applicants at least five days in advance of the date and time of the lottery.

K. Temporary Fireworks Stands. Retail sales of safe and sane fireworks are permitted only from within a temporary fireworks stand and subject to the following provisions:

1. No person other than the permitted organization shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals who are members of the permitted organization shall sell or otherwise participate in the sale of safe and sane fireworks.

3. Each fireworks stand shall have a responsible adult in attendance and in charge of the stand at all times while it is being used for the display or storage of safe and sane fireworks.

4. Each fireworks stand shall have a fireworks stand safety officer in attendance and in charge at all times while it is being used for the sale or the offering for sale of safe and sane fireworks.

5. All safe and sane fireworks shall be retained or stored at the approved location of the fireworks stand, and in no event shall fireworks, other than those which have been sold, be removed from the approved fireworks stand location to any other place within the city.

6. There shall be no drinking or possession of alcoholic beverages in or about the fireworks stand or storage site at any time.

7. Fireworks stands may only be located on property zoned C-C, G-C, M-1, or M-2.

8. No fireworks stand shall be located within 25 feet of any other building or within 50 feet of any gasoline station, fuel pump, storage tank, generator or bulk plant.

9. Fireworks stands shall be located at least 100 feet apart from any other fireworks stand.

10. Fireworks stands shall comply with the provisions of the Building Code as determined by and at the discretion of the building official. All stands shall be erected under the supervision of the building official. The building official shall require that stands be constructed in a manner which will reasonably insure safety of attendants and patrons.

11. Temporary electrical wiring within the fireworks stand shall be prohibited.

12. Electrically powered equipment shall be located at least 10 feet from the fireworks stand.

13. Each stand shall have at least two approved exits located at opposite ends of the stand.
14. Any relocation of a fireworks stand shall be subject to prior approval of the fire chief.
15. Each fireworks stand shall be provided with two two-and-one-half-gallon “water-type” fire extinguishers approved by the fire chief, in good working order and easily accessible for use in case of fire. Such fire extinguishers shall be kept at or immediately near the fireworks stand.
16. All weeds and combustible materials shall be cleared from the location of the fireworks stand, to a distance of at least 30 feet.
17. When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:
 - a. Within a reinforced, heavy metal, fully-enclosed container, walk-in type drop box, or its equivalent, as approved by the fire code official; or
 - b. Returned daily to the licensed fireworks wholesaler for storage at an approved location.
- L. Igniting Fireworks Near Stand. It is unlawful to discharge or ignite fireworks of any type within 25 feet of a fireworks stand.

M. Removal of Fireworks Stand. Fireworks stands shall be removed from the temporary locations by noon on the 6th day of July, and all accompanying litter shall be cleared from the locations by that time.

16.16.150 (Reserved.)

16.16.160 Fire flow requirements for buildings.

A. Appendix B, Section B105.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two- family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2). The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

B. Appendix B, Section B105.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table

B105.2 and B105.1(2). The resulting fire-flow shall be at least 50% of the value in Table B105.1(2) and not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

16.16.170 Validity.

The city council hereby declares that should any section, paragraph, sentence, or word of this chapter or of this code hereby adopted be declared for any reason to be invalid, it is the intent of the council that it would have passed all other portions of this chapter independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 9. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 10. 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:

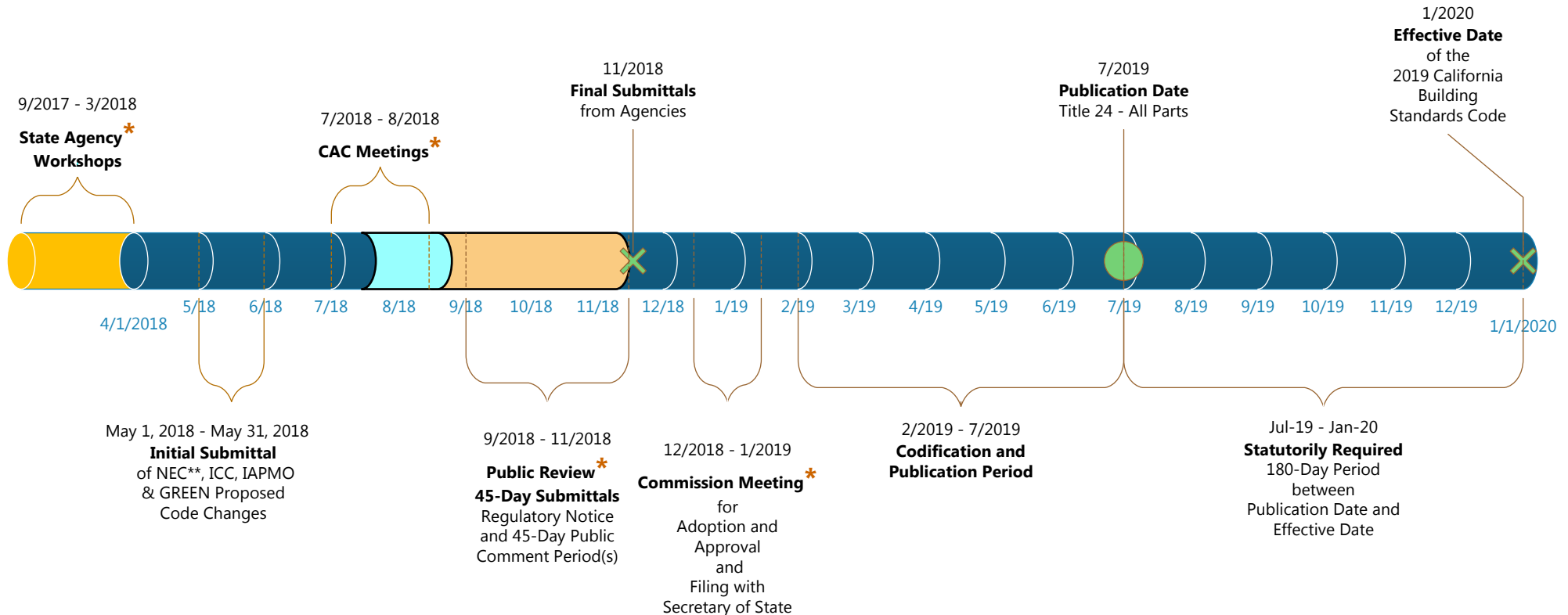
MAYOR

ATTEST:

City Clerk

2019 California Building Standards Code, Title 24
Effective January 1, 2020

2018 Triennial Code Adoption Cycle



Code Advisory Committees (CAC):

SDLF – Structural Design/ Lateral Forces
PEME – Plumbing, Electrical, Mechanical & Energy
HF – Health Facilities
GREEN – Green Building
BFO – Building, Fire & Other
ACCESS - Accessibility

*Public Participation Opportunity

**NEC resubmittal if necessary

All dates are subject to change

California Building Standards Commission



Rev. 10/17
(916) 263-0916
www.bsc.ca.gov



COUNCIL COMMUNICATION

CC #: 0418

File #: 0900-02 & 0201-01

Title: Saugstad Urban Rivers Grant Bank Stabilization Project - Design-Build Construction Agreement and Budget Adjustment
Contact: Matt Ocko 916-774-5738 mocko@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

- 1 . Approve a Design-Build Construction Agreement with Habitat Restoration Sciences, Inc., (HRS) in the amount of \$605,649.00 for the Saugstad Urban Rivers Grant Bank Stabilization Project and adopt a resolution authorizing the City Manager to execute it on behalf of the City of Roseville.
- 2 . Adopt an ordinance to approve a budget adjustment to increase the project budget by \$75,000.00 with contributions from the Stormwater Fund and Highway Users Tax Fund.

BACKGROUND

The City of Roseville was awarded a \$543,357.50 environmental restoration grant through the Proposition 1 California Natural Resources Agency Urban Rivers Grant Program. The project focuses on the creek segment adjacent to the Chamber of Commerce building within Saugstad Park and will provide long-term creek bank stability in that section of Dry Creek. This area is of utmost importance as it has been in a constant cycle of bank erosion and property loss, as well as a decrease in aesthetic and habitat value.

On July 2, 2019, two (2) consultants proposed on the Project. The proposals were evaluated by Environmental Utilities staff and ranked based on the criteria specified in the Request for Proposal (RFP) No. 08-055. Staff determined HRS's proposal provided the best value based on the evaluation criteria of the RFP. HRS will provide the labor, experience, equipment and materials required to complete the final design and construction services to complete the Saugstad Bank Stabilization Project.

FISCAL IMPACT

The grant award of \$543,357.50 that the City of Roseville received through the California Natural Resources Agency Urban Rivers Grant Program will cover the majority of costs associated within the project scope. The current total project estimate, including contingency funds and previous survey work, is \$618,357.50. The remaining costs (\$75,000.00) will be split between the Stormwater Fund (\$40,000.00) and the Highway Users Tax Fund (\$35,000.00) due to the outfall infrastructure replacement and habitat restoration activities included in the project. These expenses were included in the FY2019-20 operating budgets of these two funds. The recommended budget adjustment will transfer the appropriations to the Saugstad Restoration Project budget. There is no impact to the General Fund.

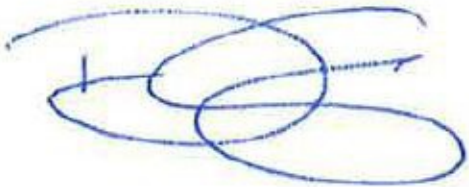
ENVIRONMENTAL REVIEW

The proposed activity is a creek and riparian restoration and water quality improvement project. The project area is less than five acres and would be implemented consistent with state and federal permit conditions designed to ensure no significant adverse impacts to endangered, rare or threatened species or their habitat. The project meets the requirements for a Class 33 Small Habitat Restoration Project Categorical Exemption as described in Section 15333 of the State CEQA Guidelines. The Notice of Exemption has been prepared, and no additional CEQA review is required.

Respectfully Submitted,

Matt Ocko, Acting Stormwater Program Manager

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-473

Design Build Construction Agreement

Ordinance No. 6150

Request for Budget Adjustment

RESOLUTION NO. 19-473

APPROVING A DESIGN-BUILD CONSTRUCTION AGREEMENT, BY AND BETWEEN
HABITAT RESTORATION SCIENCES, INC. AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a design-build construction agreement for the Saugstad Urban Rivers Grant Bank Stabilization project, by and between Habitat Restoration Sciences, Inc. and the City of Roseville, has been reviewed by the City Council; and

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

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

DESIGN-BUILD CONSTRUCTION AGREEMENT
(PROJECT: Saugstad Urban Rivers Grant Bank Stabilization)

This Design-Build Construction Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY") and Habitat Restoration Sciences, Inc., a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY has issued a Request for Proposals pursuant to which CITY solicited proposals from design-build contractors to construct the Saugstad Urban Rivers Grant Bank Stabilization project ("Project"); and

WHEREAS, CONTRACTOR has submitted a Proposal, dated July 2, 2019, attached hereto and made a part hereof as Exhibit F, and CITY has selected CONTRACTOR to provide design 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

1.1 "Applicable Laws" means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

1.2 "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 Section 5.3 hereof.

1.3 "Architect/Engineer" means a licensed professional(s) (and/or entity(ies)) retained by CONTRACTOR, with the approval of 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 shall be the Architect/Engineer(s) stated in the Proposal, unless substituted by CONTRACTOR based upon CITY's written pre-approval.

1.4 "Authorized Representatives" means the Design-Build Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Section 3.1.1.

1.5 "Business Day" means any day when the office of the City Clerk of the City of Roseville is open for business.

1.6 "Certificate of Substantial Completion" means a certificate prepared by CONTRACTOR in accordance with Section 5.12 and forwarded to CITY.

1.7 "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 5 hereof.

1.8 "Change Directive" means a written order signed by CITY directing a change in the Work. A Change Directive shall state a proposed basis for adjustment, if any, in the GMP or Schedule. CITY may order changes in the Work within the general scope of the Contract, and a Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

1.9 "Change Order" means a written order signed by CONTRACTOR and CITY authorizing a change in the Work, which also may adjust the GMP and/or the Schedule, and which shall constitute a Modification. The GMP and/or Schedule may be changed only by Change Order.

1.10 "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.

1.11 "Construction Allowance Items" [reserved]

1.12 "Construction Documents" means the plans and specifications prepared by the Design-Build 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 Section 2.2.

1.13 "Construction Notice to Proceed" means the notice given by CITY to CONTRACTOR stating that the Site is available to CONTRACTOR and directing CONTRACTOR to commence construction of the Project in accordance with Section 4.2.1.

1.14 "Construction Phase" means the period beginning with the issuance of the Construction Notice to Proceed and ending on the date of Final Completion of the Project.

1.15 "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.

1.16 "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 6.

1.17 "Contract Documents" means this 1) Agreement, 2) its Exhibits, and 3) the Construction Documents, all of which, together with this Agreement, 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.

1.18 "Contract" or "Agreement" means this Design-Build Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties.

1.19 "Contract Time" means the period of time, including authorized adjustments, allotted in the Schedule for the Final Completion of the Work.

1.20 "CONTRACTOR" means the individual or entity identified in the preamble to this Agreement.

1.21 "CONTRACTOR Event of Default" shall have the meaning set forth in Section 12.1 hereof.

1.22 "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 A.

1.23 "CPM" means a critical path method schedule in the form of precedents, networks and time sequences.

1.24 "Day" or "Days" means calendar days.

1.25 "Delay Costs" means those items of Cost of the Work attributable to an Excusable Delay for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.26 "Design-Build Team" includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.

1.27 "Design Development Documents" means the drawings, specifications and other documents prepared by the Design-Build 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 Section 2.2.

1.28 "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 Section 2.2.

1.29 "Design Work" means that portion of the Work consisting of the design services required to be provided in connection with the design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of professional care set forth herein.

1.30 "Excusable Delay" shall have the meaning set forth in Section 4.4.2 hereof.

1.31 "Fee", if applicable, means the fee payable to CONTRACTOR pursuant to this Contract and as part of the GMP, if shown on Exhibit A attached hereto.

1.32 "Final Completion" means the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items.

1.33 "Force Majeure" means 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.

1.34 "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.

1.35 "Guaranteed Maximum Price" or "GMP" means the amount set forth on Exhibit A hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

1.36 "Hazardous Materials" means those items identified on Exhibit C hereto.

1.37 "Indemnified Parties" includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.

1.38 "Liquidated Damages" means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Section 4.6 hereof.

1.39 "Modification" means an amendment to this Agreement executed by the parties after the date hereof.

1.40 "Party" shall mean CITY or CONTRACTOR individually, and **"Parties"** shall mean CITY and CONTRACTOR collectively.

1.41 "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 E.

1.42 "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, if any, 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.

1.43 "Project Manager" means the person assigned by the director of the CITY administering department to monitor the Project and Work.

1.44 "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.

1.45 "Retention" means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 5 hereof.

1.46 "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.

1.47 "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.

1.48 "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 6.

1.49 "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.

1.50 "Site" is the real property on which the Project will be located.

1.51 "Subcontract" means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.

1.52 "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.

1.53 "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.

1.54 "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.

1.55 "Unexcusable Delay" shall have the meaning set forth in Section 4.4.

1.56 "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 (including, the entirety of Exhibit F).

ARTICLE 2 SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 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 (including Architect/Engineer) to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, and Applicable Laws. CONTRACTOR will retain an Architect/Engineer for design services required by the Work and the Architect/Engineer shall be the engineer of record. 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 6 hereof.

2.1.1. Noise and Night Work. CONTRACTOR shall comply with CITY's noise ordinance.

2.2 Professional Standard; Ownership of Documents.

2.2.1 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.

2.2.2 Design Documents and Materials, and Confidentiality.

2.2.2.1 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.

2.3 Local Conditions; Environmental Site Conditions.

2.3.1 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.

2.3.2 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 C hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.4 Design Development Documents and Construction Documents.

2.4.1 General. The Design-Build Team understands that all construction documents, working drawings and specifications (“Submittals”) must be coordinated with, 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-Build 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 including the necessary bidding information. 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.

2.4.2 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 6 hereof, provided that prior to such approval CONTRACTOR has made CITY aware of future design decisions which may be affected by such approval. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.4.3 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.

2.5 Legal Requirements. 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 in the future 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.

2.6 Services and Facilities.

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.3.1 Design-Build 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 as may be necessary according to good engineering and architectural practice.

2.6.3.2 Construction Documents Coordination. [reserved]

2.6.4. 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.

2.6.5 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.

2.6.6 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.

2.7 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 Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. 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 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 Section 9.3 below regarding Warranty Bond requirements.

2.8 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

2.9 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 Use of Site. CITY shall be permitted beneficial use of the Work.

2.11 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.

2.12 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 reasonably 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.

2.13 Permits, Fees and Notices. Unless otherwise provided in the Contract Documents, and subject to the provisions of Section 2.5 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.

2.14 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.1 Documents and Samples at the Site. From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one 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.

2.14.2 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.2.1 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.

2.14.2.2 Product Data are 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.

2.14.2.3 Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.14.2.4 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.

2.14.2.5 Submission of items listed in section 2.14.2.4. [reserved]

2.14.3 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.

2.15 Tests and Inspections

2.15.1 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.

2.15.2 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 subsection 2.15.1, 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 Section 2.22 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.

2.15.3 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.

2.1 5.4 Timing of Testing. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.16 Execution, Correlation and Intent.

2.16.1 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.

2.16.2 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.

2.16.3 Organization of Materials. 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.

2.16.4 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.

2.17 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.

2.18 Cutting and Patching.

2.18.1 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.

2.18.2 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.

2.19 Uncovering of Construction Work.

2.19.1 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 Section 2.22 hereof.

2.19.2 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 it's 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.

2.20 Correction of Work.

2.20.1 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.

2.20.2 [Intentionally deleted].

2.20.3 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 Section 2.22 hereof.

2.20.4 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 Section 5.1.

2.20.5 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 Section 5.1.

2.20.6 No Limitation. Nothing contained in this section 2.20 shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.21 Value Engineering. CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion.

2.21.1 Subcontractors Bids. CONTRACTOR shall use its best effort to choose the highest quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and make reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.22 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.

2.23 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 CITY'S RIGHTS AND RESPONSIBILITIES

3.1. Information and Services Required of CITY.

3.1.1 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.

3.1.2 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.

3.1.3 Governmental Approvals. CITY shall be responsible for obtaining the Governmental Approvals. Any delay in obtaining the Governmental Approvals may entitle CONTRACTOR to an equitable adjustment in the Schedule and GMP in accordance with the Change Order provisions of this Agreement, except to the extent such delay is due to the fault or neglect of CONTRACTOR.

3.2 [Intentionally deleted.]

3.3 [Intentionally deleted.]

3.4 Activities on the Site by CITY or Separate Contractors.

3.4.1 CITY's Right to Award Separate Contracts. CITY reserves the right to perform work or operations related to the Project, with CITY's own forces, and to award separate contracts to Separate Contractors in connection with other portions of the Project.

3.4.2 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.

3.4.3 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.

3.4.4 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.

3.4.5 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).

3.4.6 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.

3.5 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 Section 1.53 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 Section 6.5.1.

3.6 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).

3.7 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.

ARTICLE 4 TIME

4.1. Progress and Completion. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, CONTRACTOR confirms that the Contract Time is a reasonable period of time for achieving Final Completion of the Work.

4.2 Schedule Obligations.

4.2.1 Contract Schedule and Notice To Proceed. CONTRACTOR shall provide a schedule as stated in Section 1.46. CONTRACTOR shall begin work pursuant to this Agreement and in accordance with the Schedule (as described in Exhibit F) within fifteen (15) calendar Days of the date of issuance of a Notice To Proceed by CITY, unless extended at the request made to and at the sole discretion of City. CONTRACTOR shall update said schedule to commence from the date of this Agreement, and the overall timeline shall remain consistent with the original schedule. CITY may issue the Notice To Proceed within fifteen (15) Days of full execution of this Agreement.

4.2.2 Prosecution of the Work. CONTRACTOR shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the rate of progress is such that the total amount of Work and/or the degree of completion of the Project accomplished by CONTRACTOR within any time period required by the Schedule is less than the amount therein specified, CONTRACTOR shall so notify CITY. If the delay is an Unexcused Delay, CONTRACTOR shall prepare a recovery schedule for CITY's review and approval, showing how CONTRACTOR will compensate for the delays and achieve Final Completion by the date shown on the Schedule. If CONTRACTOR is unable to demonstrate how it will overcome Unexcused Delays, CONTRACTOR shall employ such extraordinary measures as are necessary to bring the Work into conformity with the Final Completion Date set forth therein, the costs of which shall be a Cost of the Work and not exceed the GMP. If the delay is an Excusable Delay, CITY shall either (a) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the GMP on account of such delay, to the extent permitted by Article 6; or (b) request that CONTRACTOR prepare a recovery schedule showing how (if possible) CONTRACTOR can achieve Substantial Completion by the date shown on the Schedule (as modified), and equitably adjust the GMP in accordance with the Change Order provisions of this Agreement on account of any extraordinary activities required of CONTRACTOR on account of such recovery schedule. Schedule float (total float) shall be owned by CITY. As float is an expiring resource, if the Work is delayed on the critical path due to a delay caused by the CONTRACTOR and/or Architect/Engineer, the CONTRACTOR may not use any float created by such a delay on any other path without the express written approval of CITY.

4.3 Pre-construction Activities. Within thirty (30) Days after execution of this Agreement, CONTRACTOR shall submit to CITY for review a detailed schedule of pre-construction

activities, by expanding the pre-construction activities set forth on the Schedule. This pre-construction schedule shall be prepared using the CPM, and shall show in sufficient detail the starting and completion times sequences of Subcontract award activities of CONTRACTOR, and identify all interface activities of CITY.

4.4 Extensions of Time.

4.4.1 General. An extension in the scheduled date of Final Completion will only be granted in the event of Excusable Delays affecting Work activities on the critical path.

4.4.2 Excusable Delays. Subject to 4.4.1 and 4.5.2, to the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an "**Excusable Delay**" (to the extent not set forth below, a delay will be considered an "**Inexcusable Delay**").

4.4.2.1 Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.

4.4.2.2 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.

4.4.2.3 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.

4.4.2.4 Delays resulting from Force Majeure.

4.4.2.5 Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.

4.4.2.6 Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.

4.4.2.7 Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.

4.4.2.8 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.

4.4.2.9 Delays resulting from weather conditions, which shall be determined as follows: Should CONTRACTOR prepare to begin work at the regular starting time of any working day on which inclement weather, or the conditions resulting from the weather, prevents the Work from beginning at the usual starting time and the crew is dismissed as a result thereof and CONTRACTOR does not proceed with at least 75% of the normal labor and equipment force engaged in the current operations for at least 60% of the total daily time being spent,

CONTRACTOR will not be charged for a working day, even if the conditions change during the course of the day. At the start of such days, CONTRACTOR shall notify CITY if CONTRACTOR believes that inclement weather or conditions resulting from the weather exist. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.2.10 Delays resulting from unproductive work days, which shall be determined as follows: When CONTRACTOR is prevented from working on current operations due to site conditions, CITY action, or force majeure for at least 60% of the total daily time on the controlling operations. Controlling operations are determined by the critical path method schedule described in the applicable CITY construction standards. The critical path schedule used in this determination shall be no more than thirty (30) days old. CONTRACTOR shall notify CITY if CONTRACTOR believes an unproductive work day exists upon discovery of such condition. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.3 Requirements for Schedule Amendment due to Excusable Delays. In order to obtain an extension of time due to an Excusable Delay, CONTRACTOR shall comply with the following requirements:

4.4.3.1 CONTRACTOR shall notify CITY of the Excusable Delay as soon as practicable, but in no event more than four (4) Business Days after CONTRACTOR becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days CONTRACTOR expects to be delayed. After the cessation of the Excusable Delay, CONTRACTOR shall notify CITY of the number of Days CONTRACTOR believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by CITY, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

4.4.3.2 CONTRACTOR shall demonstrate to the satisfaction of CITY that the Excusable Delay in fact delayed the critical path for performance of the Work (by use of CPM analysis). Any delay that impacts the CPM will be presented to the Project Manager at the monthly meeting, and prior to completion of each activity.

4.4.4 Decision by CITY. Within thirty (30) Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Inexcusable Delays, CITY will provide CONTRACTOR with written notice of CITY's determination of the respective number of Days of Excusable Delay and/or Unexcusable Delay within ten (10) Days after receipt by CITY of CONTRACTOR's written request for such determination. The issuance by CITY of such a determination shall not, however, be deemed a concurrence by CONTRACTOR of the matters set forth therein, and CONTRACTOR may invoke the dispute resolution procedures with respect to such determination. Pending completion of dispute resolution procedures, CONTRACTOR may take such acceleration or other measures required on account of CITY's determination of

Inexcusable Delay, and if completion of the dispute resolution procedures results in CITY's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by CITY as an increase to the GMP in accordance with the Change Order provisions of this Agreement.

4.5 Adjustment in GMP on Account of Extensions of Time.

4.5.1 Certain Excusable Delays. Section 4.5 governs the extent to which CONTRACTOR is entitled to an extension of time due to Excusable Delays. Provisions governing the payment of additional compensation on account of such Excusable Delays, (if any) are set forth in Article 6.

4.5.2 Concurrent Delays. To the extent CONTRACTOR is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of CONTRACTOR, any subcontractor and/or by an Inexcusable Delay, CONTRACTOR shall not be entitled to any additional costs for the period of such concurrency.

4.6 Liquidated Damages.

4.6.1 General. CONTRACTOR and CITY acknowledge that in the event that CONTRACTOR fails to achieve Final Completion of the Project by the date established, CITY will incur substantial damages that shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that CITY would incur as a result of late Completion of the Project. Such liquidated damages shall be in-lieu of actual damages resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

4.6.2 Amount of Liquidated Damages. If CONTRACTOR fails to achieve Final Completion of the Work on or before the Notice of Completion date, as adjusted for Excusable Delays, CONTRACTOR shall pay to CITY liquidated damages in the amount of \$500.00 (five hundred dollars) per Day for each calendar day the date of Final Completion is unexcusably delayed. Payment of liquidated damages shall be made contemporaneously with CITY's required payment to CONTRACTOR, and such payments may be offset against each other.

ARTICLE 5 PAYMENT AND COMPLETION

5.1 Guaranteed Maximum Price ("GMP"). CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit A 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).

5.1.1 [reserved]

5.2 Schedule of Values. Before the first Application for Payment, CONTRACTOR shall submit to CITY, and CITY shall approve, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.

5.3 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.

5.4 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 Section 5.5 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.

5.5 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 D). Release of Retention monies shall constitute the Final Payment.

5.6 Early Release of Subcontractor Retention. [reserved]

5.7 Payment for On-Site and Off-Site Stored Materials. [reserved]

5.8 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.

5.9 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:

5.9.1 defective Work not remedied;

5.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.9.3 failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;

5.9.4 damage to CITY or a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or

5.9.5 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.

5.10 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.

5.11 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.

5.12 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 by providing 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.

5.13 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.

5.13.1 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.

5.14 Construction Allowance Items. [reserved]

5.15 Superintendent. CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Construction Work. The superintendent shall represent CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.16 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.

5.17 Contingency. [reserved]

ARTICLE 6 CHANGES IN THE WORK; CLAIMS

6.1 Changes. 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.

6.2 Change Directives. The following procedures shall apply with respect to Change Directives:

6.2.1 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.

6.2.2 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.

6.2.3 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 Sections 6.5 or 6.10 below, as applicable. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.

6.2.4 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.

6.2.5 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.

6.3 Change Proposals. If CITY requests CONTRACTOR to submit a Change Proposal which would entitle CONTRACTOR to an increase in the GMP for costs of preparation of such Change Proposal pursuant to the provisions of this Section 6.3, CONTRACTOR shall first estimate the costs of preparing such Change Proposal and inform CITY in writing of such costs. CITY shall then direct CONTRACTOR either to proceed with the Change Proposal or cancel the Change Proposal. If CITY directs CONTRACTOR to proceed with the Change Proposal and then elects not to proceed with the Change Order contemplated therein, a Change Order shall be issued to reimburse CONTRACTOR for costs reasonably incurred by CONTRACTOR on account of such Change Proposal, but only to the extent the Change Order contemplated by such Change Proposal involves a material change to the scope of the Work requiring modification to one or more systems which have been designed and approved in accordance with the standards set forth in the technical specifications. To the extent the preparation of such Change Proposal impacts the Schedule (e.g., other Work is suspended pending a decision on such Change Proposal or the Design Work is delayed due to the preparation of the Change Proposal), an equitable adjustment in the Schedule shall be made.

6.4 Claims. CONTRACTOR shall submit any claims for additional compensation to CITY in writing. The claim shall set forth the reason(s) that CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice must be given to the Project Manager prior to the time that CONTRACTOR shall have performed the work giving rise to the potential work for additional compensation, if based on an act or failure to act by CITY, or in all other cases within fifteen (15) calendar days after happening of the event, thing or occurrence giving rise to the potential claim. Any and all Claims not presented as required herein shall be waived.

6.5 Change Orders Increasing or Decreasing Scope.

6.5.1 Increased Scope. With respect to Change Orders which increase the Scope of Work described on Exhibit F, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Section 6.6 below, the GMP shall be increased by the following "Scope Change Costs":

6.5.1.1 Construction Work and Mark Ups.

6.5.1.1.1 The estimated increase in the Cost of the Work attributable to the Change Order and which would not have been incurred but for the Change Order and/or Work Directive. In addition, CONTRACTOR may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to the increase in the Cost of the Work due to the Change Order. This markup shall constitute full compensation for all delay costs, overhead costs and profit. The GMP shall be revised accordingly.

6.5.1.1.2 When Change Order work is performed by a Subcontractor(s), each Subcontractor may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to their direct costs for labor, materials and equipment used in performing the Change Order work. The GMP shall be revised accordingly.

6.5.2 Decreased Scope. With respect to Change Orders, which decrease the Scope of Work described on Exhibit F, the GMP shall be decreased by the Cost of Work attributable to such Change Order and/or Work Directive. Furthermore, if the Change Order deletes a part of the Scope of Work, CONTRACTOR shall be entitled to retain a value of five percent (5%) of the full value of the reduction in Cost of Work attributable only to the portion of the Scope of Work deleted from the Scope of Work. The GMP shall be revised accordingly.

6.6 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:

6.6.1 With respect to new or increased 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 or increased taxes only. With respect to reductions 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 reduced taxes only.

6.6.2 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.

6.7 Change Orders on Account of Excusable Delay. With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Section 6.7.3 below, the GMP shall be increased by the following "Delay Costs":

6.7.1 Construction Work.

6.7.1.1 Increased allowable labor costs resulting from wage increases paid due to the delay;

6.7.1.2 Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;

6.7.1.3 Proven increased material costs;

6.7.1.4 Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);

6.7.1.5 Demobilization and remobilization costs; and

6.7.1.6 Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

6.7.2 Intentionally left blank.

6.7.3 Exceptions. The following exceptions to the provisions of Section 6.7.1 above shall apply:

6.7.3.1 With respect to the Excusable Delay described in Section 4.4.2.1, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.2 With respect to the Excusable Delay described in Section 4.4.2.2, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.3 With respect to the Excusable Delay described in Section 4.4.2.4, costs incurred in connection with such delay are chargeable against the Cost of the Work but shall not increase the GMP.

6.7.3.4 With respect to the Excusable Delay described in Section 4.4.2.5, in addition to the compensation provided in Section 6.7.1, CONTRACTOR shall be entitled to the additional costs set forth in Section 6.10.

6.7.3.5 With respect to the Excusable Delay described in Section 4.4.2.7, 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.

6.8 Force Majeure. There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

6.9 Intentionally left blank.

6.10 Change Orders on Account of Differing Site Conditions. If CONTRACTOR encounters conditions described in Section 4.4 which constitute Excusable Delay, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 6.7.1), 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.

6.11 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.

ARTICLE 7 CORRECTION OF WORK

7.1 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.

7.2 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 design or 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.

7.3 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.

7.4 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 8 SUBCONTRACTORS

8.1 Subcontracts

8.1.1 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.

8.1.2 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 9 INSURANCE AND BONDS; INDEMNIFICATION

9.1 Insurance to be provided by CONTRACTOR:

A. 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.

B. 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.

C. Insurance Required. Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

- | | | |
|----|--|--|
| 1. | Commercial General Liability
Minor Construction Project
(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 for
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 |
| 2. | Professional Liability (errors and
omissions) | \$2,000,000 per claim
\$4,000,000 aggregate |

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.

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, 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.

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.

2. 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.

3. 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.

4. 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.

D. Other Insurance Provisions.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Unless provided by CONTRACTOR, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement).

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

9.2 Insurance to be provided by CITY. [not applicable]

9.3 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 Payment 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 E 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.

9.4 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 10
PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs.

10.1.1 Site Safety. 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.

10.1.2 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.

10.2 Safety of Persons and Property.

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.

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.

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.

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.

10.2.1 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:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 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

10.2.1.3 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.

10.2.2 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.

10.2.3 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.

10.2.4 Remedy of Damage. CONTRACTOR shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 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.

10.2.5 Designation of Safety Coordinator. [reserved]

10.2.6 Loads. CONTRACTOR shall not load or permit any part of the Construction Work or the Site to be loaded so as to endanger its safety.

10.3 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.

10.4 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. 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 Section 2.20.5 hereof.

10.5 Damage to Property of Others. 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.

10.6 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.

10.7 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 Section 6.2 hereof.

ARTICLE 11 DISPUTES

11.1 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.

11.2 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 12 EVENTS OF DEFAULT AND REMEDIES; TERMINATION

12.1 CONTRACTOR Events of Default. The following shall be considered "CONTRACTOR Events of Default":

12.1.1 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;

12.1.2 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);

12.1.3 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.

12.2 Remedies of CITY upon a CONTRACTOR Event of Default.

12.2.1 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. Without prejudice to any other rights or remedies of CITY, CITY may:

12.2.1.1 Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;

12.2.1.2 Accept assignment of Subcontracts; and

12.2.1.3 Finish the Work by whatever reasonable method CITY may deem expedient.

12.2.1.4 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.

12.2.2 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.

12.3 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.

12.4 Termination or Suspension for Convenience.

12.4.1 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.

12.4.2 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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Contract shall be construed with and governed by the laws of the State of California.

13.2 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.

13.3 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:

City of Roseville
Attn: City Clerk
311 Vernon Street
Roseville, CA 95678

If to CONTRACTOR:

Habitat Restoration Sciences, Inc.
Attn: Kyle Matthews
3888 Cincinnati Avenue
Rocklin, CA 95765

Address for Notice may be changed by Notice to the other Party.

13.4 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 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 Section 1773, the Department of Industrial Relations 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, the General Prevailing Wage Rates set forth above by the Department of Industrial Relations, which form a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site.

13.5 Modifications. No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

13.6 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.

13.7 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.

13.8 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

13.9 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.

13.10 Intentionally left blank.

13.11 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.

13.12 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.

13.13 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.

13.14 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*.

13.15 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:

HABITAT RESTORATION
SCIENCES, INC., a California corporation:

BY: _____
DOMINICK CASEY
City Manager

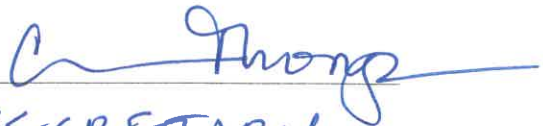
BY: 
its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: SECRETARY

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
RICHARD D. PLECKER
Environmental Utilities Director

LIST OF EXHIBITS:

- Exhibit A Guaranteed Maximum Price**
- Exhibit B Construction Allowance Items [reserved]**
- Exhibit C Hazardous Materials**
- Exhibit D In Lieu of Securities Escrow Agreement**
- Exhibit E Performance, Labor & Materials, and Warranty Bonds
(Note: Warranty Bond may be waived at the option of CITY)**
- Exhibit F CONTRACTOR's Proposal**

EXHIBIT A

GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price** as of the date of execution of this Agreement is six hundred five thousand, six hundred forty-nine dollars (\$605,649.00), U.S. Currency.

B. FEE AND CONTINGENCY: The Fee and Contingency amounts, if any, are as stated in the Proposal.

C. COST OF THE WORK:

1. "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:

2. Construction Costs.

2.1 Labor Costs.

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 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 2.1.1 through 2.1.3 above.

2.2 Subcontract Costs. Amounts due Subcontractors for work, excluding Change Order work, in accordance with the requirements of the Subcontracts.

2.3 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.

2.4 Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

2.4.1 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.

2.4.2 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.

2.4.3 Costs of removal of debris from the Site.

2.4.4 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.

2.5 Premiums; Taxes; Fees; Royalties.

2.5.1 That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.

2.5.2 Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.

2.5.3 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.

2.5.4 Fees of testing laboratories for tests required by the Contract Documents or government authorities.

2.5.5 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.

2.5.6 Deposits lost for cause other than CONTRACTOR's negligence.

2.6 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 Section 10.7 of this Agreement.

2.7 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.

3. Items not Included in Cost of the Work.

3.1 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 subsections 2.1.2 and 2.1.3 above.

3.2 Expenses of CONTRACTOR's principal office and offices, other than the Site office.

3.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.4 The capital expenses of CONTRACTOR, including interest on capital employed for the Work.

3.5 Costs that would cause the GMP to be exceeded.

EXHIBIT B
CONSTRUCTION ALLOWANCE ITEMS

(reserved)

EXHIBIT C

HAZARDOUS MATERIALS

1. Certain Definitions.

1.1 "Hazardous Materials" means any substance:

1.1.1 the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;

1.1.2 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");

1.1.3 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;

1.1.4 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;

1.1.5 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

1.1.6 the presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

1.2 "Underground Storage Tank" shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

1.2.1 any tank of 1,100 gallons or less capacity used for storing motor fuel;

1.2.2 any tank used for storing heating oil for consumption on the premises where stored;

1.2.3 any septic tank; and

1.2.4 any pipes connected to items 1.2.1-1.2.3.

1.3 "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:

1.3.1 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

1.3.2 all requirements pertaining to the protection of the health and safety of employees or the public.

1.4 "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:

1.4.1 damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

1.4.2 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

1.4.3 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 1.4.2.

1.5 "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

2. Investigation of Site.

2.1 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.

2.2 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.

2.3 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.

2.4 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.

3. Remedial Actions.

3.1 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.

3.2 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.

3.3 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.

4. Payments: Liability of CONTRACTOR.

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5. Environmental Responsibilities of CONTRACTOR.

5.1 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.

5.2 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.

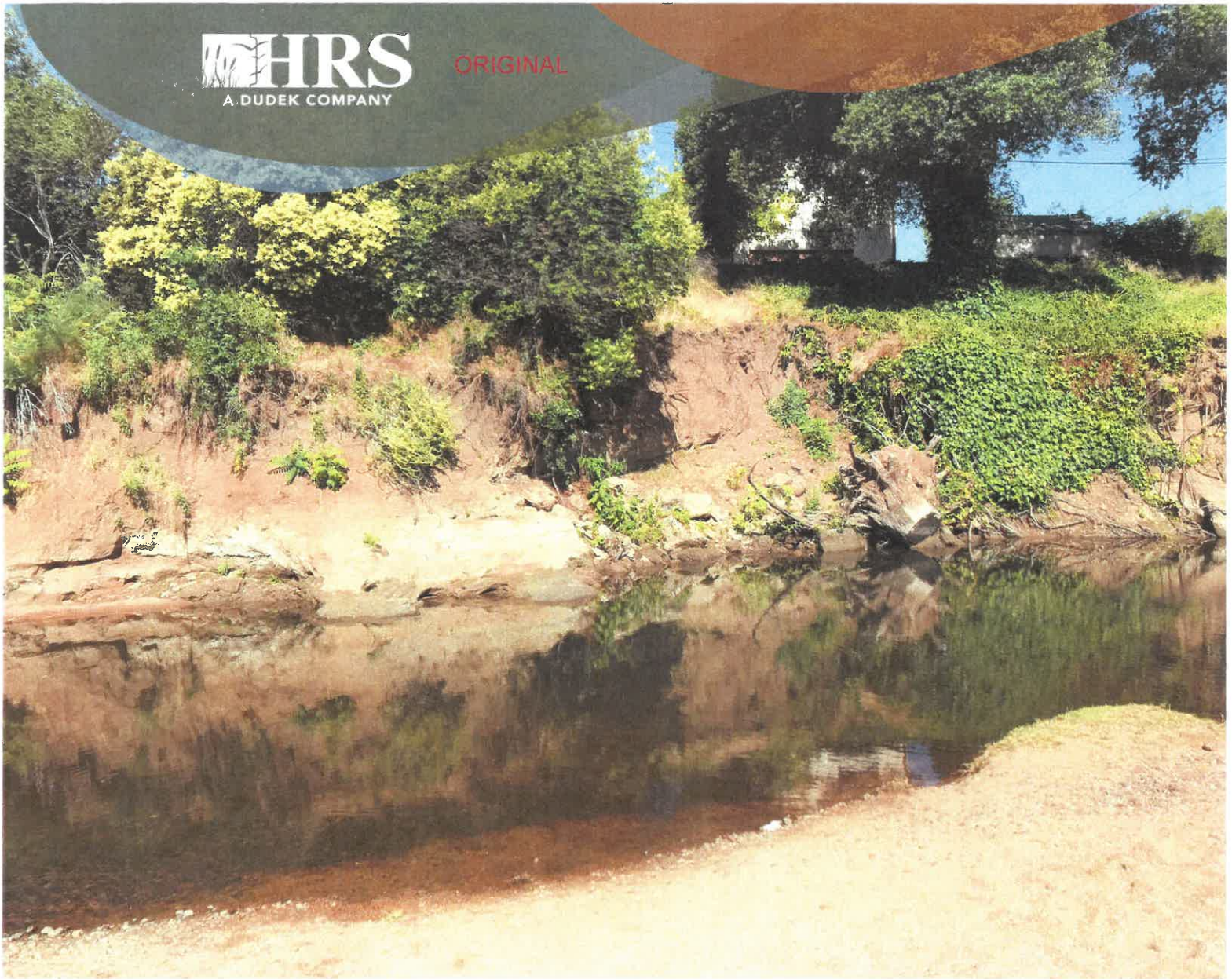
5.3 CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

EXHIBIT D

IN LIEU OF SECURITIES ESCROW AGREEMENT

**(form of agreement follows this page)
(use is optional by Contractor)**

EXHIBIT F
CONTRACTOR'S PROPOSAL



Proposal for: Saugstad Urban Rivers Grant Bank Stabilization Project

PREPARED FOR
City of Roseville
July 2, 2019

Project Planning, Permitting and Design: Planning, permitting and design require a state-of-the-art technical approach with input from the City. Balance Hydrologics and Dudek will support this effort with their expertise in geomorphology, hydrology, restoration ecology, landscape architecture, cultural resources and more. Dudek's permitting team works seamlessly with the design team to communicate regularly with resource agency staff.

Project Construction: HRS's experienced project managers, equipment operators and field staff work closely with the design team and the City to implement restoration projects in alignment with the permits, plans and specifications. HRS uses state-of-the-art scheduling, efficient material procurement, and construction management tools to keep our projects moving forward while closely monitoring the project budget.

Project Monitoring and Maintenance: Dudek provides monitoring experience and a depth of resources to keep the projects in line with the required permit success criteria while working proactively with the HRS maintenance staff on adaptive management and remedial measures when needed.

This cost-effective contracting arrangement is possible because of the partnership and relevant joint experience by all parties on this Team. Together, we hold the licensure, insurance, financial capacity, and most important, the mutual respect and trust that will allow us to work with you and your stakeholders to complete your design-build restoration projects.

Thank you for this opportunity to continue to demonstrate our ability to provide Design-Build services. HRS is extremely proud of our record of performance in working together with a strong Team to deliver successful restoration projects for our clients. We welcome the opportunity to present our team and capabilities to perform these services.

HRS will perform the services and adhere to the requirements described in the RFP, including Addendum 1, dated 06/20/2019.

Sincerely,

Robert Kyle Matthews
Vice President

Robert Kyle Matthews is authorized to sign on behalf of Habitat Restoration Sciences, Inc.

HRS Main Point of Contact Information

Name	Kyle Matthews, Project Manager
Address	3888 Cincinnati Ave, Rocklin, CA 95765
Phone Number	916.408.2990
Fax Number	916.408.2999
Email Address	kmatthews@hrs.dudek.com

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- B Signed Addendum

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TAB A

Firm's Qualifications

In order to best assist the City with this bank stabilization project, we have assembled a focused and experienced team that can address all aspects of the design-build process from permitting to project sign-off along with more than 400 in-house technical specialists to support our core team.

Strong Local Presence. HRS is located in Rocklin, just a few miles from the project site and the City's Corporation Yard on Hilltop Circle. In addition, Dudek's offices are nearby in Auburn and Sacramento and they bring expert local biologists to the project including specialists in riparian restoration for aquatic and fish habitat, terrestrial habitat and botany. Dudek's biologists regularly work with our landscape architects, engineers, and HRS for successful project design, implementation and monitoring. In addition the expertise of Dudek's biologists facilitate regulatory compliance permitting, working closely with Dudek's permitting experts, two of whom are former leaders at the U.S. Army Corps of Engineers' Regulatory Branch. We will bring this expertise to the City to expedite in-the-ground results for Saugstad Creek

A Proven Track Record of Successful Projects. HRS, Dudek and Balance have worked together on a number of successful projects within the past six years, including most recently the San Felipe Creek Restoration design-build for the Santa Clara Valley Habitat Agency and the Little Truckee River Enhancement Design-Build for Trout Unlimited. The Team brings extensive experience in planning, designing, and constructing habitat restoration projects. These include bank stabilization for erosion and sediment control, habitat enhancement and rehabilitation, and floodplain management. Our experience in implementation covers a wide variety of restoration techniques including biotechnical treatments incorporating native revegetation with natural materials such as logs and boulders to create sustainable structural systems, and native revegetation for terrestrial and aquatic habitat. Our services range from site assessment and conceptual design to detailed design and preparation of plans, specifications, and cost estimates; and through physical site construction and post-construction monitoring. In addition, our regulatory compliance permitting assistance facilitates restoration project implementation.

Full "Design-Build" Services. Our team can provide full "design-build" services to design, construct, maintain, monitor, and manage habitat restoration and bank stabilization projects. The HRS-Dudek-Balance Team combines extensive restoration and bank stabilization design and monitoring experience with HRS' construction, maintenance, and management expertise, to provide "turnkey" services.

First-hand Restoration Knowledge. HRS brings first-hand knowledge of constructability, implementation techniques and efficiencies, and construction costs to inform restoration project planning and design. For over 25 years, HRS staff have successfully performed habitat restoration and bank stabilization installation and long-term maintenance services. HRS has obtained agency sign-off on hundreds of projects, more than any other contractor in California. HRS' senior staff typically work in the field and operate equipment, bringing extensive hands-on expertise to project implementation. Together, Dudek and HRS, with Balance Hydrologics, apply a proactive, adaptive management approach and provide a one-stop shop from planning and design through construction and monitoring for comprehensive habitat restoration services for all types of habitat throughout California.

Habitat Restoration Sciences, Inc. (HRS)

Founded in 2004, HRS, the construction arm of Dudek, is a California-registered company with more than 70 team members. We provide comprehensive habitat restoration services for large, long-term native restoration and habitat establishment projects for private and public clients throughout California. As a licensed contractor (#842661 - A/C-27), we specialize in projects located in environmentally sensitive areas regulated by the California Department Fish & Wildlife, the California Coastal Commission, and the U.S. Army Corps of Engineers. HRS' projects have successfully obtained approval and sign-off from these agencies.

HRS at a Glance

- CA License - A, C-27, #842661
- 70+ team members
- Two California offices (Rocklin and Vista)
- Founded in 2004; employee-owned
- Over \$3.0 million in owned equipment
- 1 PCA and 10 QAL's in-house

All HRS's management team members have over 15 years' habitat restoration experience and we own over \$3.0 million in specialized, CARB-compliant equipment required for habitat construction projects.

For the past 5 years, we've maintained 50+ employees and up to over 90 employees through temporary staffing agencies when needed for larger restoration implementation and maintenance efforts. Our leadership has worked together for over eight years and several corporate officers have worked together for more than 15 years.

Habitat Restoration Experts

Habitat Restoration Sciences Inc. (HRS) is a full-service, A-General Engineering, C-27 Landscaping, native habitat design and restoration firm specializing in natural areas. HRS can provide full "design-build" services to design, construct, maintain, monitor, and manage habitat restoration projects. We combine extensive restoration design and monitoring experience with our partners with HRS' construction, maintenance, and management expertise, to provide "turnkey" habitat restoration services.

We provide a one-stop shop for comprehensive habitat restoration services for all types of California habitat. From planning, permitting, and design through construction, monitoring, maintenance and preserve management, our team communicates fully to understand clients' goals and objectives for each project. We then develop the most practical technical, regulatory, and economically viable project options.

We move projects forward with sustainable, innovative solutions to achieve successful completion. We own a wide array of specialized equipment, and can provide the highest quality restoration services by having the right equipment on your project when it is needed. Our broad range of experience and technical capabilities is reflected in the breadth of services we offer our clients.

HRS LEADERSHIP

CEO/FOUNDER

Mark Girard

PRESIDENT

Kevin DiSabatino

VICE PRESIDENT

Robert Kyle Matthews

SECRETARY

Cindy Thompson

ASSISTANT SECRETARY

Peter Trotta

Our Approach to Design-Build Projects

We have an outstanding record designing and implementing habitat restoration plans that are integrated with project-specific construction complexities and that meet regulatory agency requirements. With our access to in-house landscape architects, engineers, hydrogeologists, planners, and biologists, our design-build expertise saves money and facilitates worry-free implementation of habitat restoration projects. We provide for our clients turnkey planning, design, installation, and monitoring services to complete projects that meet success criteria and achieve agency sign-off.

The HRS Advantage

- *Thorough understanding of our project's key issues*
- *Practical solutions to complex problems*
- *Right staff in place to maintain project momentum*
- *Frequent, clear communication throughout the entire project life cycle*

With the right tools, we produce and maintain project schedules, monitor the project budget, and manage our teaming partners to make sure communication is clear and project milestones are met on time and on budget.

Services

Restoration and Mitigation Installation We take a creative approach catered to the unique character, constraints, and opportunities of each project, implementing adaptive management techniques to guide each project to a successful conclusion. Through this approach, we have successfully performed habitat restoration installation and long-term maintenance services for hundreds of projects, receiving agency sign-off, including for projects in chaparral, coastal sage scrub (CSS), native grasslands, marsh, riparian, wetlands, oak woodlands, vernal pools, tidal marsh, and desert ecosystems.

Native Habitat Maintenance The foundation for successful habitat restoration projects is early implementation of effective habitat maintenance. We start our projects on the right foot so that nature can take over in the shortest amount of time. By implementing adaptive management strategies, we guide each project to a successful conclusion.

Plant Salvage, Transplantation, and Propagation Our crews have extensive experience salvaging and transplanting special-status plant species, including bulbs (e.g., brodiaea, mariposa lily, wild onion), herbs (e.g., clarkia, tarplant), shrubs (e.g., elderberry, summer holly, cacti), and trees (e.g., Joshua tree). Following transplantation, we monitor and maintain transplanted habitat to facilitate and verify successful establishment.

Construction Services As a California A-General Engineering and C-27 Landscaping licensed contractor, we provide full-service engineering and landscape contracting for installation and long-term maintenance of California native habitat and associated public infrastructure installation and repair. Our licensure means your project will be staffed with specially trained experts who are experienced working in natural ecosystems. Our in-house team of habitat designers, landscape architects, engineers, and construction professionals provide turnkey contracting for public and private land and infrastructure development. Our construction services include provision of heavy equipment for right-of-way; storm drain installation; rip rap and beach wall repair; concrete headwall and catch basin construction; bioswale installation; and operated equipment rental.

Wildlife and Mammal Relocation Our crews have extensive experience with mammal relocation, including beavers, and we also humanely trap, relocate, and/or remove invasive species such as cowbirds (*Molothrus*). We are trained to work in habitats with threatened, endangered, and special-status species such as the Stephens' kangaroo rat (*Dipodomys stephensi*), burrowing owl (*Athene cunicularia*), giant garter snake (*Thamnophis gigas*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), California red-legged frog (*Rana draytonii*), vernal pool fairy shrimp (*Branchinecta lynchi*), and California tiger salamander (*Ambystoma californiense*). We are also experienced in salvaging and relocating inoculum that may contain special-status species.

Endangered Species Mitigation We help our clients appropriately mitigate for unavoidable impacts to critical habitats of federal- and state-listed threatened, endangered and special status species. Our biologists and restoration ecologists are highly knowledgeable in the needs of both the regulatory community and the habitat needs of protected species, which results in successful mitigation projects.

Streambank Stabilization and Restoration Proper streambank stabilization protects both the public and private property. Flood control levees need protection from erosive flows, and disturbances along streams and rivers can cause bank erosion. Our team designs and installs revetment systems that protect levees and streambanks from high water flows and erosive actions. Our designs use biotechnical treatments for streambank stabilization and hillside slope erosion control which slows run-off, encourages infiltration, provides controls for sedimentation, intercepts rainfall, controls overland sheet flow characteristics, and manages other forces that encourage erosion.

Fish Habitat and Stream Rehabilitation Our team is skilled in the use of large woody debris, boulder clusters, and pool/riffle reconstruction to restore, protect and maintain streams and fish habitats which would otherwise require several decades to recover naturally. Stream stabilization and rehabilitation of degraded, lost, or cut-off fish habitat reduces sediment-debris transport to streams, improving habitat capacity, as well as fish survival rates.

Erosion Control We offer a full range of erosion control services. Our trained professionals help our clients prepare storm water pollution prevention plans utilizing best management practices. Our experienced implementation crews are adept at minimizing erosion and sediment transport into storm sewers, drainage ways, streams, and rivers.

Stormwater Detention Basins Our restoration ecologists and landscape architects work with private and public clients to incorporate swales, channels, and wetlands within basins while establishing riparian forests, native grasslands, and oak woodlands on the slopes and margins, thereby increasing the wildlife habitat and aesthetic values of these necessary engineered structures.

Financial Stability

HRS is an employee-owned subsidiary of Dudek that has been profitable each year since its founding in 2004. The firm is in sound financial condition (zero debt) and has no financial issues that would impede our ability to provide the services sought for this contract.

Dudek

Dudek is a California-based environmental firm with 38 years' experience completing projects for California municipalities, agencies, and special districts. Our more than 400 restoration specialists, permitting specialist, aquatic and terrestrial biologists, scientists, civil engineers, planners, contractors, and support staff assist private and public clients on a broad range of projects that improve the natural environment and their communities and infrastructure. From planning, design, and permitting through construction, we help move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. Our experts find practical, cost-effective approaches to keep projects moving toward clients' goals.

Dudek at a Glance

- *Multidisciplinary environmental and engineering services*
- *400+ employees*
- *Ten California offices, including local offices in Sacramento and Auburn*
- *Founded in 1980; employee-owned*
- *Top 140 U.S. Environmental Firms (Engineering News-Record)*
- *92% rating for reliability, timeliness, and responsiveness (Dun & Bradstreet, 2016)*
- *More than 170 on-call environmental contracts throughout California*

As-Needed Staffing and Consulting Services

We are well versed in the needs of local cities, agencies, and special districts, and we bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand the agency's processes and apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy.

Dudek has built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. Our comprehensive approach and experience will provide the Authority the following:

Project Coordination With:

- ACOE
- USFWS
- National Marine Fisheries Service (NMFS)
- California Department of Fish and Wildlife
- U.S. and California Environmental Protection Agency (EPA)
- State Historic Preservation Office
- Regional Water Quality Control Boards/State Water Resources Control Board
- Central Valley Flood Protection Board

- **Local Understanding** Many of our staff assigned to this project have extensive experience in biological assessment, creek restoration, permitting and environmental compliance in the Sacramento area, and we will hit the ground running, thoroughly researching the issues, discussing with your key staff, and bringing a key understanding of California's regulatory laws and in-depth knowledge of riparian habitats and ecosystem restoration.
- **Strong Reputation with Regulatory Agencies** Our professional scientists, permitting staff and planners have established strong working relationships with the local staffs of California's regulatory agencies, which is vital for keeping projects moving and obtaining final approvals. We are knowledgeable about the inter-agency agreements and local regulations that influence projects in the region. Dudek's regulatory specialists are proficient in identifying solutions that save time and money in the permitting process and in negotiating with federal and state agencies to move projects from concept to implementation.
- **Cost-Conscious Solutions** Our staff focus on implementation and are cost conscious. We understand the budget constraints imposed by the City's grant and will collaborate with your staff to achieve a cost-effective approach for project implementation.
- **Collaborative Team Work** Our project managers recognize the importance of being part of the City's team. We work with staff and customers in a professional, collaborative, and friendly manner.
- **In-Depth Experience** Our project teams have worked with dozens of agencies on a wide variety of difficult projects. We will provide you and your staff varying perspectives on scoping and cost based on our experience successfully completing thousands of public projects.

Regulatory Assistance

Dudek consistently secures permits, agreements, and approvals from state, federal, regional, and local agencies and other relevant agencies, groups, and entities that have jurisdiction in a project region. Our success stems directly from the relationships and reputation we have fostered with these agencies. Dudek provides reliable, scientifically based information tailored to address the specific requirements and standards of the relevant agency for permit application packages.

Our knowledge of the applicable regulations combined with our specific experience with the standards and processes of each particular agency and its staff enable us to prepare comprehensive and easily accessible submittals. Our job is to know what information needs to be provided, verify the information is complete and accessible, and foresee potential issues so we can help project owners prepare for unforeseen potentialities.

Dudek project managers have worked extensively with federal and state resource agencies, including the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (ACOE), National Marine Fisheries Service, U.S. Geological Survey, U.S. Bureau of Land Management, Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) and have successfully negotiated project permits with the specific individuals responsible for regulatory enforcement in the Sacramento area.

Our team has particular expertise with the various state and federal laws and regulations governing natural resources throughout California, including both state and federal Endangered Species Acts, the California Native Plant Act, the Migratory Bird Treaty Act, the Bald Eagle and Golden Eagle Protection Act, the California Fish and Game Code, the Clean Water Act, the Porter-Cologne Act, and city/county tree ordinances.

Permit Attainment Overview

- Federal Clean Water Act Section 404 and 401 permits
- Construction Activity Stormwater Permits (National Pollutant Discharge Elimination System)
- State Section 1602 Streambed Alteration Agreements
- Federal Endangered Species Act Section 7 consultations for Biological Opinions
- Federal Endangered Species Act Section 10a(1)B incidental take permits
- State Endangered Species Act Section 2081 incidental take permits
- State Section 2080.1
- Consistency determinations
- Tree and woodland management and preservation plans to meet, state, city, and county requirements

Mitigation Monitoring

Dudek staff are experienced in monitoring mitigation construction, whether for on-site temporary impacts or off-site mitigation. Our staff collect botanical and biological data to document restoration success using methods such as transects, quadrats, tree-height measurements, population counts, habitat assessments, and more, from both mitigation areas and reference sites.

Dudek's landscape architects, plant ecologists, horticulturists, and habitat restoration specialists work closely with our biologists to couple site-specific ecology with project constructability and long-term sustainability. Dudek has the capacity to provide all aspects of habitat restoration design, from permitting and conceptual planning to grading plans and specifications. We look for and document other pertinent information that may help demonstrate mitigation area success, such as appropriate hydrology functions in wetlands, wildlife use, and volunteer recruitment. We photo-document mitigation areas from fixed locations so that the changes over time are presented side by side.

Habitat Restoration

Dudek's restoration specialists and landscape architects combine ecological expertise with the ability to synthesize a broad array of data, and the imagination to design and implement practical habitat and recreation solutions. Our project managers analyze site-specific data to design and create self-sustaining habitats within the 5-year mitigation

program timeframe. Our specialized experience includes jurisdictional wetlands delineations; California Rapid Assessment Method and other functional assessments; endangered species surveys; restoration planning and landscape architecture design; wetlands permit applications, processing, and compliance; stormwater pollution prevention plans and best management practices implementation; and in-lieu fee program development/processing. We understand the interrelated elements of ecology, construction technology, and government regulation needed to assemble and guide a habitat restoration program to a successful conclusion. Additionally, we are adept at integrating habitat restoration projects with public access such as trails, interpretive education and passive recreation.

Our habitat restoration group focuses on planning and implementing cost-effective, successful habitat restoration projects that meet our clients' goals using:

- turnkey solutions to plan, permit, implement, and obtain resource agency approval and final sign-off;
- site assessments that accurately identify opportunities and constraints needed to make sensible, cost-effective decisions;
- real-world construction knowledge combined with in-depth environmental expertise;
- clear design documents that convey the project approach, design features, basis of design, and management programs to obtain resource agency approval and permit issuance;
- effective interaction between the design and construction team; and in-field monitoring and adaptive management guidance to accommodate changing field conditions;
- accurate, detailed construction documents to ensure projects are implemented as designed.

Restoration Design Experience

Dudek brings extensive experience in planning, designing, and constructing habitat restoration projects, which couples well with Balance's hydrologic expertise and HRS's extensive construction experience. We envision project sites as a balanced system of soil, water, vegetation and associated biota, and we design our restoration projects with a thorough understanding of how these systems support each other. Our project portfolio includes bank stabilization for erosion and sediment control, wetland and riparian habitat enhancement and rehabilitation, native plant revegetation, and floodplain management. In addition, Dudek's regulatory compliance permitting assistance facilitates restoration project implementation.

Restoration Monitoring and Reporting

Dudek staff members are experienced in monitoring mitigation projects and guiding those projects to successful conclusion using adaptive management. Our staff is adept at early identification of detrimental conditions, such as deficient soil composition, moisture conditions, or invasive species, that may limit project success, and we recommend solutions to maintain the appropriate habitat trajectory to attain performance criteria. We collect botanical data to document restoration success using methods such as transects, quadrats, tree height measurements, population counts, and habitat assessments, among others, from both mitigation areas and reference sites.

Dudek's landscape architects, plant ecologists, horticulturists, and habitat restoration specialists work closely with our biologists and Balance's hydrologists and geomorphologists, and HRS project managers to merge site-specific ecology with project constructability and long-term sustainability. We look for and document pertinent information that demonstrates mitigation area success such as appropriate hydrology functions in wetlands, wildlife use, and vegetation recruitment. We photo-document mitigation areas throughout the process to present side by side changes over time.

Dudek regularly prepares monitoring reports for biological mitigation projects and construction monitoring projects for submittal to the regulatory agencies. Our reports are concise and accurate, containing all the necessary detailed information, supported by ground level and aerial photos and graphics, to convey the required information in an easy-to-read format. Our staff includes GIS specialists and graphic designers to prepare accurate and meaningful figures that clearly convey project information.

Biological Services

Dudek has highly qualified senior and associate-level biologists with extensive direct experience in Santa Clara County and the greater Northern California region. These biologists bring a wealth of knowledge regarding local wildlife, plant, and wetland resources; have extensive monitoring experience in the Santa Clara valley and surrounding Coastal Range; and have in-depth experience with habitat restoration monitoring. In addition, they have successfully performed general assessments, focused species surveys, jurisdictional delineations, and permitting throughout the Bay Area and have demonstrated the ability to develop and maintain good working relationships with regulatory agencies, applicants, and the public. Our biological technical reporting consistently meets the standards of local, state, and federal agencies.

Balance Hydrologics

Balance Hydrologics (Balance) provides restoration design services for a diverse set of clients, from development of conceptual design alternatives, to complete plans, specifications and cost estimate packages. We typically set the foundation for this work with a strong field presence, so that we may gain a comprehensive understanding of a particular site during the assessment, planning, feasibility, and design phases, and to provide field engineering support and direction to operators and laborers during implementation. As a firm, Balance has implemented more than 50 river and creek restoration and enhancement projects throughout California, Nevada, and Oregon, from restoring floodplain and channel connectivity in Montane Meadows of the Sierras and Cascades, to restoring habitat for steelhead and salmon runs in coastal systems, to channel design and sediment transport modeling on California's largest dam removal efforts.

Balance Hydrologics at a Glance

- *Restoration design services grounded in science*
- *30+ employees*
- *Three California offices, including Berkeley*
- *Founded in 1988; employee-owned*
- *Providing habitat enhancement services in Santa Clara County since 1988*
- *Well over 70 completed restoration projects in California, Oregon, and Nevada*

We apply a multi-faceted approach to channel restoration projects that best utilizes the range of expertise in the firm, including experienced professionals registered in California and a number of other western states:

- Registered civil engineers
- Registered geologists
- Certified hydrogeologists
- Certified engineering geologists
- Certified floodplain managers
- Qualified SWPPP Developers & Practitioners

Agency and Regulatory Relationships

Strong relationships with key agencies throughout Placer County have been a key element of their project success. They regularly work directly with a wide-range of regulatory agencies, California Department of Fish and Game, Lahontan Regional Water Quality Control Board, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, NOAA National Marine Fisheries, California Department of Health Services. Their clear understanding of environmental regulations including environmental impact analyses (NEPA and CEQA), wetlands, water rights, Division of Safety of Dams (DSOD), Federal Energy Regulatory Commission, FEMA and FIA regulations, and Clean Water Act and/or Porter-Cologne standards directly benefits VTA.

Collaboration

They recognize that most restoration projects require a team approach to design and implement, their experience dictates that these types of collaboration efforts are perhaps the most fundamental aspect of successful restoration implementation. As they engage in these types of projects, they seek to truly partner with the City of Roseville and engage stakeholders, so that the constraints and benefits of the restoration actions can be fully understood and considered by the City and their partners.

Design Documents and Permit Applications

Balance geomorphologists and river engineers are equipped to further a preferred design alternative using the latest computational methods, hydrologic and hydraulic modeling tools, and drafting methods, coupled with the breadth of site-specific information and practical experience garnered during initial site investigations and ongoing work in the watershed and region. The end product is a set of construction plans, specifications, and cost estimates (PS&E) that are permittable, constructible, and cost-effective. PS&E packages are often developed and incorporated into bid or contract documents or used as they team with contractors that we are comfortable with to implement projects on a design-build basis, if funding avenues allow.

Their familiarity with permitting requirements and sensitivity to environmental impacts directly addresses other key factors for successful project implementation. As part of the alternative's development process, they typically provide a feasibility and conceptual design memo or "Design Basis Report" for review by project stakeholders and regulatory agency staff. The report presents a cohesive and succinct summary of the findings of their field investigations, mapping, and hydraulic assessments, and a sound basis and justification for the chosen design. They predict the anticipated benefits and potential impacts to ecosystem function using an array of software packages, computational resources, and their own experience.

Construction Oversight

Dynamic wildland systems experience a natural range in variability that often exceeds the range of conditions they are able to directly observe. As such, they must re-evaluate our assumptions, monitoring data, and modeling output, and adapt to new information that may be revealed during the construction period. Contractors may also encounter unknown physical constraints not anticipated during the design period, such as shallow depths to bedrock, or deeper than anticipated groundwater conditions.

Whether on a design-build basis, or a design-bid-build basis, all of Balance's design professionals are experienced in observing construction activities and providing recommendations for adjustment during the construction phase. Balance owns several sets of survey equipment, and crews are available for initial staking, layout and checking of grades and elevations before and during implementation. They have developed strong working relationships with a number of contractors who are qualified to implement these projects and are available to discuss design intent during a pre-construction meeting with contractors, or as requests for information arise during construction.

Monitoring and Adaptive Management

Balance owns a full array of monitoring equipment, including real-time automated stations, and they provide year-round storm monitoring – streamflow and bedload sediment measurements – weekend and holidays included. They have a well-tested understanding of stream and river dynamics, monitoring (physical and ecological), maintenance, and flood-protection practices throughout California, Oregon and Nevada. Balance brings a wealth of experience from our restoration design and monitoring work on both coastal and montane streams and rivers where they have provided post restoration construction monitoring efforts often including O&M manuals, Best Management Practices Guides, and Maintenance and Monitoring Programs. Physical monitoring aids in our understanding of the cause of success or failure of habitat to thrive, leading to the action needed for adaptive management.

Their post-restoration physical monitoring generally includes stream gaging, storm observations – streamflow and bedload sediment measurements, salmonid habitat and passage – such as deep pool, shelter, and low-velocity habitats, channel and bank stability, bed material observations, and annual flow and sediment data analysis and reporting. Physical monitoring across restoration sites aids in implementation of adaptive management strategies for example to promote fish passage during the drier months of the year or drought conditions.

Team Strength – HRS, Dudek, Balance Hydrologics

Due to our history with successful design-build projects, we have the tools in place to produce and maintain project schedules, to monitor the project budget, to manage our teaming partners to make sure communication is clear and project milestones are met on time, and to provide a final project to our clients that is installed per the project specifications, plans and permit requirements. This includes experienced field staff, equipment operators, owned equipment, and familiarity with multiple habitat types and conditions and their permit requirements. We are confident in our ability to provide the City with a capable and knowledgeable team that will work together to help the City achieve the goals of this bank stabilization project.

Our Team brings to the City:

- All members of this team have an established and proven track-record of collaboration.
- We are proud of our long history of successful bank stabilization projects.
- Balance staff both model and measure. Designs are based on calibrated simulations.
- HRS provides multiple skills and services in planning and design (e.g., detailed soil investigations, biological understanding in construction, constructability advice and assessment, integrated pest management, cost estimating, etc.)
- We have breadth & depth of additional resources, staff, and expertise - all in house.
- Senior staff, from all Teams, have 15 to 20 years of continuity in their field with substantial practical and on the ground experience – they know what has worked and why.
- Staff are experienced with many diverse habitats and environmental factors within the Sacramento and Placer County regions.
- We are highly responsive to clients' needs and deadlines.
- We provide high quality documents that meet regulatory requirements.
- With offices in Rocklin, Auburn, and Sacramento, we can quickly provide professional response to issues or questions.
- Our staff have local resource agency familiarity and permitting expertise to keep projects moving forward.

TAB B

Experience and References

HRS, Balance, and Dudek over the past five years have successfully designed, permitted and implemented a number of creek restoration projects, four of which have been constructed using a design-build approach in the past three years. Through our joint experience, we have optimized the efficiency of our collaboration in design-build restoration implementation. Our joint experience will allow us to successfully partner with the City, stakeholders, and regulatory agency staff to design and effectively implement this Design-Build Restoration Project.

Restoration Project References

Project	Owner	Contact
San Felipe Creek Restoration (HRS, Balance, Dudek)	Santa Clara Valley Habitat Agency	Edmund Sullivan, Executive Officer, (408) 779-7265, edmund.sullivan@scv-habitatagency.org Terah Donovan, Santa Clara Valley Habitat Agency, 669-253-6566, terah.donovan@scv-habitatagency.org
Middle Martis Creek and Alluvial Fan Restoration (Balance, Dudek, HRS)	Truckee River Watershed Council	Lisa Wallace, Truckee River Watershed Council, (530) 550-8760, lwallace@truckeeriverwc.org
Forest Health and Fish Habitat Improvement Project, Little Truckee River Below Stampede (Balance, HRS)	Trout Unlimited	Dave Lass, California Field Director, 530-587-7110, dlass@tu.org
First Four Mile, Truckee River First 4-Mile Streambank Stabilization and Restoration Design (Balance, HRS)	Truckee River Watershed Council, California State Parks	Lisa Wallace, Truckee River Watershed Council, (530) 550-8760, lwallace@truckeeriverwc.org
Design-Build Walker Preserve Habitat Restoration (HRS, Dudek)	City of Santee	Terry Rodgers, Management Analyst, 858.736.6652, trodgers@cityofsanteeca.gov
Lake Van Norden and Van Norden Meadows Biological Resources Assessment & Meadow Restoration (Balance, Dudek)	Truckee Donner Land Trust	John Svahn, Truckee Donner Land Trust Stewardship Director, (530) 582-4711
Robla Creek Woodland Mitigation, Sacramento, California (HRS)	Sacramento Area Flood Control Agency (SAFCA)	KC Sorgen, Project Manager, 916.874.6099, sorgenk@saccounty.net

HRS – Dudek – Balance Projects

Client: Santa Clara Habitat Agency, 535 Alkire Ave, Morgan Hill, CA 95037

Dates: 2016 – ongoing maintenance and monitoring

Key Staff: David Shaw, Edward Ballman, Eric Donaldson, John Zanzi, Laurie Monarres, Laura Burris, Ed Armstrong, Kyle Matthews, Kevin DiSabatino,

Client Project Manager: Terah Donovan, Principal Program Manager, (669) 253-6566, Terah.Donovan@scv-habitatagency.org and Edmund Sullivan, Executive Officer, (408) 779-7265, edmund.sullivan@scv-habitatagency.org

The Santa Clara Valley Habitat Agency (Habitat Agency) represents multiple stakeholders in efforts to guide long-term protection of ecosystems and biodiversity within Santa Clara County. The Habitat Agency has contracted with **HRS, Balance, and Dudek** for this design-build project to develop conceptual plans, evaluate the feasibility of restoration opportunities, and construction of the selected restoration alternative(s) along San Felipe Creek within Joseph D. Grant County Park. The Habitat Agency aims to balance current Park uses, recreation and cattle grazing, yet identify a restoration design to improve the quality of hydrologic, geomorphic, and ecological processes.

Restoration of San Felipe Creek will mitigate impacts from historical land-uses and disturbances, enhance aquatic and upland habitats, make San Felipe Creek more resilient to climate change, and provide educational opportunities for the public in an area that is prized as a local resource and area of outstanding beauty.

Balance: In its role as design lead Balance developed 65% level drawings, specifications, and construction notes, as well as a design basis report on the tight timeline desired by the Habitat Agency to meet their implementation goals. We began construction in August 2018 and major earthwork was completed by the end of September 2018. Balance was on-site overseeing construction full-time during earthwork activities as part of the Design-Build process, working closely with HRS and the Habitat Agency to make sure the project goals were achieved, and the project happened on-time and on-budget. Restoration elements include: reconnection of overland flow to the Boyds Creek alluvial fan, rehabilitation and drainage management along an existing trail, creating instream wood jams, restoring riparian woodland, regrading of channel banks to expand inset floodplain development, and headcut rehabilitation to promote floodplain connectivity and stability. Balance has led multiple stakeholder meetings and successfully achieved buy-in and consensus on design elements. Balance is assembling the as-built drawings and year-0 monitoring preparation activities are underway.

Dudek: Dudek biologists and restoration landscape architect provided technical input for San Felipe Creek Corridor Feasibility Study and for the 35% conceptual design plan. The design report included our descriptions of proposed restoration activities for implementation within the identified Project area to support California red-



legged frog, California tiger salamander, foothill yellow-legged frog, western pond turtle, Least Bell's vireo, and tricolored blackbird. We prepared an assessment of the biological conditions in support of evaluating the feasibility of developing other resources in the Project site that may advance the Habitat Agency's habitat goals.

Dudek conducted a preliminary jurisdictional wetland delineation to identify the Waters of the U.S., wetlands under the jurisdiction of the Regional Water Quality Control Board, and wetlands under the jurisdiction of CDFW. Following the field delineation, Dudek prepared a preliminary wetland delineation report for submission to the applicable resource agencies.

Based on the 35% design, Dudek's biologists and restoration landscape architect provided technical input for development of the 65% Design Plans and prescriptions for project permitting, and for construction by HRS. Dudek provided technical input for the planting design to aid in site stabilization; provide surface erosion control; increase roughness and variability to the floodplain; and provide terrestrial habitat. Dudek also provided technical input for non-native exotic species removal plans, revegetation planting plans, and related material and treatment prescriptions and quantities, construction details, and special provisions/notes.



Dudek is working with our Team and the Habitat Agency to develop an overall permitting plan for the Project, prepare and submit permit applications and ensure necessary information is provided, respond to regulator comments/concerns, and coordinate correspondence with regulators in order to obtain required permits. The permits are required from the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW). The USACE permit application will be requested under the Habitat Agency's Regional General Permit (RGP) 18, Covered Activity 11: Restoration, establishment, enhancement activities involving soil disturbance, including removal and modification of fish passage impediments. The permit applications were initiated and submitted to the regulating agencies using the 65% submittal design plans.

As part of the permitting services, Dudek prepared a Mitigation and Monitoring Plan (MMP) as based on the Feasibility and Design Report, but modified to be consistent with permitting requirements and written according to the USACE Interim Mitigation Strategy requirements. In addition, we are preparing a long-term management plan to complement and support the MMP. The long-term management plan will establish objectives, priorities and tasks to monitor, manage, maintain and report on the waters of the U.S., covered species and covered habitat on the property. In support of HRS, Dudek is provided construction oversight assistance, including field design adaptation, landscape design and layout for the restoration areas, and biological and cultural resources monitoring. Dudek is currently conducting post-construction vegetation monitoring.

HRS: HRS served as the prime contractor and overall contract manager for the design-build project. During the design phase, HRS provided construction feasibility input and implantation cost estimates. Upon approval of the 65% designs and issuance of the project permits, HRS provided the SCVHA with a shortened construction schedule that completed all major earthwork and biotechnical structures in less than 10 weeks. Other components of the project included: excavation, grading, trail improvements, Arizona crossing installation, bio-engineering construction, re-vegetation (plant and seed installation), and permanent exclusion fencing. This project will protect, expand, and enhance habitats for plant and wildlife species consistent with park activities, including recreation and grazing. In November 2018, HRS completed all revegetation installation tasks and began the long-term maintenance and monitoring period. We will continue to work with our teaming partners to provide ongoing adaptive management to ensure the project meets all of the required long-term success criteria.

Middle Martis Creek and Alluvial Fan Restoration, Nevada County, California

Client: Truckee River Watershed Council, 10418 Donner Pass Rd, Truckee, CA 96161

Dates: 2012 –ongoing performance monitoring

Key Staff: David Shaw, Ed Ballman, Peter Kulchawik, John Zanzi, Craig Seltenrich, Kyle Matthews, Kevin DiSabatino

Project Manager: Lisa Wallace, Truckee River Watershed Council, (530) 550-8760, lwallace@truckeeriverwc.org
[serves as reference]

Balance Hydrologics completed a watershed assessment of the Martis Creek watershed in 2011, and identified priority restoration and re-naturalization projects related to meadow restoration, channel stability, habitat enhancement, groundwater recharge, water quality improvements, and flood control. Middle Martis Creek, a tributary to Martis Creek, has been modified by historical land-uses and transportation infrastructure as it drains a steep watershed and discharges to the valley across an active alluvial fan. These modifications led to desiccation and erosion of a mountain meadow, as well as drainage and flooding issues along roads. The problem of highway and road drainage, combined with the impaired nature of adjacent meadows, provided a unique opportunity to bring stakeholders together to develop a mutually beneficial design solution.



In collaboration with **Dudek**, the team worked closely with the Truckee River Watershed Council and multiple landowners including California Department of Transportation, Northstar California, the U.S. Army Corps of Engineers, Truckee Tahoe Airport District, Truckee Donner Land Trust, Northstar Community Services District, and Placer County Planners and Engineers, Balance Hydrologics developed a design concept that promotes many of the functions of an alluvial fan while protecting existing transportation infrastructure. The design includes: returning flows to drier areas of the alluvial fan and meadow, removing historical features that have re-routed dominant streamflow patterns, enhancing channel avulsion and sediment deposition functions, and modifying drainage pathways to encourage dispersal of flows while simultaneously preventing overflow or seepage onto roadways. Design analysis included:

- Geomorphic mapping to identify appropriate relict channels and meadow areas to be targeted for restoration;
- Hydraulic modeling to evaluate potential highway flooding associated with the restoration design;
- Development of Conceptual Design Alternatives and presentation to project partners and regulatory agency staff to facilitate preferred alternative selection;
- Ground and surface water monitoring to establish pre-project conditions and guide design;
- Assembling and leading an interdisciplinary team in the development of Restoration Plans, Specifications, and Cost Estimates;
- Assistance with environmental documentation, regulatory permitting, CEQA compliance (with Placer County Planning staff), and bidding.

Dudek provided pre-construction vegetation monitoring, biological site assessment, and revegetation design services to TRWC for the Middle Martis Creek wetland area.

Dudek assisted with preparation of meadow restoration design plans for the Project. Dudek provided restoration landscape architecture and biological assistance focused on revegetation and biotechnical treatments for the project. As part of the design plan preparation, Dudek conducted a reconnaissance field review of existing vegetation and aquatic and terrestrial wildlife habitat conditions. We applied this information in developing revegetation approaches for the project, including specific materials and construction techniques to fit revegetation and biotechnical treatments into site specific conditions. The revegetation approach was also informed by our vegetation monitoring for the project area. Dudek prepared the plant lists and assisted with preparation of revegetation and biotechnical treatment construction documents (i.e., drawings, specifications, and cost estimate) for TWRC's use and receipt of comparable bids from potential contractors and project implementation. The 100% submittal construction documents addressing revegetation and biotechnical treatments were endorsed (i.e., stamped and signed) by a Dudek licensed landscape architect. Dudek also provided construction oversight to support quality revegetation installation.



Dudek conducted wetland delineation and pre-construction vegetation monitoring services for the Middle Martis Creek and Elizabethtown Meadow project areas. The formal wetland delineation and mapping of waters included Martis Creek and perennial tributaries, wetland swales, wet meadow, intermittent streams, and ephemeral streams. Dudek used our experience working on the Martis Valley Trail project to address challenging wet and dry meadow transitional areas, spring-fed wetlands, and the identification of sensitive fens to assist in planning decisions. The jurisdictional delineation of these areas is being conducted based on the regulations of ACOE, the RWQCB, and CDFW.

Dudek planned and conducted pre-project vegetation monitoring in anticipation of the Middle Martis Creek wetlands restoration project. The monitoring plan included clearly defined success criteria with objectives and measurement methods for easy interpretation by restoration maintenance contractors. Success criteria are being developed in cooperation with TRWC and ACOE on lands owned or managed by the Truckee Donner Land Trust, Northstar California, Northstar Community Services District, Truckee Tahoe Airport District, Caltrans, and ACOE.

HRS constructed the new stream crossing at Martis Estates Road; realigned the channel, graded the site to create 200' of new stream channel and floodplain; and placed logs and boulder structures in the restored wetland areas. HRS installed temporary irrigation and native plants that were maintained for one year. The project will restore wetlands on the north side of Highway 267; improve water quality by reducing excessive erosion; preserve existing wetlands and riparian areas on the south side of Highway 267; and protect existing roads including Highway 267, Sawmill Flat Road, and the Waddle Ranch access road.

Truckee River First 4-Mile Streambank Stabilization and Restoration Design, Truckee River Watershed Council, Placer County, California

Client: Tahoe City Public Utility District, Truckee River Watershed Council, 10418 Donner Pass Rd, Truckee, CA 96161, and California State Parks

Dates: 2013–2016

Key Staff: David Shaw, Kyle Matthews, Kevin DiSabatino

Project Manager: Lisa Wallace, Truckee River Watershed Council, (530) 550-8760, lwallace@truckeeriverwc.org [serves as reference]

The first four miles of the Truckee River, downstream of Lake Tahoe, is a major recreation destination characterized by its gentle gradient, clear water and proximity to a major highway, trails, and a scenic canyon. In order to address heavy usage and severe bank erosion, Placer County developed the Truckee River Corridor Access Plan. The Truckee River Watershed Council, in partnership with the Tahoe City Public Utility District and the U.S. Forest Service, contracted with Balance to execute an element of the Plan involving design of bank stabilization treatments, habitat improvements, and river access points. Balance coordinated with CalTrans, USFS, Tahoe City PUD, and other consultants to develop the design, which included aquatic habitat improvement elements, and restoration of denuded floodplain areas. The design was implemented in Fall 2016 by **Habitat Restoration Sciences (HRS)**, under the field guidance of **Balance Hydrologics** designers. In order to adjust to site-specific conditions and changes in channel shape between the design and implementation, many components of the final design were implemented using a design-build approach, with Balance designers establishing final grades, layouts, and design elevations.



"Thank you all for your excellent work on this project. It has been a pleasure working with you."

Sarah Hussong Johnson
Tahoe City Public Utility District

Forest Health and Fish Habitat Improvement Project, Little Truckee River Below Stampede Dam, Sierra and Nevada Counties, California.

Client: Trout Unlimited, 10356 Donner Pass Rd # B, Truckee, CA 96161

Dates: 2011 - 2015

Key Staff: David Shaw, Craig Seltnerich, Kevin DiSabatino, Kyle Matthews

Project Manager: Dave Lass, California Field Director, 530.587.7110, dlass@tu.org [serves as reference]

The Little Truckee River is one of the most prized recreational fly-fishing locations in the country, yet trout populations are limited to a small reach of the river, below Stampede Dam. **Balance Hydrologics and HRS** worked with staff from Tahoe National Forest (USFS), California Department of Fish and Game (CDFG), Trout Unlimited, and volunteers to complete a scientific analysis in support of conceptual designs to improve habitat for multiple life-stages of wild trout. Balance staff coordinated with volunteers to collect field data needed for hydraulic analyses to characterize existing conditions and identify habitat constraints. CDFG supplemented the hydrologic data through habitat typing and quantitative surveys of fish species and abundance. The pooled data from diverse stakeholders were then evaluated and synthesized into conceptual enhancement plans. Key habitat enhancement features include introduction of over 80 large rootwads and over 200 boulders, increasing cover using transplanted willows, as well as gravel augmentation. A total of 620 feet of linear channel habitat was enhanced. Advanced conceptual plans were completed in 2011. The project was implemented in the fall of 2015. Balance provided construction oversight and support throughout project implementation. Future fish counts are planned to evaluate the effectiveness of the project.

HRS was the prime contractor on this marquee project for Trout Unlimited. Flows within this reach of the Little Truckee River have been regulated by Stampede Dam since 1970. Muted peak flows and the absence of a coarse sediment supply have modified the project reach from an actively-braided channel to semi-confined, single-thread channel.

This project will improve wild trout habitat within the reach approximately 2 miles downstream of Stampede Dam. With its limited complexity of habitats, the key elements of the project include re-introducing large woody debris and boulders; excavating backwater pools for juvenile trout rearing; transplanting willows to provide shade and cover; and adding spawning gravels to help wild trout reproduction.

Key partners with Trout Unlimited include the U.S. Forest Service (USFS)-Tahoe National Forest, Balance Hydrologics, CDFW, the National Forest Foundation, the National Fish and Wildlife Foundation, and the Truckee Tahoe Community Foundation.



More than 100 logs with rootwads and 250 boulders were implemented on this project. Large sub-rounded boulders were placed within the channel to enhance hydraulic complexity, encourage localized pool generation, and provide velocity shelter for fish migration. The combination of rootwad/boulder/willow structures will dramatically enhance fish habitat by providing refuse, cover, and deep water pools.

Award Winning Project

2015 National Rise to the Future Awards for Excellence and Leadership in Fisheries, Hydrology, Soil Science, and Air Programs.

There are immense willow networks in the meadow adjacent to the project area, but due to past stream alterations, the lack of mature willows along the channel are a major limiting factor to shade, cover, and protection from overhead predators. HRS installed numerous willow cuttings and poles, and transplanted large mature willow clusters to address this issue.

HRS utilized conifer logs for the temporary stream crossings which will be left on-site and strategically placed for additional habitat biodiversity. HRS implemented several techniques for localized clean water diversion and impounding of turbid water from the construction activities.

Oasis-Salt Creek Mitigation, Redding, California

Client: LD&C

Dates: 2015 - ongoing

Key Staff: John Zanzi, Crain Seltenrich, Dave Shaw, Ed Ballman

Project Manager: Ginger Fodge, Madrone Ecological Consulting, 916-822-3230, gfodge@MadroneEco.com

The **Dudek** team of natural resource specialists provided restoration design services, refining and detailing the mitigation work needed for the proposed Oasis Center site development and improvements by others.

The mitigation consists of habitat enhancement within and adjacent to Salt Creek, immediately east of the Oasis Center development site. The habitat enhancement includes addition of spawning gravels; rock weirs, boulder clusters, and log/boulder complexes, with additional rootwads and boulders within ½-mile of the creek; and 1 acre of native revegetation. Revegetation was designed to be temporarily irrigated for up to 2 years to facilitate plant establishment. The mitigation maintenance and monitoring period will be for 10 years according to regulatory permits governing the project.



The mitigation was designed as a “design-build” project delivery approach conducted by **Dudek and Balance Hydrologics**, in direct collaboration with Dudek’s construction arm, Habitat Restoration Sciences (HRS). Under our current contract, the Dudek Team has conducted a physical and biological reconnaissance site visit to confirm field conditions, and has prepared a refined mitigation design concept and 60% construction drawings for approval by the governing agencies. In addition, we prepared a Habitat Mitigation and Monitoring Plan in accordance with U.S. Army Corps of Engineers’ requirements, and supported by our detailed construction drawings.

Lower Blackwood Creek Stream Habitat Restoration, Tahoe City, California.

Client: State of California, Department of General Services, California Tahoe Conservancy, 1061 Third St. South Lake Tahoe, Ca. 96150

Dates: May 2012 – October 2013, Maintenance through October 2014

Key Staff: Kevin DiSabatino, Kyle Matthews, John Zanzi

Project Manager: Stuart Roll, Project Manager, 530.543.6031, Stuart.Roll@tahoe.ca.gov

The Lower Blackwood Creek restoration project was designed to minimize fine sediment loading in to Lake Tahoe. Water clarity in Lake Tahoe has been a concern for a number of years, and this project is the final piece of a comprehensive interagency restoration effort within the Blackwood Creek watershed. This California Tahoe Conservancy project, currently underway and being constructed by HRS, re-established a new channel segment, create small floodplain areas to accommodate peak flows, create riffles and pools for fish habitat, establish riparian vegetation, and minimize sediment deposition into the lake by slowing flow velocities in the lower 1,200 feet of the creek before it enters Lake Tahoe. Restoration efforts include several bank protection methods including:

- Revetments – structures placed on creek banks to absorb the energy of incoming water
- Large Woody Debris – logs lying within a creek or stream channel which can include whole trees, root wads, and large branches or stems
- Riffle and Pool Creation – components of a stream’s flow structure
- Vegetation Establishment – includes planting cuttings or container plants along channel banks and on in-channel islands
- Fish Habitat Creation - stream flow rates were modified to create ‘riffles’ with faster flow rates over rock bottoms in shallow areas and deeper pools of calmer water over fine sediments

Though scheduled as a 2-year project, **HRS** completed the construction work in one season and within budget. HRS did not initiate any change orders for the work. **Dudek** provided bio surveys and monitoring. Before joining Dudek, John Zanzi served as project landscape architect-of-record for construction documents for revegetation, biotechnical treatments, and temporary irrigation system design. With Dudek, and as a part of its construction arm Habitat Restoration Sciences (HRS), provided management, field direction and oversight for construction and plant establishment.



“HRS did an outstanding job on all aspects of the Lower Blackwood Creek Restoration project. Mark Girard and his staff brought excellent expertise to the project, especially in the revegetation and landscape elements, as vegetation success has been above expectations.”

Stuart Roll
California Tahoe Conservancy

The project won the 2013 Best-in-the-Basin Award for Restoration Projects from the Tahoe Regional Planning Agency.

Truckee Meadows Restoration Project Nevada Counties, California.

Client: Truckee River Watershed Council, 10418 Donner Pass Rd, Truckee, CA 96161

Dates: 2010–2018 (Preliminary assessment through construction)

Key Staff: Kyle Matthews, Kevin DiSabatino, Dave Shaw, John Zanzi

Project Manager: Matt Freitas, Project Manager, 530.550.8760, mfreitas@truckeeriverwc.org [serves as reference]

This was a Final Design-Build project. The area near the Truckee River Regional Park was once a large, vibrant wetland but was replaced by roads, parking lots, and development. The goal of the Truckee Meadows Restoration project (TMRP) is to restore hydrologic function and re-establish the historic wetlands while also fixing the erosion issues downstream of the meadow complex that reduces sedimentation of the Truckee River.



To restore hydrology and topography of the original 15 acre wetland, **HRS** removed 7,000 cubic yard of fill and dispersed flows. Two log weir features were installed along with a boulder outflow at the irrigation pond outlets. **HRS** graded the area to promote appropriate drainage with the stormwater basin and realign and blocked the ephemeral stream channel downstream of the meadow complex. The **HRS** team also planted native willows, realigned the stream to its natural state, and built a sustainable crossing for the road. A native seed mix was applied to the project site after the construction was complete.



Balance designed this project and also provided construction oversight. In 2010 and 2011, **Balance** Hydrologics completed a preliminary assessment of wetland restoration opportunities and constraints for the Hilltop-Ponderosa wetland complex in the heart of the Town of Truckee, California. Based on the findings of that assessment, **Balance** staff assisted in developing grant applications for more detailed assessment and design work, and construction plans, specifications, and cost estimates to restore the wetland complex that is integrated with community recreational and educational uses. Feedback from a stakeholder group including land owners, public districts and regulatory staff—along with results from a groundwater and surface water monitoring program—was used to develop and communicate the final restoration design. **HRS and Balance** worked closely with the Truckee River Watershed Council (TRWC) along with the other project stakeholders, including the Truckee Donner Land Trust, Truckee Tahoe Airport District, Truckee Donner Public Utilities District, the Town of Truckee and others to make sure this project was completed on time and on budget. **Dudek's** landscape architect providing peer review and cost estimate assistance for the project. The peer review consists of technical input for revegetation and biotechnical design and construction plans and specifications prepared by **Balance/TRWC** to ensure the treatments are precise for receipt of comparable bids and to facilitate construction. In addition, preparing detailed restoration construction cost estimates for each iteration of the construction plans and specifications.

Hessel Creek Riparian Mitigation Project

Client: County of Sonoma, 2200 Airport Blvd, Santa Rosa, CA 95403

Dates: 2018

Key Staff: Kevin DiSabatino, Loren Roach, Ralph Vigil, Laura Burris

Project Manager: Jon Stout, Airport Manager, 707.565.7243, jon.stout@sonoma-county.org

The Hessel Creek Restoration project is located on the Desmond Mitigation Bank site in the Laguna de Santa Rosa region of Sonoma County. The goal of this project is to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization through riparian and in-stream enhancement of the creek's 4.51 acres area of bed and banks, including along a 2,623 lf reach of Hessel Creek. Restoration tasks include: creek bank stabilization and enhancement; riparian woodland rehabilitation, re-establishment and enhancement. Through these efforts, this project will restore the specific type of riparian woodland and valley oak woodland habitats associated with floodplain ecosystems in Laguna de Santa Rosa as partial mitigation for impacts to creek and riparian habitat that occurred under the Charles M. Schulz – Sonoma County Airport Runway Safety Enhancement Project.



As the prime contractor of this project, HRS is providing the following services for this low gradient, alluvial fan creek channel project: BMP installation/protective fencing; site prep; grade staking; in-stream enhancement work: bank laybacks to prevent/reduce erosion, erosion control blanket and coir roll installation; dust abatement; staging area stockpile spreading; native seed installation on graded banks; willow cutting and mat installation; hydroseeding; and SWPPP. **HRS partnered with Dudek** to biologically monitor the site and verify that the project was implemented per the plans and specifications and that it maintained permit compliance with the CDFW (Section 1602), ACOE (Section 404) and the RWQCB (Section 401).

Projects Performed in Collaboration

Project	Type	HRS	Dudek	Balance
San Felipe Creek Restoration Design-Build	Restoration Design & Construction	X	X	X
Middle Martis Creek and Alluvial Fan Restoration	Restoration Design & Construction	X	X	X
Truckee Meadows Restoration Project	Restoration Design & Construction	X		X
Forest Health and Fish Habitat Improvement Project, Little Truckee River Below Stampede	Restoration Design & Construction	X		X
First Four Mile, Truckee River First 4-Mile Streambank Stabilization and Restoration Design	Restoration & Streambank Stabilization	X		X
Design-Build Advanced Mitigation at Mayo Crossings and Potrero Canyon	Restoration Design & Construction	X	X	
Design-Build Walker Preserve Habitat Restoration	Restoration Design & Construction	X	X	
Hessel Creek Riparian Mitigation Project	Restoration and Monitoring	X	X	

Projects Performed in Collaboration

Project	Type	HRS	Dudek	Balance
Mitigation and Monitoring for Sonoma Adobe Road	Restoration and Monitoring	X		
Potrero Landfill California Tiger Salamander Exclusion Project	Field Monitoring		X	
Kirker-Hess Wetlands Creation	Wetland Restoration	X		X
Oasis Center Salt Creek Mitigation Project	Restoration Design Services		X	X
Lake Van Norden and Van Norden Meadows Biological Resources Assessment & Meadow Restoration	Habitat & Meadow Restoration		X	X
Dos Pueblos Creek Restoration, California Rangeland Trust	Habitat Enhancement		X	X
Coldstream Canyon Floodplain Restoration	Floodplain Restoration	X	X	

TAB C

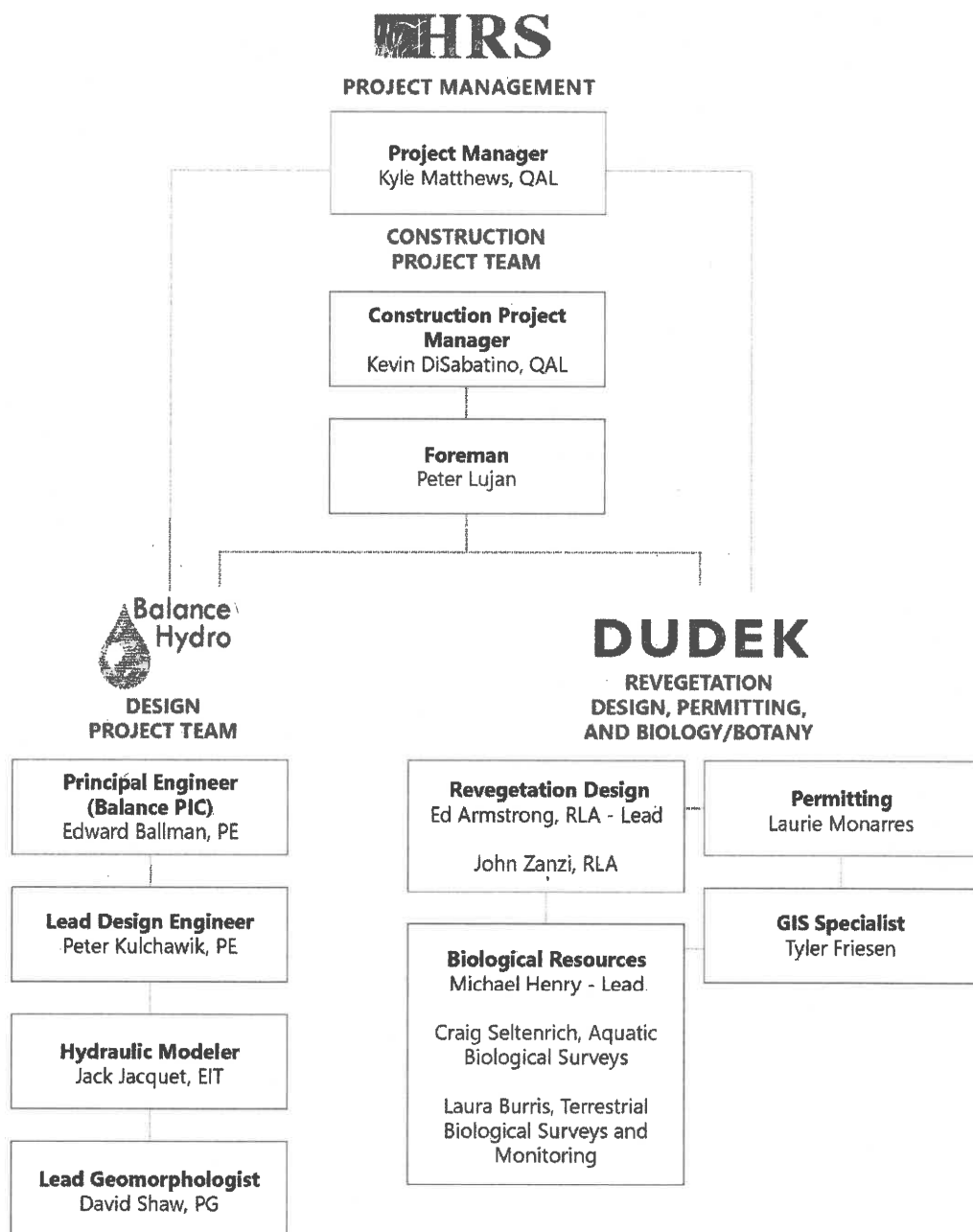
Qualifications of Team

The HRS/Dudek/Balance team is in an ideal position to assist the City of Roseville on this bank stabilization project due to our specialized restoration staff, broad services that support successful habitat restoration projects, and recent relevant experience in the region. Our team understands federal, state, and local requirements, and knows that strong project management, quality staff, and a clear organizational framework are crucial to a project's success. Our staffing will be tailored to meet the goals and objectives for this project.

HRS has built strong relationships with this Team on past successful stabilization and habitat restoration projects. We will work with the team leaders to establish communication protocol, kickoff meetings, quality control procedures, and oversight. The HRS/Dudek/Balance team chosen for this project includes team members with different specialties to accommodate the specifics of all project components. Our team is fully committed and available for this contract. We have selected key personnel with extensive experience with wetland and bank stabilization habitat projects in and around Placer and Sacramento Counties, all of whom have the required qualifications and experience requested by the City.

Our team organizational chart, also listed in Tab A, is below. The key personnel listed below will be available to the extent proposed for the duration of the project. We acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City. Full resumes for staff shown in the organization chart are provided in **Appendix A**.

Figure 1. Organizational Chart



Project Team Summary

Team Member	Role	Location	Years with Firm (overall experience)
HRS			
Kyle Matthews, QAL	Project Manager, Point-of-Contact	Rocklin/Vista	8 (8)
Kevin DiSabatino, QAL	Construction Project Manager	Rocklin/Vista	15 (23)
Peter Lujan	Foreman	Rocklin	4 (14)
Dudek			
Laurie A Monarres	Permitting Lead	Oakland	4 (14)
Craig P Seltnerich	Biologist (Aquatic)	Auburn	6 (40)
Laura Burris	Biologist (Terrestrial)	Auburn	4 (11)
John Zanzi, RLA	Restoration Design	Sacramento	6 (35)
Edward T Armstrong	Restoration Design Lead	Auburn	1 (20)
Tyler Friesen	GIS Specialist	Auburn	8 (9)
Michael Henry	Lead Biological Resources	Auburn	5 (16)
Balance			
David Shaw, PG	Principal-in-Charge	Truckee	19 (21)
Ed Ballman, PE	Principal Engineer	Berkeley	20 (36)
Peter Kulchawik, PE	Lead Design Engineer	Truckee	6 (15)
Jack Jacquet, EIT	Hydraulic Modeler	Truckee	2 (2)

HRS Project Manager/Point of Contact

Kyle Matthews, QAL

Kyle Matthews will serve as the overall project manager and point of contact for the City. Mr. Matthews is a biologist and habitat restoration specialist with over 8 years of professional experience working as an environmental specialist on a variety of public and private projects. He has extensive experience with habitat restoration projects involving sensitive resources, including rare plant species, wetlands habitats, and habitats for endangered wildlife. Mr. Matthews' experience includes biological monitoring and data collection for a variety of projects, which has involved writing habitat restoration plans, and biological monitoring reports. He also has extensive field experience throughout California conducting vegetation mapping of exotic non-native species. His responsibilities include providing logistical support to both clients and HRS staff and he has managed over \$15.0 million in habitat restoration and biological resource projects. Mr. Matthews meets with clients regularly to discuss project progress and he closely monitors project schedules and budgets. Mr. Matthews provides oversight, scheduling, budget management, and quality assurance/quality control (QA/QC). Mr. Matthews provides project oversight for the San Felipe Creek Design-Build project and was the project manager for both the Middle Martis Creek Restoration Project and the First Four Mile Creek Stabilization Project.

As the lead project manager, Mr. Matthews will be the single point of contact for the City for all matters related to the project. As the project manager, he will manage the budget, attend meetings, provide payment requests/invoices, process technical submittals and update the construction schedule.

HRS Construction Project Manager

Kevin DiSabatino, QAL

Kevin DiSabatino will lead the construction efforts including the procurement of materials, construction scheduling and coordinating the various field tasks so that the project continues to move forward for the City. Mr. DiSabatino specializes in general engineering and habitat construction projects. He has over 20 years of experience in equipment operation and installing and maintaining habitat restoration projects throughout California. He is a licensed A General Engineering Contractor, a Class A driver, and a qualified pest control applicator. As an equipment operator, Mr. DiSabatino is experienced in working within sensitive native habitats and also clearing, hauling and removing large amounts of brush. In addition, he has experience with soil preparation and soil removal, mowing and tree and shrub removal, grading on steep slopes, operating a wide variety of Caterpillars, and watering with a 2,500-gallon water truck. He has managed the habitat construction and installation of several large-scale projects throughout California including over \$11 million in Design/Build projects along with multiple river restoration projects. Mr. DiSabatino was the construction manager and senior equipment operator for the San Felipe Creek Design-Build project, the Blackwood Creek Restoration project along with the Middle Martis Creek Restoration project.

HRS Foreman

Peter Lujan

Mr. Lujan has over 10 years' experience in habitat restoration. He is an expert in the planting and irrigation installation techniques of habitat restoration projects. He serves as a Restoration Foreman and has participated in many large irrigation, planting and maintenance projects. Mr. Lujan can quickly recognize problems with plant health and/or irrigation issues and remedy the situation. He is able to identify and avoid sensitive species and areas during routine maintenance activities. Mr. Lujan leads the crew for the maintenance activities at the San Felipe Creek Design-Build project.

Dudek Revegetation Design Lead

Ed Armstrong, RLA, QSD/QSP, CLIA

Ed Armstrong is a senior habitat restoration specialist and licensed landscape architect with 20 years' experience specializing in open space/trail, park, and natural systems planning and design responsive of today's water conservation challenges. Mr. Armstrong has experience in planning and design for wetland, stream, and riparian restoration projects; watershed and creek systems; regional parks, trails, and open space systems; and streetscapes with a focus on enhancing public use while preserving and restoring natural habitat. He has been involved in all phases of project development including site assessment, conceptual design, master planning, construction drawings, cost estimates, technical specifications, construction management, phasing, and community outreach. Mr. Armstrong is experienced with the permitting process, including U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (FWS), California Department of Fish and Wildlife (CDFW) and other agency permits, and he has drafted operations and management plans for preserves that contain preserved, mitigated, or restored resources. His extensive experience in application of computer-aided design (CAD), geographic information system (GIS) and 3D modeling software allows him to employ the a variety of tools to understand important site factors, and his 10 years of experience in engineering for near-earth orbit and geosynchronous satellites and groundstation networks enables him utilize a systems approach when solving complex problems.

Mr. Armstrong will lead the Dudek team. He has previously worked on two projects on Dry Creek for the City: a levee relocation project at the Dry Creek Wastewater Treatment Plant and a bank stabilization project just upstream of the treatment plant where erosion from Dry Creek was threatening to undermine a sewer main.

Dudek Revegetation Design

John Zanzi, RLA

John Zanzi is a landscape architect with 35 years' professional experience in the private and public sectors throughout California, and the western United States. He specializes in design implementation for landscape projects for ecosystem restoration and native plant revegetation, including riparian system and wetland mitigation, water quality improvement, erosion control and biotechnical slope stabilization; and recreation and public access, such as park facilities and trails. Mr. Zanzi's expertise includes site assessments, preparing design and construction documents (plans and specifications) and cost estimates, as well as conducting value engineering, bid and construction assistance for planting, irrigation and other landscape components. He has extensive knowledge and experience in preparing bid estimates, conducting field design and adaptive management, providing construction direction and oversight, and maintaining construction records including as-built drawings. In addition, he brings post construction monitoring experience for revegetation projects, assessing plant survivorship and providing recommendations for adaptive management. Mr. Zanzi applies his direct hands-on and practical construction, maintenance, and post construction monitoring experience to his planning and design projects. For most of the projects, Mr. Zanzi served as the landscape architect-of-record, preparing detailed design documents, technical specifications, and cost estimates, endorsing construction documents and providing construction oversight for quality project implementation.

Mr. Zanzi will support Mr. Armstrong from Dudek's Sacramento office. John brings over 25 years' experience specializing in riparian restoration, including several project sites along the American River and throughout the region. He is an expert in design and construction for biotechnical treatments and revegetation for bank stabilization.

Dudek Permitting

Laurie Monarres

Laurie Monarres has 14 years' professional experience as a regulatory specialist. As the Army Corps of Engineers' (ACOE) Regulatory North Branch Chief of the San Francisco District, Ms. Monarres supervised a team of project managers, and oversaw the review and evaluation of complex and controversial permit applications under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act within the north coastal region of California. She is familiar with, and regularly applies, knowledge of laws such as the Endangered Species Act (ESA), the National Environmental Policy Act (NEPA), the Coastal Zone Management Act (CZMA) and the National Historic Preservation Act (NHPA). Ms. Monarres permitted a wide variety of projects including transportation, gravel mining, harbor reconstructions, creek stabilizations, flood control projects, and major coastal restorations. She has developed programmatic permitting approaches including regional general permits (RGPs), letters of permission (LOPs), and streamlined permitting associated with habitat conservation plans (HCPs). Ms. Monarres has extensive experience in developing multiple mitigation banks and in-lieu fee programs, including current proposals for Wildlands' Newark Slough Mitigation Bank and an in-lieu fee program for the South Sacramento HCP. Additionally, she was a key member of the ACOE South Pacific Division's project team responsible for developing standard operating procedures for compensatory mitigation decisions, including the updated Mitigation and Monitoring Guidelines, the Mitigation Ratios Checklist, Uniform Performance Standards, and Mitigation Site Selection using a watershed approach.

Dudek Terrestrial Biological Surveys and Monitoring

Laura Burris

Laura Burris is a biologist with more than 11 years of experience in terrestrial biology. Ms. Burris specializes in botanical surveys and the ecological study of vegetation communities for application in habitat restoration, mitigation, and conservation. She is knowledgeable about the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) and their processes, and is skilled in managing and drafting environmental documents such as biological resource assessments, wetland delineation reports, arborist reports, habitat restoration plans, technical sections of environmental impact reports (EIRs) and environmental impact statements (EISs), and regulatory permit applications. In addition to botanical expertise, Ms. Burris has extensive training and experience in reconnaissance and protocol level surveys and construction monitoring for sensitive wildlife species, including Swainson's hawk (*Buteo swainsonii*), burrowing owl (*Athene cunicularia*), sensitive bat species, sensitive butterfly species, California tiger salamander (*Ambystoma californiense*), sensitive mammal species such as Monterey dusky footed woodrat (*Neotoma fuscipes luciana*) and San Francisco dusky footed woodrat (*Neotoma fuscipes annectens*), Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western pond turtle (*Emys marmorata*), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylei*), and California vernal pool branchiopods.

Dudek Biological Resources Lead

Michael Henry

Mike Henry is a senior ecologist with 19 years' experience involving management and analysis for a variety of biological research projects, including large-scale habitat conservation planning under Section 10 of the federal Endangered Species Act (FESA), watershed analysis, and a range of project- and program-level documents in compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). Dr. Henry has served as a project manager of biological resource investigations and environmental documents for a wide range of federal and municipal projects, including a several utility-scale solar photovoltaic (PV) developments, a massive land acquisition and airspace establishment for a Marine Corps base in the Mojave Desert, beach restoration and managed retreat projects in the City of Malibu and Santa Barbara County, and an oil and gas development project in Santa Barbara County. He has published his biological research in international peer-reviewed journals and presented findings at international conferences.

Dudek Aquatic Biological Surveys

Craig Seltenrich

Craig Seltenrich is a senior ecologist with 40 years' experience in the field of aquatic sciences. Mr. Seltenrich specializes in threatened and endangered species and other special-status species, and has designed and conducted numerous studies for evaluating potential impacts on special-status amphibians, aquatic reptiles, and fish throughout much of California. Amphibian and aquatic reptile species expertise include California tiger salamander, California red-legged frog, and western pond turtle. Fish species expertise include hardhead, Chinook salmon, coho salmon, Central California Coast and Central Valley steelhead trout, and numerous non-native species. He has extensive experience with the California tiger salamander and California red-legged frog, western pond turtle, Chinook salmon, and Central Valley and coastal steelhead.

Dudek GIS Specialist

Tyler Friesen

Tyler Friesen is a geographic information system (GIS) analyst with 9 years' professional experience in geospatial technologies in both the private and public sectors. Mr. Friesen has been responsible for spatial modeling/analysis, data development, and map production, and has experience in database development and management, asset management, LIDAR analysis, spatial analysis, spatial model building, network analysis, raster analysis and online Web applications. He has assisted in the preparation of habitat conservation plans (HCPs), biological resources technical reports, and environmental impact reports (EIRs). Mr. Friesen has also provided GIS support for numerous biological resources reports, wetlands permitting and jurisdictional delineation reports, fire protection plans, and focused species surveys throughout California. He is trained in a wide range of industry-standard applications, including ArcGIS Suite, Trimble Pathfinder and TerraSync, ArcPad, and Microsoft Office Suite, as well as such hardware as Trimble GeoXH and Trimble Juno ST.

Balance Hydrologics Principal-in-Charge

David Shaw, PG, ASLA

David Shaw will serve as principal-in-charge, he has overseen and managed many of Balance's restoration projects including design-build efforts in the Bay Area, Sierra, and Truckee-Tahoe region, as well as several projects in the Coast Ranges, Southern California, and Central Valley. He has led Balance's restoration design efforts for the San Felipe Creek Restoration with the Habitat Agency. Mr. Shaw has over 22 years of experience in stream and wetland restoration design and implementation. He has led the site investigation and design of numerous wetland restoration and mitigation efforts, and/or has overseen implementation of a number of restoration projects throughout California and in the Sierra at a range of scales, including the City of Pleasanton's Bernal Creeks and Mission Creek Restoration, Stanford University's Steelhead Habitat Enhancement Plan Wetland Mitigation, East Bay Municipal Utility District's Pavon Creeks and Scow Canyon Restoration Project, UC Davis' Tahoe City Hatchery Polaris Creek Wetland Restoration Project, Squaw Valley's Squaw Creek Restoration, and the Truckee River Watershed Council's Middle Martis Alluvial Fan and Mainstem Martis Meadow Restoration Projects.

Balance Hydrologics Principal Engineer

Edward Ballman, PE

Mr. Ballman will serve as the project's lead engineer, responsible for oversight and review, as well as principal-in-charge for projects requiring the development of plans and specifications. Mr. Ballman is a recognized leader in applying innovative solutions to modeling the movement of water through both natural and built environments. His extensive experience includes hydraulic and hydrologic modeling, modeling ideal scenarios for fish habitat, flood control, preparation of grading plans, and channel stabilization. He brings the focused attention to detail and organization that typify the best engineering practice, and develops realistic approaches, guidelines, constructability, which allow for adaptive management during and after implementation. Mr. Ballman has served as the Engineer-of-Record for most of Balance Hydrologics' Restoration Designs in Santa Clara County, including the award-winning project Stevens Creek, Upper Penitencia BART Mitigation, and Wrigley Creek. Restoration, among others.

Balance Hydrologics Project Manager and Lead Engineer

Peter Kulchawik, PE

Mr. Kulchawik, Senior Staff Engineer/Hydrologist will serve as Balance's project manager and engineer of record the Saugstad design. Peter brings over 15 years' experience and 6 with Balance working on river and stream restoration projects throughout the Sierras, Sierra Foothills, and Nevada. He has an interdisciplinary background in surface water hydrology and hydraulics, geomorphology and stream ecology which he applies in fluvial systems to address the underlying processes affecting river health. He is experienced in a wide range of hydraulic and hydrologic modeling platforms designed for physical habitat simulation, sediment transport and scour analyses, FEMA floodplain mapping, dam break simulations, design feasibility assessments and stormwater management plans. Peter regularly prepares restoration construction documents and technical reports, observes and directs implementation of restoration projects, and leads data collection and field reconnaissance efforts.

Balance Hydrologics Hydraulic Modeler

Jack Jacquet, EIT

Mr. Jacquet will provide hydraulic modeling of restoration alternatives. Mr. Jacquet joined Balance two years ago upon his graduation from the University of Nevada Reno, where he earned a bachelor's degree in Geological Engineering and master's degree in Hydrology. Mr. Jacquet has contributed to the hydraulic modeling for a variety of projects including several stream and wetland restoration projects many dam inundation studies. Mr. Jacquet overall experience includes design support in the form of hydraulic calculations, hydraulic modeling, GIS, and CAD design. Mr. Jacquet conducts fieldwork, collecting and analyzing hydrologic data associated with streamflow gaging, water quality sampling, and suspended sediment sampling. He is currently working towards earning his professional licensure in Civil Engineering and FAA's Small UAS pilot license.

TAB D

Project Understanding

The HRS-Balance-Dudek team is proposing to complete the Saugstad Urban Rivers Grant Bank Stabilization Project ('Project'), which will include developing 100-percent stamped engineering plans, completing permit applications and supporting technical studies, and ultimately constructing the Project on a design-build basis. We understand that the design and construction services must be completed on or before January 1st 2022 per Grant requirements. The 30-percent design developed by Waterways Consulting, Inc. will be advanced with additional layers of detail for efficient review and approval by regulatory agencies. We will also focus on providing robust engineering calculations to support the design, as well as exploring opportunities to enhance the 30-percent design with new design elements that will provide further adherence to the Project goals.

We understand that the goals of the Project are:

- Reduce sediment delivery to Dry Creek related to the eroding streambanks;
- Stabilize the streambanks to protect existing structures and prevent future property loss; and
- Create diverse instream and native riparian habitat.

In addition to the Project RFP and the background information provided therein, our Team's understanding of the Project is based on our collective experience designing, permitting, and implementing river restoration projects throughout Northern California. We have direct experience on Dry Creek from previously completed restoration projects, and a proven record of effectively working together under a similar teaming arrangement. Based on our experience on past projects and the Project goals outlined in the RFP, we have outlined our understanding of the Project in terms of the following themes that we see as the major challenges that will require special consideration to achieve the City's objectives:

PROPERTY OWNERSHIP AND EASEMENTS. We recognize the confined nature of the Project site due to property lines, easements, and existing infrastructure. This is significant for two reasons. First, options for enhancing the 30-percent design are limited and any additional design elements must not adversely affect flood hydraulics. Second, the confined working space poses a challenge to construction logistics which is why the design-build approach is well-suited for this project. Incorporating contractor input throughout the design phase will allow our team to address limitations related to site access, equipment constraints, and construction methods. This will ultimately make implementation more efficient and will keep costs within the grant budget.

GRADE CONTROL AND CHANNEL EVOLUTION. Based on a cursory review of historical aerial photographs, the downed cottonwood near the downstream Project limit appears to be associated with increased rates of bank retreat over the last decade or so. The cottonwood is likely creating a local decrease in the channel bed slope, which is leading to increased sediment aggradation, as evidenced by fresh bar deposits visible in several of the historical aeriels and as observed at the site. In particular, the bar on the left bank appears to be enlarging and is likely part of the reason for increased bank retreat rates with the bar directing more energy toward the eroding right bank. This is significant because the channel widening process (i.e. bank retreat) could be related to the presence of the downed cottonwood, a non-engineered feature that may or may not persist long into the future. The bank stabilization design must consider how the dynamics of the reach would change if the cottonwood were washed out in a large flood event. For example, the toe of the bank protection must be extended to below the scour depth to prevent undermining in the event the cottonwood mobilizes or from an extreme flood event. Our

Team's engineers and geomorphologists will collaborate to plan for how the bank stabilization treatments will behave under the possible future channel evolution scenarios.

FISHERIES ENHANCEMENT. While the 30-percent design appears to be a viable strategy for stabilizing streambanks and reducing erosion, design elements that would benefit instream habitat are limited to the live stakes that could provide shading and cover from predators after a maturation period. Moreover, one of the most high-value aquatic habitat elements of the reach—the downed cottonwood—is a transient feature which emphasizes the importance of creating lasting habitat. Our Team will explore cost-effective opportunities for enhancing the design with biotechnical treatments coupled with native revegetation, and aquatic habitat features. These can that could include: (1) revising the grading plan to enhance the backwater area of the large bar on the left bank; (2) incorporating engineered logs into the rock slope protection to maintain deep pool habitat; or (3) benching the rock slope protection to provide high-flow refuge habitat and create a riparian planting shelf.

CONSTRUCTION. Construction activities within stream habitats have an inherent level of risk due to using heavy equipment within confined work spaces, the sensitivity of the environment, and the seasonal constraints. HRS will work with the design team to develop a dewatering approach with redundancies built to allow the instream work to be completed without any delays that also protects the sensitive resources within the project limits. Schedule for instream work is susceptible to delays from unexpected weather and the HRS team will mitigate those by working longer days or weekends to ensure the construction implementation remains on schedule. All equipment will be thoroughly cleaned before entering the project site to ensure no invasive species are introduced to the project.

REVEGETATION. To achieve the Project goals and objectives for creek bank stabilization as well as native habitat regeneration and enhancement, our proposed revegetation and biotechnical treatments will build-off of Waterways' 30-percent design plans, and the treatments summarized in the Project's RFP Scope of Services. These treatments include seeding native grasses and forbs, native container plantings throughout project site, native willow stake installation in rock slope protection areas.

During the project design phase, and based on the creek hydrology and hydraulics, as well as any regulatory compliance permitting agency input, we will also consider other appropriate native revegetation and biotechnical treatments to aid in achieving the project goals and objectives. These may include using multiple materials that are incorporated into structures (e.g., rootwads, logs, rock, erosion control fabric, slope protection fabric) coupled with native revegetation that will serve as biotechnical treatments. In these biotechnical treatments, plants and shoot growth are integral components and result in sustainable and self-repairing features that become stronger as the plants mature. In our experience for successful construction, any structure construction and plant installation must be performed concurrently, and our Team's proven design-build collaboration are experts in applying and adapting our design components to field conditions.

The biotechnical treatments will provide several benefits for the Project: modify stream channel morphology (bed and bank), and surface water flows; add roughness for sediment trapping; create and enhance aquatic and terrestrial habitat; regulate water temperature through shading (shaded riverine aquatic [SRA] habitat; and provide long-term nutrients to an ecosystem. The biotechnical treatments also can stabilize creek banks and slopes, slow run-off and encourage infiltration, provide sediment source and transport controls, intercept raindrops and manage other forces that encourage erosion, and enhance overland sheet flow characteristics. Lastly, by using indigenous and organic resources our design can reduce a human-made imprint, with treatments that blends with the environment. Through the design, construction and establishment processes, we will provide sustainable solutions offering temporary, short-term, and long-term benefits for the creek and adjacent lands. All seeding areas and plantings will be supported by a temporary irrigation system to aid in plant establishment; it is anticipated that the irrigation will be a manually operated spray system to be operated concurrent with our other plant establishment efforts such as weed control, checking for plant health and vigor, and adaptive management as needed.

TAB E

Project Plan

1.0 Planning, Design & Permitting

1.1 Project Administration, Meetings & Coordination

1.1.1 Project Management/Coordination

Excellent project management and our ability to provide a well-qualified team are essential to providing high-quality services at the right time within budget. We also seek to partner with the City staff and, to the extent appropriate, regulatory agency staff through the design process so that design review can proceed as efficiently as possible, with little in the way of unexpected design elements or constraints. Our team has developed effective and proven project management methods and planning tools that allow us to: 1) provide close coordination among the Design-Build team, City staff and Stakeholders, and other involved parties; 2) manage the project to meet the schedule and budget; 3) document project activities (progress reports and meetings); and 4) carry out project work and provide deliverables which meet quality objectives and respond to comments by reviewers.

We focus on communicating effectively both internally and with City personnel throughout each phase of the project. We will be available by email and telephone for consultation throughout the project; no structured project management system can substitute for the quick informal exchanges and check-ins which keep a project moving. We will produce progress reports in the form of detailed invoices which outline the work completed and an accounting of staff hours, including:

- 1) Work accomplished during the previous month period and work to be conducted moving forward.
- 2) A budget summary with amount billed the previous period, the total billings to-date, and the percentage of budget remaining for each task
- 3) An updated percentage of each task completed
- 4) A list of outstanding action items
- 5) Identification of any problems that are impacting work progress, the budget, or schedule plus proposed solutions to those problems

HRS will provide overall management of this project. We provide frequent and regular reporting on key work tasks, meetings and processes. We get in front of developing problems by keeping you informed when City staff may need to get involved and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.

Balance uses project management software that allows for real-time evaluation and reporting of project status, budget, and progress toward milestones, as well as clear activity summaries and progress reports to the client. Our software also allows for easy reporting of time spent by task or individual. Project managers and administrative staff have experience in managing reporting requirements for state-sponsored grants. We will develop templates, per the client's requirements, to allow for easy and timely submittal of invoices and progress reports. **Deliverables:** Monthly invoices summarizing key activities

Project Plan

1.0 Planning, Design & Permitting

1.1 Project Administration, Meetings & Coordination

1.1.1 Project Management/Coordination

Excellent project management and our ability to provide a well-qualified team are essential to providing high-quality services at the right time within budget. We also seek to partner with the City staff and, to the extent appropriate, regulatory agency staff through the design process so that design review can proceed as efficiently as possible, with little in the way of unexpected design elements or constraints. Our team has developed effective and proven project management methods and planning tools that allow us to: 1) provide close coordination among the Design-Build team, City staff and Stakeholders, and other involved parties; 2) manage the project to meet the schedule and budget; 3) document project activities (progress reports and meetings); and 4) carry out project work and provide deliverables which meet quality objectives and respond to comments by reviewers.

We focus on communicating effectively both internally and with City personnel throughout each phase of the project. We will be available by email and telephone for consultation throughout the project; no structured project management system can substitute for the quick informal exchanges and check-ins which keep a project moving. We will produce progress reports in the form of detailed invoices which outline the work completed and an accounting of staff hours, including:

- 1) Work accomplished during the previous month period and work to be conducted moving forward.
- 2) A budget summary with amount billed the previous period, the total billings to-date, and the percentage of budget remaining for each task
- 3) An updated percentage of each task completed
- 4) A list of outstanding action items
- 5) Identification of any problems that are impacting work progress, the budget, or schedule plus proposed solutions to those problems

HRS will provide overall management of this project. We provide frequent and regular reporting on key work tasks, meetings and processes. We get in front of developing problems by keeping you informed when City staff may need to get involved and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.

Balance uses project management software that allows for real-time evaluation and reporting of project status, budget, and progress toward milestones, as well as clear activity summaries and progress reports to the client. Our software also allows for easy reporting of time spent by task or individual. Project managers and administrative staff have experience in managing reporting requirements for state-sponsored grants. We will develop templates, per the client's requirements, to allow for easy and timely submittal of invoices and progress reports. **Deliverables:** Monthly invoices summarizing key activities

Dudek will provide up to eight (8) hours of project management support for development of plans, permitting, and implementation of the Saugstad Urban River Grant Bank Stabilization project to include team, client and agency coordination, project scheduling, invoice review, and progress reporting.

1.1.2 Meetings

HRS - This task includes time for a program kickoff meeting and an initial site visit with the City to obtain early input and possibly refinement of the project goals and objectives, as well as time for preparation for and leading of monthly conference calls during the feasibility and design phase.

Balance - time is allotted to attend three in-person meetings during the planning and design phase:

- A site visit/kickoff meeting will be held at the onset of the Project. The goals of the meeting will be to familiarize the design team with the Project site, gather feedback from City staff and other stakeholders on the 30% design, and vet design team ideas for enhancing the 30% design to further achieve project goals and objectives.
- A 60% design review meeting will be held after the 60% designs are circulated to City staff and other Project stakeholders. All comments received during the 60% design review meetings will be documented in table format, along with the person or stakeholder group who made the comment. The design team will include our responses in the table as the design proceeds to the 100% level, and the table will be submitted with the 100% design so all project partners can track how their feedback was assimilated into the design in a clear and transparent manner.
- A pre-construction meeting will be held after the 100% design is finalized and just prior to mobilization. The goal of the meeting will be to review the construction schedule and finalize a strategy for designer-contractor coordination to implement the project on a design-build basis.

Additional meeting time has been allotted up to the level of effort in the budget tables for routine coordination via emails and phone calls. **Deliverables:** Meeting coordination, attendance and notes

Dudek will support up to three meetings, including a site visit/kickoff meeting with the City of Roseville, a 60% design review meeting to discuss comments on the 60% plans, and a pre-construction meeting. The site visit will be coordinated with Dudek's biologists and will provide an opportunity to note factors pertinent to site revegetation. Up to three soil samples will be collected and sent to a qualified soils laboratory for analysis to inform the planting design and provide soil amendment recommendations. Dudek's lead designer will attend all three meetings, and the Lead Biologist will attend the pre-construction meeting to review potential biological constraints. Meetings are assumed to be approximately 2 hours each, and except for the site visit, are assumed to occur at the City of Roseville Corporation Yard on Hilltop Circle.

1.3 Design Documents

1.3.1 60% Plans

Balance - feedback from City staff and other project stakeholders on the 30% designs will be used to advance the plans to a 60% level of design. The 60% design will essentially be a draft version of the 100% design. Development of the 60% design will allow us to refine and finalize project elements included in the 30% design, as well as approaches to completing the work.

This effort will require collaboration across our whole team—designers, permitting specialists, and contractor—to address construction feasibility considerations such as access routes, staging areas, and dewatering methods, as well as special considerations to meet permit requirements. The designers and contractor will also coordinate to update the preliminary cost estimate included in the grant application to balance design enhancements with the pre-determined construction budget. Lastly, time is allotted for a focused field investigation during the development of the 60% design including collection of key geomorphic and vegetative data needed to support the design. The finished 60% design drawings will be of sufficient detail to support permit applications and for regulatory agency review.

All design drawings will be prepared using AutoCAD software on ANSI D sheets, at an appropriate scale to communicate the physical relationships of the various passage features. We envision the 60% and 100% design drawings will include:

- Title sheet
- General notes
- Staging and access plan
- Erosion control plan (we assume the disturbance area will be small enough to not warrant a SWPPP)
- Dewatering plan
- Plan, profile, and cross section sheets (as needed)
- Detail views
- Revegetation plan

As a cost saving measure, we propose that project specifications be included in the design drawings as detailed notes in lieu of preparing a separate specifications book. This method has proven successful on past projects for having the text for material specifications and construction methods alongside the graphical representations of the features being described.

As a component of all design submittals, the design team will perform our standard Quality Assurance/Quality Control process (QA/QC) on all documents submitted. The entire review process is documented and archived. **Deliverables:** 60% design drawings and construction cost estimate

Dudek will prepare 60% Submittal Draft Plans for the revegetation consisting of planting and irrigation plans and associated details. The planting and irrigation plans will be prepared at a scale of 1"=20'-0" and will be prepared using AutoCAD on Arch D size (22" x 34") sheets (or other size to conform to the Balance Hydrologics Plan submittal). Additionally, the plans will conform to City standards and be compliant with the City of Roseville Water Efficient Landscape Ordinance (Ordinance 5659). It is expected that up to six (6) sheets will be prepared and will include an irrigation plan, equipment legend, irrigation schedule and details; and a planting plan, planting palette, MWEL calculations, and planting details. These sheets will be integrated into Balance Hydrologics plan set for submittal.

The 60% Submittal Draft Plans will be submitted to the City for review and comment and provided to federal and state agencies in the permitting task.

NV5 will participate in the focused field investigation to log the native soils (based on the exposed cut bank), discuss geotechnical considerations with the Balance designers, and to collect soil samples. Limited laboratory tests will be conducted to help characterize the soil samples. The laboratory results

and field observations will be summarized in a focused technical memo. The memo will also include geotechnical design recommendations specific to the bank stabilization design, including fill placement methods, geotextile product specifications (if required), and other major considerations on geotechnical stability.

1.3.2 100% Plans

Balance - The 60% drawings will be advanced based on feedback received during the 60% design review meeting described under Task 1.1.2. The 100% plans will include all information needed to construction the project on a design-build basis. **Deliverables:** 100% design drawings and final construction cost estimate

Dudek - After receipt of the City and agency comments on the 60% Submittal Plans, Dudek will prepare 100% Submittal Final planting and irrigation Plans. The 100% Submittal Final Plans will address and incorporate the comments and expand on the 60% Submittal Plans. The 100% Submittal Final Plans will be included in Balance Hydrologics submittal to the City for final approval.

1.5 Permitting

Balance - The design team will prepare a design basis memo (DBM) that will describe existing conditions, project goals and objectives, the proposed bank stabilization design, and provide reasoning for how the design will achieve the Project goals. In addition to the general project information that will be useful to support a variety of permit applications, the DBM will document engineering calculations completed in support of the final design. Lastly, the DBM will summarize the results of the hydraulic modeling exercise (Task 1.6) to obtain a No Rise Certificate for the FEMA Community Floodplain Manager and the CVFPB permit. **Deliverables:** Draft DBM submitted with 60% PS&E, Final DBM submitted with 100% PS&E

Dudek - Based on a review of project plans, Dudek assumes that a tree survey of the project site has already been completed, identifying species, size and condition of trees within the project's area of potential effect.

1.5.1 Biological Assessment

Dudek will prepare a Biological Assessment (BA) to support Army Corps consultation with NOAA Fisheries and the US Fish and Wildlife Service under Section 7 of the Endangered Species Act. This document will describe potential impacts to federally listed species such as steelhead (*Oncorhynchus mykiss irideus*), and will describe any potential for adverse modification of designated critical habitat or impacts to essential fish habitat. The BA will describe project avoidance and minimization measures that will reduce likelihood of impacts or adverse modification, and provide a conclusion as to whether the project is likely to adversely affect the species..

1.5.2 Biological Technical Report

Dudek will prepare a Biological Technical Report (BTR) to support permitting with California Department of Fish and Wildlife under Section 1600 of the Fish and Game Code. Information on species potential to occur will be drawn from agency databases such as the California Natural Diversity Database, the California Native Plant Society Inventory of Rare and Endangered Plants of California, and the US Fish and Wildlife Service Information for Planning and Consultation. During the fieldwork for the JD, a Dudek biologist will review potential habitats within the APE for their potential to support special-status species or migratory birds. The findings of the database search and habitat assessment will be documented in the BTR.

The budget for this task assumes that field work will be done during the jurisdictional delineation described above. The cost related specifically to the BTR task is for the database search, writing the report, and preparing figures. The total additional effort for the BTR task would be 30 person-hours, including document production and graphics. Because the BTR will incorporate information from the JD report, it will be written after the JD report is completed. The BTR report will be completed 2 weeks after delivery of the JD report.

1.5.3 Jurisdictional Determination

A Dudek wetland and permitting specialist will conduct a site visit to assess features within the Area of Potential Effect (APE) that are potentially jurisdictional, and confirm ones that are non-jurisdictional. The review of potential jurisdiction will be performed in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, and U.S. Army Corps of Engineers Jurisdictional Determination Form Instructional Guidebook. In addition, Regulatory Guidance Letters produced by the Army Corps of Engineers (ACOE) to aid in determining potential jurisdiction of any man-made features such as drainage ditches will be reviewed.

The extent of jurisdictional features will be determined in the field by collecting data using a GPS unit and/or ESRI Collector. The submittal will include completion of Ordinary High Water Mark (OHWM) data sheets for each aquatic feature within the Project site. The jurisdictional delineation will be submitted to the District for one round of review and comment before finalization. Costs assume one additional round of revisions based on comments from ACOE prior to finalizing the delineation and submitting it to ACOE for verification.

The budget for this task assumes that the field work will require 1 day for a single person, or 8 hours. Preparation of the JD document will require an additional 40 person-hours, including document production. Preparation for field work, including GIS preparation, is assumed to require 2 person hours. The JD report will be prepared within 2 weeks of completing fieldwork.

1.5.4 Corps 404 Permit

Dudek will complete and submit an application for a Section 404 permit to the U.S. Army Corps of Engineers, Sacramento District (Corps). Based on our current understanding of the proposed project, we anticipate the Corps will require submittal of a pre-construction notification (PCN) pursuant to authorization under NWP 13 – Bank Stabilization. The PCN will contain necessary information including: a project description; discussion of avoidance and minimization of impacts; aquatic resources delineation; a biological assessment; a restoration monitoring plan; and all associated figures provided to Dudek (vicinity maps, project site map, construction/grading cross-section, etc.). Dudek has been informed by

the City that previous cultural resources investigations have been completed and are sufficient to meet project needs. Based on this information, it is assumed that no additional cultural resources efforts are needed for compliance with CEQA or USACE requirements for Section 106 of the National Historic Preservation Act (NHPA).

Assumptions

- Based on current information it appears the Project can be verified for authorization by the Corps under NWP 13 – Bank Stabilization Projects which must comply with 33 C.F.R. 330.6(d) of Corps Regulations. During the review process the Corps will review the PCN for the proposed project and make a determination if the project activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest. If the Corps exercises discretionary authority to require an individual permit for the project, Dudek would provide a revised cost estimate and scope of work to process a permit under the Corps' individual permit process.
- Dudek assumes that all necessary grading and BMP evaluation requirements will be provided by the applicant. Certain engineering graphics and calculations will be required from the Project engineers and hydrologist in order to complete the applications. Typically, this information is contained in a Stormwater Management Plan and Stormwater Pollution Prevention Plan.

1.5.5 401 Certification

Dudek will complete and submit an application for a Section 401 Water Quality Certification to the Central Valley Regional Water Quality Control Board (RWQCB). The application will include the following information: a project description; wetland delineation; biological assessment; discussion of avoidance and minimization of impacts; impacts analysis; discussion of beneficial uses; impact restoration monitoring plan; identification of pollutants of concern and short- and long-term Best Management Practices (BMPs) to minimize discharge of pollutants (with identification of BMP effectiveness percentages); a copy of the CEQA document; all associated figures (vicinity maps, project site map, construction/grading cross-sections, etc.); and a copy of the application submitted to the Corps.

Dudek will coordinate with RWQCB staff following the submission of the application, including responding to public comments during the 21-day public notice period, if applicable. This task does not include processing of Waste Discharge Requirements (WDR), which would be required to permit impacts to isolated waters of the State that are not under federal jurisdiction or for projects of large dredge volume. It is not anticipated that WDRs will be required; however, if the RWQCB determines that WDRs are required, an additional scope of work and budget will be prepared and submitted for approval.

1.5.6 1600 Permit

Dudek will submit an application for a Section 1602 Streambed Alteration Agreement to the California Department of Fish and Wildlife (CDFW). The application will include a project description, discussion of avoidance and minimization of impacts, impacts to sensitive plants and wildlife, a copy of the CEQA document, the filing fee (provided by the applicant), all associated figures (vicinity maps, project site map, construction/grading cross sections, mitigation area, and others), and copies of the permit applications submitted to Corps and RWQCB.

1.5.7 CVFPB Permit

Dudek assumes that Balance Hydrologics will work with the City to prepare and submit an application for an Encroachment Permit from the Central Valley Flood Protection Board (CVFPB). Dudek will coordinate as necessary with Balance Hydrologics during the submittal and review process.

1.5.8 Permitting Technical Support and Meetings

Dudek will provide as-needed technical services to support the regulatory permitting efforts for the project. This task includes time for the following: (1) providing technical guidance to the project team regarding permitting requirements; (2) responding to as-needed requests for information/additional analysis from the regulatory agencies; (3) participation in conference calls/meetings; and (4) follow-up coordination with the agencies to facilitate processing of the applications/permits.

1.6 Hydraulic Modeling

Balance - The one-dimensional hydraulic model used to develop the effective FEMA flood mapping will be obtained from either City staff or through a data request to the FEMA Engineering Library. Cross-sections of the effective model will be edited to represent geometric changes from the bank stabilization project. This exercise will be used to inform the design so a No Rise Certificate can be obtained; we assume that the Project can be designed in a way to will lead to a No Rise certification and time is not allotted to process CLOMR/LOMR applications or the associated technical studies. The hydraulic modeling results will be summarized within a section of the DBM, described under Task 1.5. **Deliverables:** Digital versions of hydraulic modeling files

Dudek will review the results of the hydraulic model and coordinate with Balance Hydrologics on the implications, if any, to planting and irrigation designs.

1.7 Post-project Survey & Completion Letter

1.7.1 Prepare As-builts

Balance - Upon completion of construction, we will prepare As-Built drawings to record actual constructed conditions. The As-Built drawings will be prepared using AutoCAD, and will be modified from the 100% drawings used for permitting and construction, highlighting areas of deviation from the plans. A completion letter will also be prepared by the engineer-of-record following the final walkthrough (Task 2.4). **Deliverables:** As-Built drawings and completion letter

Dudek will prepare as-built drawings for planting and irrigation based upon redline markups made by HRS during construction. As-built drawings will consist of redline markups to the original CAD designs and will be provided to Balance Hydrologics in PDF format for inclusion into the project As-Built Drawing Set.

Task 2.0 Construction

HRS will utilize the Conservation Corps (CALCC or CCC) for work that they qualify to assist with including, but not limited to: brush clearing, site prep, planting, brush removal, riparian vegetation planting, and small bank stabilization work. HRS will provide any additional oversight training to the Conversation Corps crews to ensure the quality of work meets the standards of the entire team.

We will construct this bank stabilization project based on the final construction drawings and in accordance with the approved restoration permits. Our proposed construction work will include all activities required to physically build, install, and establish the stabilization and restoration project. As part of the Balance Hydrologics/Dudek team, HRS will be closely involved in the design process for the mitigation. HRS will provide constructability review throughout the design process to ensure a smooth transition from design to construction.

The sub tasks of the construction activities are summarized below and includes general approaches for each task which will ultimately follow the final 100% design plans. Many task summaries have limited detail due to the nature of the task but are listed since they will be a required component of the project. HRS will work with the City to design team to find cost savings options for construction activities wherever possible to ensure the project remains within budget.

HRS owns all of the following equipment, which is CARB-compliant and available for use on any of our projects. All HRS' laborers and operators undergo a comprehensive training program and are fully certified to operate the necessary construction equipment.

HRS Owned Equipment	
Quantity	Type
8	CAT 299, 259, 303, 305, 308, 315, 430 (attachments: masticator, mower, buckets, spray rig, imprint seeders, seed drill, Davco Hydro-axe, etc.)
1	John Deere 101 HP tractor with 300-gallon PTO-driven spray tank capable of 55-foot spray swath, (attachments: discs, seeders, mower, blades, etc.)
3	Kubota 4400 (attachments: discs, seeders, mower, blades, etc.), Kubota 8540
2	Vermeer wood chipper
3	Finn T75 and T90 hydro-seeder
3	Kawasaki Mules (with 50-gallon tank and high-pressure pump for integrated vegetation management (IVM) spraying, with 50-gallon tank electrical pump and 10-foot boom for selective herbicide application)
1	Dingo (attachment: deck mower, trenchers, augers, etc.)
1	Sterling roll-off truck (multiple bins of various sizes available up to 40 cubic yards)
3	Dump trailers
15	Utility trailers
2	Freight water trucks
35	Fleet vehicles (F-150, F-250, F-350), F-350 with 200-gallon spray tank with secondary containment, two F-350 4x4 with 300-gallon spray tanks
60	String trimmers
40	Chainsaws (various sizes)

20	Hedge trimmers (extension hedge shears for cattail and bulrush removal)
7	Kubota utility task vehicles (UTV)
40	4-gallon backpack sprayers
4	14-foot shallow draft aluminum boat with portage wheels for non-ramp shore line launching and optional gas and electrical outboard motors with 50-gallon spray tank
8	500- and 750-gallon water wagons
2	3-point Truax drill seeder
2	Ford F-650 4x2, 5-yard dump truck
16	Truax seed belly grinders

2.1 Mobilization

Following permit acquisition and final design approval, HRS will mobilize all necessary equipment and staff to the project site to complete construction and revegetation activities.

2.2 Temporary ESA Type Fence

HRS will install and maintain the temporary ESA fencing. Where appropriate and approved, HRS will utilize 5' t-posts and yellow poly rope in place of the 4' orange construction fencing due to the reduce cost for installation and less frequent need for maintenance during construction activities. HRS crews will check the ESA fence regularly throughout the construction phase and repair/replace the fencing as necessary.

2.3 Construction Staking

HRS will install construction staking based on the final grading plan and stabilization designs. Staking will include all required information including cut/fill, elevation, locations, etc. for the pertinent location and structures.

2.4 Construction Observation

HRS will provide site management from the inception of construction through the end of the maintenance period. We will coordinate our work closely with Balance Hydrologics/Dudek staff, the City, the resource agencies and interested public groups.

Balance - Members of the design team will be available to oversee the implementation bank stabilization features at key points throughout construction. The designer-contractor involvement will focus on field fitting design elements to blend with the surrounding landscape, while maintaining their integrity in terms of protecting the banks. Our budget for this task includes up to 5 half-day site visits, and addition time to respond to Requests for Information and approve contractor submittals (up to the level of effort in the budget tables). **NV5** will be available for compaction testing and verification of engineered fill specifications if deemed necessary.

Following each observation or each day, we will prepare a field report summarizing the construction progress, observations, and clarifications or field adjustment recommendations that were made to the contractor. Field reports will be emailed to the City project managers and compiled into a master binder and pdf upon completion of the project. **Deliverables:** Responses to contractor RFIs and material approvals by email, field reports following each site visit

Dudek will provide up to 3 construction site visits to clarify planting/irrigation details or provide field direction on revegetation. Site observations will be documented in memorandum format delivered electronically. This task also includes up to 6 hours for plant substitutions or other construction-related support.

NV5 will provide geotechnical testing during construction up to the level of effort in the budget table. The testing methods and frequency will be determined during the design phase based on the findings of the geotechnical investigation. At minimum, we anticipate testing of fill placement to verify the specified compaction rates are achieved.

2.5 Slope Protection Fabric

HRS will install and maintain the required slope protection fabric. In discussion with the Conservation Corps it is a possibility that their crews are able to assist with this task in addition to the others listed.

2.6 Site Prep

HRS will prepare the site by performing clearing and grubbing activities, establishment of temporary access routes, and preparation of staging areas. All equipment refueling will occur only within the designated portion of the staging area. The Conservation Corps crews will be used as practicable for this task. Trees slated for removal may be used for bank stabilization if determined feasible by the design team.

2.7 Dewatering

Dewatering will be a key component to the project success. The proposed schedule shows when flows are manageable enough to divert the creek to allow for instream enhancement activities. HRS will have redundancies in the dewatering system such as additional trash pumps and secondary containment to be able to quickly address any additional groundwater or turbid water before it leaves the project site.

2.8 Excavation/Grading

HRS will perform site excavation and grading in accordance with the final design specifications reference. Grading activities will be sequenced from upstream to downstream.

2.9 Engineered Fill

HRS will replace removed sediment and import the required engineered fill and rock slope protection where needed based on final design specifications. Due to the limited access in the project site all areas will be prepared completely prior to the import of any material in order to prevent having a surplus of rock or fill material on-site that will not be placed within a single work day. This will also limit the risk of stormwater runoff from any established material stockpiles on-site.

2.10 Rock Slope Protection (Chamber of Commerce)

HRS will construct rock slope protection based on final design.

2.11 Rock Slope Protection & Repair (Outfall – Left Bank)

HRS will construct and install rock slope protection and outfall infrastructure at left bank based on final design documents.

2.12 Silt Fence

Silt fence per the design will be installed and maintain as necessary.

2.13 Erosion Control and BMP's

In addition to the proposed silt fence, HRS will install and maintain additional erosion control structures and practices during construction to minimize erosion risk and meet permitting criteria. HRS will have extra BMPs (straw wattles, gravel bags, silt fence, etc.) on-site at all times to stabilize the site quickly in the event of any inclement weather.

2.14 Temporary Irrigation

HRS will install and maintain the temporary irrigation structures to water planted trees, shrubs, and vegetation to ensure success through the plant establishment period. There will be no permanent point of connection for the irrigation system but it will be manually charged as necessary during the maintenance period.

2.15 Seeding

Upon completion of construction activities, HRS will broadcast and or hydroseed area with applicable native grass/forb mixture based on Roseville Municipal Code and permit compliance.

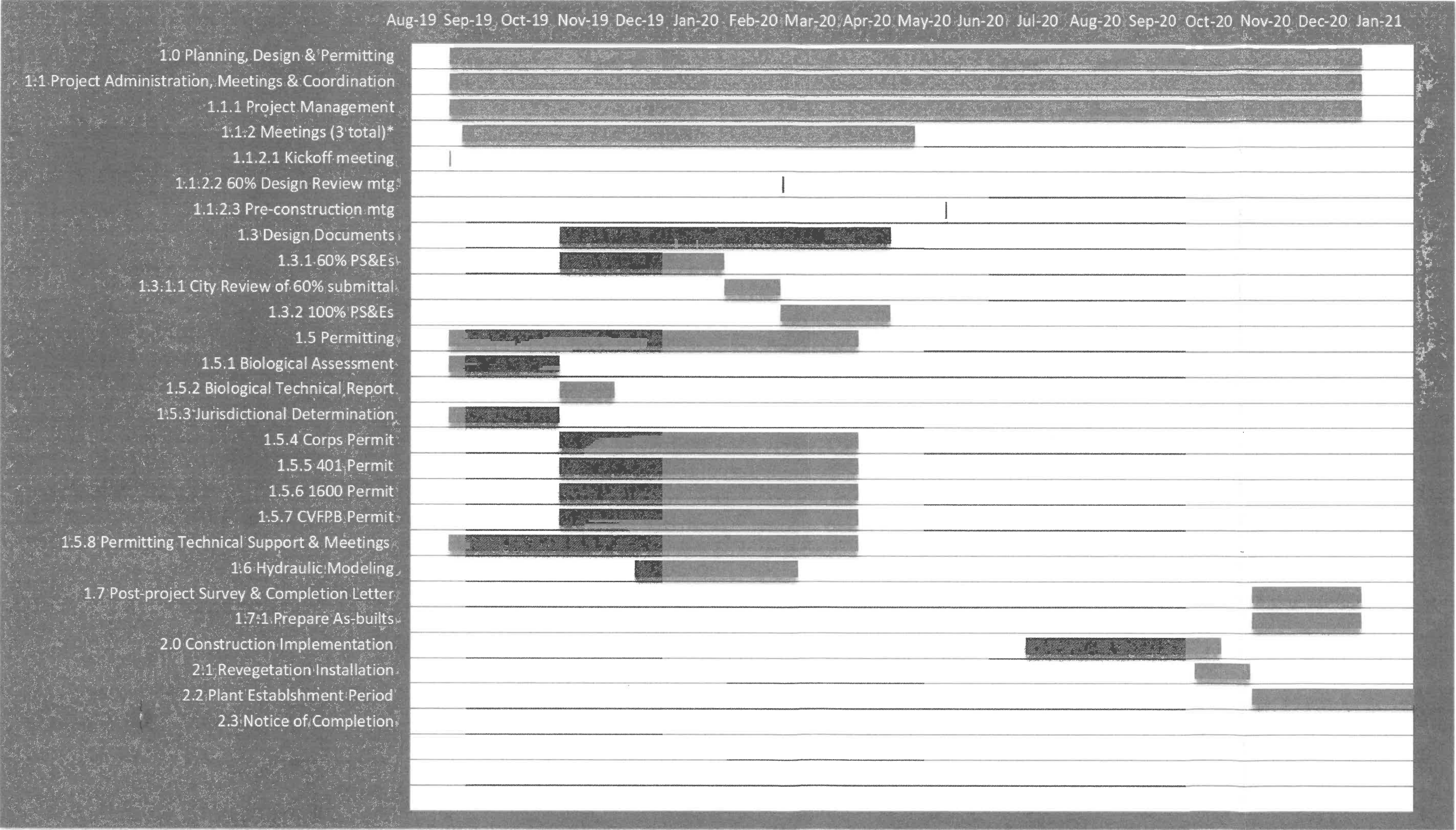
2.16 Revegetation

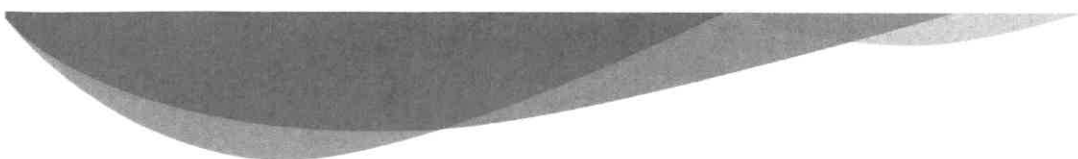
HRS will perform replanting and establishment of the full planting plan to allow for native habitat regeneration and habitat enhancement throughout project site. The Conservation Corps crews will be used as practicable for this task. This task includes the required 120 day plant establishment maintenance period in addition to the initial container plant installation.

2.17 Live Stake Planting

HRS will perform planting of live willow stakes as described in planting plan to ensure native plant regrowth and bank stabilization. The Conservation Corps crews will be used as practicable for this task.

Schedule





TAB F

Cost Proposal

As requested, our Cost Proposal has been submitted in a separate sealed envelope with this Proposal.

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Task	HRS	Dudek	Balance	Total
Planning/Design/Permitting				
Project Administration, Meetings & Coordination	\$ 1,280.00	\$ 4,877.00	\$ 9,120.00	\$ 15,277.00
Design Documents		\$ 25,560.00	\$ 28,315.00	\$ 53,875.00
Permitting		\$ 46,940.00	\$ 8,810.00	\$ 55,750.00
Hydraulic Modeling		\$ 180.00	\$ 10,940.00	\$ 11,120.00
Post-project Survey & Completion Letter		\$ 1,800.00	\$ 7,860.00	\$ 9,660.00
Subtotal Non-Construction	\$ 1,280.00	\$ 79,357.00	\$ 65,045.00	\$ 145,682.00
Construction Costs				
Mobilization/Demobilization	\$ 35,000.00			\$ 35,000.00
Temporary Fence	\$ 2,500.00			\$ 2,500.00
Construction Staking	\$ 5,000.00			\$ 5,000.00
Construction Observation	\$ -	\$ 4,017.00	\$ 10,950.00	\$ 14,967.00
Slope Protection Fabric	\$ 15,000.00			\$ 15,000.00
Clearing and Grubbing	\$ 8,000.00			\$ 8,000.00
Dewatering	\$ 50,000.00			\$ 50,000.00
Excavation/Grading	\$ 25,000.00			\$ 25,000.00
Engineered Fill	\$ 40,000.00			\$ 40,000.00
Rock Slope Protection (Chamber of Commerce)	\$ 183,000.00			\$ 183,000.00
Rock Slope Protection & Repair (At Outfall - Left Bank)	\$ 30,000.00			\$ 30,000.00
Silt Fence	\$ 1,500.00			\$ 1,500.00
Erosion Control and BMPs	\$ 5,000.00			\$ 5,000.00
Temporary Irrigation	\$ 2,500.00			\$ 2,500.00
Seeding	\$ 5,500.00			\$ 5,500.00
Revegetation (120 day PEP)	\$ 10,000.00			\$ 10,000.00
Live Stake Planting	\$ 2,000.00			\$ 2,000.00
Subtotal Construction	\$ 420,000.00	\$ 4,017.00	\$ 10,950.00	\$ 434,967.00
Contingency	\$ 20,000.00		\$ 5,000.00	\$ 25,000.00
Grand Total	\$ 441,280.00	\$ 83,374.00	\$ 80,995.00	\$ 605,649.00

TAB G

Required Statements/Documents

The following is a list of assurance statements required for the proposal:

1. HRS will not substitute designated members of the team without approval by City staff.
2. HRS does not have a conflict of interest with the City.
3. HRS has the ability and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.
4. Nothing contained in the submitted proposal will be proprietary.

Attachment D

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>Dudek</u>
Principal	<u>Edward Armstrong</u>
Address	<u>853 Lincoln Way, Suite 208</u>
City	<u>Auburn</u>
Phone	<u>530. 863.4269</u>
Job capacity	<u>Revegetation Design, Permitting and Biological Monitoring</u>
Percentage of total work	<u>14%</u>
Licenses and numbers	<u>E. Armstrong RLA: CA #4870, OR #717</u>
DIR Contractor Registration Number & Expiration Date	<u>1000007200, June 30, 2022</u>

Company Name	<u>Balance Hydrologics</u>
Principal	<u>David Shaw</u>
Address	<u>12020 Donner Pass Road, Unit B1</u>
City	<u>Truckee, CA 96161</u>
Phone	<u>530. 550.9776</u>
Job capacity	<u>Engineering, H&H, Design</u>
Percentage of total work	<u>13%</u>
Licenses and numbers	<u>E. Ballman PE: #64095, P. Kulchawik PE: #80362</u>
DIR Contractor Registration Number & Expiration Date	<u>1000026440, June 30, 2020</u>

Company Name N/A
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name N/A
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name N/A
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Attachment E**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the Vice President of Habitat Restoration Sciences, Inc. the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 1, 2019 [date], at Vista [city],
California [state].

(Signature of Declarant)

TAB H

Exceptions

HRS does not take any exceptions, alterations or amendments to the Scope of Services or other requirements of the RFP, including the Sample Contract.

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TAB I

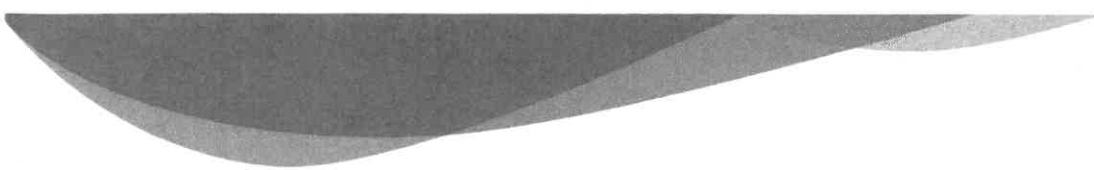
Competency of Proposers

In the past seven years, HRS has not experienced any bankruptcies, stop payment notices, or foreclosures. Similarly, with regards to clients and/or projects over the last seven years HRS has not been involved in any lawsuits, arbitrations, mediations, judgments or any similar actions.

HRS has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. We are a zero-debt company and have the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work. We own over \$3.0 million in specialized restoration equipment which is CARB-compliant and sufficient, adequate and suitable for this project.

We are proud of the services that we offer our clients. HRS has never been terminated from a contract for breach.

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Appendix A

Key Staff Resumes

Kyle Matthews, QAL

Vice President, Senior Project Manager

Kyle Matthews is a biologist and habitat restoration specialist with 8 years' experience working as an environmental specialist on a variety of public and private projects. Mr. Matthews has extensive experience with habitat restoration projects involving sensitive resources, including rare plant species, wetlands habitats, and habitats for endangered wildlife. His experience includes biological monitoring and data collection for a variety of projects, which has involved writing habitat restoration plans, and biological monitoring reports.

Mr. Matthews also has extensive field experience throughout Southern California conducting vegetation mapping of exotic non-native species. Additionally, he has conducted biological monitoring of construction and maintenance projects in environmentally sensitive areas. Mr. Matthews' responsibilities include providing logistical support to both clients and HRS staff and he currently manages over \$8.0 million in habitat restoration and biological resource projects. He meets with clients regularly to discuss project progress and he closely monitors project schedules and budgets.

Design-Build

Design and Installation of Calavera Preserve Palm Grove Removal and Native Plant Restoration, City of Carlsbad, San Diego County, California.

Served as project manager. The HRS design-build team provided services for this Phase I and Phase II project. The 3.630 acre site includes the restoration and enhancement of disturbed riparian scrub.

Phase II began in the summer of 2016 and included the removal of the invasive vegetation including over 100 Mexican fan palm trees and Brazilian peppertrees. Upon completion of the invasive species removal, HRS completed site preparation, which included minor grading to create an additional 0.014 acres of wetland. Container plants and hydroseed were installed in the mitigation area 1 while mitigation areas 2 and 3 are expected to fill in passively due to the dense surrounding native vegetation. The project is currently in the 120-plant establishment period and noticeable native plant growth has been observed by the project biologist.

Walker Preserve Restoration and Monitoring Design Build, City of Santee, San Diego County, California. Served as project manager. HRS and Dudek were selected by the City of Santee to provide design-build services which includes design, restoration, maintenance and monitoring over a 5-year period. The installation work occurred within a 2.5-acre footprint on the preserve's recreational trail. The HRS team removed invasive plant species, installed irrigation and planted native Coastal Sagebrush, Flat-top Buckwheat, White and Black Sage, Laurel Sumac, and Lemonade Berry to restore the area to its natural habitat for a variety of wildlife species as well as provide a buffer to the existing wetland habitats which border the San Diego River.



Kyle Matthews

Education

University of Redlands
BA, Biology, 2010

Certifications/Licenses

Qualified Applicator License (QAL),
No. 126112 Categories B, C, F
10(a)1(a) Threatened and
Endangered Recovery Species
Permit (TE78055B-0)

Professional Affiliations

California Native Grasslands
Association
National Association of Landscape
Professionals

Wetland and Waters Mitigation and Revegetation Program Design-Build Services (Portola), Baldwin & Sons, Orange County, California. Served as office project manager. Mr. Matthews worked directly with the client on invoicing and scheduling of work along with client-requested change orders. HRS and Dudek are providing design/build/maintenance services for this project located in the City of Lake Forest on the Southern California Edison Parcel/Viejo property. Dudek prepared final design and wetland/waters revegetation construction drawings. HRS then implemented the plan while Dudek provided construction monitoring and coordination with the regulatory agencies. Tasks included final design, grading over the combined 2.61 acres of wetland and waters establishment area, including the upland transition areas, planting, irrigation installation, hydroseeding, 120-day plant establishment period and 5-year maintenance. HRS installed 2,729 wetland trees and shrubs, and hydroseeded approximately 193,000 square feet of wetland, transitional, and upland habitat.

82.9-Acre Upper Oso Habitat Restoration Project, City of Rancho Santa Margarita, Orange County, California. Serves as project coordinator. Project includes implementation, monitoring, and maintenance of 66.3 acres of revegetation and 16.6 acres of enhancement of native vegetation including coastal sage scrub, cactus scrub, southern willow/mulefat scrub, scrub oak chaparral/oak woodland, and foothill needlegrass grassland. Planting methods include a combination of over 130,000 container plants and application of seed mixes using plant species palettes that will maximize contiguity with surrounding native vegetation types, species diversity, and habitat values. Work includes: site preparation, planting, and seeding, followed by a 5-year maintenance and monitoring which includes weed control, erosion control, supplemental planting and/or seeding, removal of trash and debris, irrigation management, pest and herbivore control, and fencing and signage maintenance.

Advance Mitigation at Lower Potrero and Mayo Crossing Sites, Newhall Land and Farming, Santa Clarita, California. Serves as project manager. This is a Design/Install/Maintain/Monitor project for both HRS and our parent company, Dudek. This project of 49 acres of compensatory mitigation includes the establishment, rehabilitation and enhancement of 29 acres in the lower Potrero Canyon and 20 acres as Mayo Crossing. Six months prior to the construction period, HRS collected cuttings and seed and propagated materials in our native plant nursery. After the irrigation was in place, over 250,000 plants were installed throughout the project sites. During the 5-year maintenance phase, HRS is responsible for the maintenance and operation of the irrigation system, weed control, erosion control, trash removal, access control, and remedial actions (such as replanting).

Design-Build Services for San Felipe Creek, Santa Clara Valley Habitat Agency, Santa Clara County, California. Serves as project manager. HRS teamed with Balance Hydrologics and Dudek (HRS' parent company) for the design and biological monitoring for this two-phased project. HRS and our teaming partners are providing ongoing program management with the client and project stakeholders to make sure the design documents are technically correct, within budget and schedule parameters. A feasibility study, site maps and conceptual design were approved by the client. The HRS team prepared the design report which included the restoration activities, prepared the technical specifications and assisted the client with regulatory permitting. The construction portion of the project included excavation, grading, bio-engineering construction, re-vegetation, and permanent exclusion fencing.

Streambed Restoration

Truckee River Stabilization and Restoration Project, Tahoe City Public Utility District, Placer County, California. Served as project manager. The HRS team constructed a directed access with signage and restoration to protect and restore approximately 900 lineal feet of stream bank, riparian and wet meadow habitat. This project also provided protection for approximately 2,000 lineal feet of river with the restoration of low floodplain terraces; stream banks, riparian zones and wet meadows.

Truckee Meadows Restoration Project, TRWC, Truckee, California. Served as project manager. To restore hydrology and topography of the original wetland, HRS removed 7,000 cubic yard of fill and dispersed flows. Two

log weir features were installed along with a boulder outflow at the irrigation pond outlets. HRS graded the area to promote appropriate drainage with the stormwater basin and realign and blocked the ephemeral stream channel downstream of the meadow complex. The HRS team also planted native willows, realigned the stream to its natural state, and built a sustainable crossing for the road. A native seed mix was applied to the project site after the construction was complete.

Middle Martis Creek Wetland Restoration, Truckee River Watershed Council, Tahoe, California. Provided project coordination and field support. This project restored flow to the north side of Highway 267 in Tahoe, while maintaining sufficient flow on the south side to sustain existing wetlands and riparian areas. HRS worked closely with the project stakeholders including the Truckee River Watershed Council, Northstar Resorts, Truckee Donner Land Trust, Truckee Tahoe Airport District and the US Army Corps of Engineers on this creek restoration project. HRS constructed a new stream crossing at Martis Estates Road; realigned the channel, graded the site to create 200' of new stream channel and floodplain; placed logs and boulder structures in the restored wetland areas. HRS installed temporary irrigation and native plants with 1-year maintenance services.

Lower Blackwood Creek Habitat Restoration, California Tahoe Conservancy/California Department of General Services, Tahoe, California. Served as project coordinator. The \$1.4 million construction project was designed to restore and improve habitat, water quality, and channel stability for the creek. The project addresses creek realignment incorporating native plant revegetation and biotechnical treatments for enhancing fish and terrestrial habitat and stabilizing creek banks. As the prime contractor, HRS provided management, field direction, and oversight for construction and plant establishment.

Little Truckee River Fish Habitat Improvement, Trout Unlimited, Truckee, California. Served as project coordinator. The HRS was the prime contractor on this marquee project for Trout Unlimited. The key elements of the project included re-introducing large woody debris and boulders; excavating backwater pools for juvenile trout rearing; transplanting willows to provide shade and cover; and adding spawning gravels to help wild trout reproduction. More than 100 logs with rootwads and 250 boulders were implemented on this project. Large sub-rounded boulders were placed within the channel to enhance hydraulic complexity, encourage localized pool generation, and provide velocity shelter for fish migration. The combination of rootwad/boulder/willow structures will dramatically enhance fish habitat by providing refuse, cover, and deep water pools. HRS implemented several techniques for localized clean water diversion and impounding of turbid water from the construction activities.

Prosser Creek Fish Habitat Restoration Project, Truckee River Watershed Council, Truckee, California. Served as project foreman and site coordinator. This project improved instream habitat along approximately 2,500 feet of feet of Prosser Creek below Prosser Creek Dam. Instream habitat was restored through placement of five log structures and four boulder fields. The log structures were constructed at strategic locations along the channel to improve channel complexity, encourage deeper scouring, and create escape cover habitat for fish. The four boulder fields were placed in two locations along the channel to enhance hydraulic complexity, encourage localized bed scour, and provide cover and resting habitat for fish.

Habitat Restoration and Maintenance

Native Plant Habitat Maintenance at South Region Landfills, OC Waste & Recycling, Orange County, California. Serves as project manager. This project provides native plant habitat maintenance services at the South Region Landfills. The maintenance efforts are focused on the 250-acre mitigation area consisting of several habitat types at the Prima Deshecha Landfill. Most mitigation was installed in 2008, with approximately 100 of those acres planted with native vegetation in fall 2015 through spring 2016, including approximately 19 acres of native grassland, 75 acres of coastal sage scrub, and 240 live oak trees. HRS staff performs ongoing weed and invasive eradication and maintenance at these sites to keep these areas in line to meet their performance standards. HRS staff meets regularly with the client to report on the progress of the habitat management sites and they provide recommended activities to aide in the success of the management sites.

Caltrans Habitat Maintenance Contract 11-257164, Bonsall, California. Serves as project manager. HRS is working on establishing existing planting, erosion control, and hydroseeding for the construction zone on state highway SR76 near Bonsall and Fallbrook. As the prime contractor of this project, HRS is providing the following services: construction area signage, traffic control system, job site management, SWPPP, maintaining existing planted areas, plant establishment work, checking and testing existing irrigation facilities, hydroseeding, mobilization, providing a portable message sign, and certifying existing backflow preventers.

As Needed Habitat Management, San Diego County Water Authority, San Diego, California. Served as project and client coordination manager. This as needed Habitat Services contract included multiple high-profile habitat creation, management, and maintenance projects. HRS is performing long-term maintenance on 80 acres of restoration on the temporary impact areas at associated with the dam raise project. Maintenance tasks, which are issued by Task Order, include supplemental planting and seeding, BMP maintenance, weed control, irrigation repairs, manual watering, and trash/debris removal. This restoration work is monitored by the Water Authority to gauge the progress towards meeting the success criteria per the permits from the US Fish and Wildlife Services. The area includes: coastal sage scrub, chaparral, grassland and riparian habitats. The permit for the riparian habitat is through the California Department of Fish and Wildlife.

Canyon Restoration and Wetland Mitigation Project, Santa Barbara County, California. Served as project manager. This project is now in maintenance. HRS provided habitat restoration services at this 16.6 acre project site for a confidential client in the Gaviota area of Santa Barbara County. The work included tree and vegetation clearing; erosion and sediment control that followed the project-specific SWPPP guidelines; site preparation; soil testing; temporary irrigation installation; and planting and seeding. The entire upland habitat restoration area was hydroseeded with mulch and three different coastal sage scrub seed mixtures. HRS followed the agency permits for this project. Safety was a main concern for this client and HRS staff and subconsultants attended over 10 hours of safety training before entering the job site. HRS held daily safety meetings and this safety documentation was provided to the client.

Coyote Canyon Viewshed Tree Replacement and Revegetation, OC Waste & Recycling, Orange County, California. Serves as project manager. HRS was contracted to perform tree replacement and revegetation services for the Coyote Canyon Viewshed in the county of Orange. The project consisted of the removal of existing nonnative viewshed trees and the installation and maintenance of native viewshed trees and understory species. A total of 284 trees were removed and 134 replacement trees were installed. The project met the requirements of the City Fuel Modification Plans and Maintenance Standards for Developments (Standards) and the County Central and Coastal Subregion Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP).

Saddle Crest Habitat Mitigation Project, Rutter Development, Orange County, California. Serves as project manager. Mr. Matthews oversees the budget and scheduling of equipment and staff. This project creates 5.15 acres of streambed and riparian habitat. Expanding the native tree and shrub cover would improve the habitat value by providing a denser, more vertical native canopy to provide higher quality habitat for foraging and nesting wildlife, such as migratory songbirds. Preserving the creek will also benefit raptors as they may use the area for foraging grounds and tall trees for nesting habitat. Additionally, removing the nonnative vegetation enhances the habitat value of the Aliso Creek watershed. The order of work is for HRS to contour new drainage channels to promote and facilitate drainage and prepare the surface soil for seeding and planting. The site preparation includes aggressive weed eradication with a series of grow/kill treatments. A temporary irrigation system will be installed including both drip and overhead spray. The seeding and planting are species that represent the existing native species in the area.

Kevin DiSabatino, QAL

President, Senior Construction Project Manager

Kevin DiSabatino is a senior construction project manager and HRS' president with 24 years' experience specializing in general engineering and habitat construction projects, as well as equipment operation and installation and maintenance of habitat restoration projects throughout California. Mr. DiSabatino is also a licensed A General Engineering Contractor, a Class A driver, and a qualified pest control applicator. As an equipment operator, he is experienced in working within sensitive native habitats, as well as clearing, hauling, and removing large amounts of brush.

In addition, Mr. DiSabatino has experience with soil preparation and soil removal, mowing and tree and shrub removal, grading on steep slopes, operating a wide variety of Caterpillars, and watering with a 2,500-gallon water truck. He has managed the habitat construction and installation of several large-scale projects throughout California including over \$9 million in Design-Build projects along with multiple river restoration projects.

Design-Build

Advance Mitigation at Lower Potrero and Mayo Crossing Sites, Newhall Land and Farming, Santa Clarita, California.

Served as project manager and equipment operator. This is a Design/Install/Maintain/Monitor project for both HRS and our parent company, Dudek. This project of 49 acres of compensatory mitigation includes the establishment, rehabilitation and enhancement of 29 acres in the lower Potrero Canyon and 20 acres as Mayo Crossing. Six months prior to the construction period, HRS collected cuttings and seed and propagated materials in our native plant nursery. The installation of 5,300 lf of 12-inch HDPE fuse weld pipe and an 8" turbo charge agricultural diesel pump to convey water for construction activities and irrigation for the project happened concurrently with the site grading. With grading complete, yelomine pipe irrigation was installed on both the Mayo and Potrero sites. After the irrigation was in place, over 250,000 plants were installed throughout the project sites. During the 5-year maintenance phase, HRS is responsible for the maintenance and operation of the irrigation system, weed control, erosion control, trash removal, access control, and remedial actions (such as replanting).

Walker Preserve Restoration and Monitoring Design Build, City of Santee, Santee, California. Served as supervisor and equipment operator. HRS and Dudek were selected by the City of Santee to provide design-build services which includes design, restoration, maintenance and monitoring over a five-year period. The installation work occurred within a 2.5-acre footprint on the preserve's recreational trail. The HRS team removed invasive plant species, installed irrigation and planted native Coastal Sagebrush, Flat-top Buckwheat, White and Black Sage, Laurel Sumac, and Lemonade Berry to restore the area to its natural habitat for a variety of wildlife species as well as provide a buffer to the existing wetland habitats which border the San Diego River.



Kevin DiSabatino

Certifications/Licenses

Licensed General Engineering and Landscape Contractor A, C-27, No. 842661

Class A Tanker Endorsement CDL

Licensed Pesticide Applicator, No. QAL 32067 (B,C,F)

Professional Affiliations

California Native Grasslands Association

National Association of Landscape Professionals

Design-Build Services for San Felipe Creek, Santa Clara Valley Habitat Agency, Santa Clara County, California.

Serves as project manager. HRS teamed with Balance Hydrologics and Dudek (HRS' parent company) for the design and biological monitoring for this two-phased project. HRS and our teaming partners are providing ongoing program management with the client and project stakeholders to make sure the design documents are technically correct, within budget and schedule parameters. A feasibility study, site maps and conceptual design were approved by the client. The HRS team prepared the design report which included the restoration activities, prepared the technical specifications and assisted the client with regulatory permitting. The construction portion of the project included excavation, grading, bio-engineering construction, re-vegetation, and permanent exclusion fencing.

Wetland and Waters Mitigation and Revegetation Program Design-Build Services, Baldwin & Sons, Orange County, California.

Served as project manager and equipment operator. HRS and Dudek are providing design/build/maintenance services for this project located in the City of Lake Forest on the Southern California Edison Parcel/Viejo property. Dudek prepared final design and wetland/waters revegetation construction drawings. HRS then implemented the plan while Dudek provided construction monitoring and coordination with the regulatory agencies. Tasks include final design, grading over the combined 2.61 acres of wetland and waters establishment area, including the upland transition areas, planting, irrigation installation, hydroseeding, 120-day plant establishment period and 5-year maintenance. HRS installed 2,729 wetland trees and shrubs, and hydroseeded approximately 193,000 square feet of wetland, transitional, and upland habitat.

Cabrillo Business Park Wetland Mitigation Project, Sares-Regis, Goleta, California. Serves as construction manager and equipment operator. The Cabrillo Business Park project is an approximate 92-acre industrial park project located in the City of Goleta. Project includes a combination of 3.27 acres of wetland creation and existing wetlands in the eastern lowlands area. In addition, approximately 4.12 acres of surrounding upland vegetation will be enhanced with the addition of appropriate upland plant species to increase habitat diversity. The site was graded and prepared for planting and seeding. Over 10,400 native plants were installed along with on-grade temporary irrigation. The site is now in its 5-year long-term maintenance associated with the agency permits.

Yosemite Lake Conservation Area, 5G's Corporation, Merced County, California. Served as construction project manager. The HRS team re-established and enhanced the vernal pools and seasonal wetlands at the Yosemite Lake Conservation Area (YLCA). This area is an approximately 397.5-acre site intended to provide a location for wetland and endangered species mitigation and also a commercial habitat conservation bank for remaining preserved lands that are not allocated for mitigation. HRS helped to re-establish (construct) 31.0 acres of vernal pool and swale habitat and 10.8 acres of deep vernal marsh habitat. In addition, HRS was to harvest inoculum from off-site vernal pools and place in the constructed pools to help "kick start" the colonization of vernal pool flora and branchiopod species. HRS was also contracted to provide 3 raptor nest platforms to provide nesting and perching locations for Ospreys. These restoration areas, along with an additional 68.89 acres of habitat enhancement and preservation, account for the 110.69 acres of habitat mitigation.

River and Streambed Restoration

Truckee Meadows Restoration Project, Truckee River Watershed Council, Truckee, California. Served as construction project manager. To restore hydrology and topography of the original wetland, HRS removed 7,000 cubic yard of fill and dispersed flows. Two log weir features were installed along with a boulder outflow at the irrigation pond outlets. HRS graded the area to promote appropriate drainage with the stormwater basin and realign and blocked the ephemeral stream channel downstream of the meadow complex. The HRS team also planted native willows, realigned the stream to its natural state, and built a sustainable crossing for the road. A native seed mix was applied to the project site after the construction was complete.

Lower Blackwood Creek Habitat Restoration, California Tahoe Conservancy/California Department of General Services, California. Served as construction supervisor. The \$1.4 million construction project was designed to

restore and improve habitat, water quality, and channel stability for the creek. The project addresses creek realignment incorporating native plant revegetation and biotechnical treatments for enhancing fish and terrestrial habitat and stabilizing creek banks. As the prime contractor, HRS provided management, field direction, and oversight for construction and plant establishment.

Little Truckee River Fish Habitat Improvement, Trout Unlimited, Tahoe, California. Served as equipment operator. HRS was the prime contractor on this marquee project for Trout Unlimited. The key elements of the project included re-introducing large woody debris and boulders; excavating backwater pools for juvenile trout rearing; transplanting willows to provide shade and cover; and adding spawning gravels to help wild trout reproduction. More than 100 logs with rootwads and 250 boulders were implemented on this project. Large sub-rounded boulders were placed within the channel to enhance hydraulic complexity, encourage localized pool generation, and provide velocity shelter for fish migration. The combination of rootwad/boulder/willow structures will dramatically enhance fish habitat by providing refuse, cover, and deep water pools. HRS implemented several techniques for localized clean water diversion and impounding of turbid water from the construction activities.

Prosser Creek Fish Habitat Restoration Project, Truckee River Watershed Council, Tahoe, California. Served as equipment operator. This project improved instream habitat along approximately 2,500 feet of Prosser Creek below Prosser Creek Dam. Instream habitat was restored through placement of five log structures and four boulder fields. The log structures were constructed at strategic locations along the channel to improve channel complexity, encourage deeper scouring, and create escape cover habitat for fish. The four boulder fields were placed in two locations along the channel to enhance hydraulic complexity, encourage localized bed scour, and provide cover and resting habitat for fish.

Truckee River Stabilization and Restoration Project, Tahoe City Public Utility District, Placer County, California. Served as construction supervisor. The HRS team constructed a directed access with signage and restoration to protect and restore approximately 900 lineal feet of stream bank, riparian and wet meadow habitat. This project also provided protection for approximately 2,000 lineal feet of river with the restoration of low floodplain terraces, stream banks, riparian zones and wet meadows.

Middle Martis Creek Wetland Restoration, Truckee River Watershed Council, Truckee, California. Served as equipment operator. This project restored a flow to the north side of Highway 267 in Tahoe, while maintaining sufficient flow on the south side to sustain existing wetlands and riparian areas. HRS worked closely with the project stakeholders including the Truckee River Watershed Council, Northstar Resorts, Truckee Donner Land Trust, Truckee Tahoe Airport District and the US Army Corps of Engineers on this creek restoration project. HRS constructed a new stream crossing at Martis Estates Road; realigned the channel, graded the site to create 200' of new stream channel and floodplain; placed logs and boulder structures in the restored wetland areas. HRS installed temporary irrigation and native plants with one-year maintenance services.

East Martis Creek Restoration Project, Truckee River Watershed Council, Nevada County, California. Served as equipment operator. This stream restoration project included three restoration areas in the East Martis Creek watershed. The HRS team excavated the south side of the landing while placing and compacting fill on the north side to restore natural grade and reduce hillside hydrology impacts. HRS provided the following services on this project: roadway realignment, installation of rolling dips, salvaged logs, fiber rolls, boulder and rock barriers, and seed and mulch areas, existing road and vegetation preservation, and woodpile distribution. This project also included decommissioning and restoring unused spur roads by decompacting and revegetating with seed and mulch.

Habitat Restoration and Maintenance

Dairy Fork Wetland and Habitat Restoration Project, City of Aliso Viejo, Orange County, California. Serves as construction project manager and equipment operator. HRS is the prime contractor on this project which will naturally treat urban runoff draining from four south Orange County cities and significantly improve water quality in the area. This wetland project, which is part of the South Orange County Watershed Management Area plan, involves building a series of ponds and planting native, ecosystem-friendly plants. When construction of the project is complete next summer, the wetland will be able to reduce pollutants in the water by as much as 99 percent. This multi-jurisdictional wetland project will naturally treat urban runoff from about 1,500 acres of mixed residential and commercial areas within Aliso Viejo, Lake Forest, Laguna Hills and Laguna Woods before it merges with Aliso Creek.

Salt Creek Advanced Mitigation, Newhall Land and Farming Company, Newhall, California. Serves as construction project manager and equipment operator/supervisor. HRS is currently performing multiple mitigation projects as part of the combined mitigation effort for the Mission Village Phase 1 development. The cumulative 75+ acre project include two oak restoration sites, a coastal sage scrub (CSS) mitigation site with a focus on the slender mariposa lily restoration, and a creek enhancement area. Tasks performed on these projects includes: grading, soil preparation, fence installation, irrigation installation and maintenance, weed control, rare plant salvage and translocation, planting, seeding, and long-term maintenance.

Spineflower Preserve Enhancement, Five Point Land, LLC, Newhall, California Serves as construction project manager and equipment operator. HRS is currently managing four Spineflower enhancement preserves that total 36 acres. Services include Spineflower soil salvage/storage, grading for road restoration, soil ripping, top-soil salvage and placement, fence installation, weed control, native seed application, and long-term maintenance. Additional tasks included seeding test trials and Spineflower introductions in off-site areas in coordination with the project biologists.

Pacifica San Juan Habitat Restoration, Taylor Morrison California Services, Inc., Irvine, California. Serves as construction project manager. HRS is providing native habitat installation and maintenance for two (2) separate parcels, an approximately 9.6-acre On-Site Mitigation Property and an approximately 33.2-acre Off-Site Mitigation Property. Work includes initial biomass removal of non- native species; micro-grading and site preparation; erosion control and installation and maintenance of other required best management practices ("BMPs"); ongoing weed control; design, permitting, and installation of the required irrigation systems; preparation and permitting of the required planting plans; installation of container plants and hydroseeding; and remedial planting/seeding. HRS' in-house landscape architect designed the temporary irrigation system for this project.

Maintenance and Remedial Planting for the 2C Ranch/Trabuco Creek Habitat Restoration Project, City of San Juan Capistrano, California. Served as equipment operator. This 54-acre project site consists of 40 upland/CSS acres and 14 riparian acres. The topography ranges from steep to flat and is highly invaded by artichoke thistle and mustard. HRS provided aggressive weed maintenance along with irrigation installation and maintenance to provide proper irrigation coverage for the 20,000 plants installed on this site. In addition, HRS provided remedial planting and seeding necessary to achieve Success Criteria and any other measures as needed to obtain final acceptance and sign-off by the Resource Agencies. HRS' field direction with regard to location of the plant species and seed mixes led to the greatest long-term success for the project. Additionally, HRS managed the water usage throughout the site to optimize budget while still providing the site with all the necessary amount of water for the plant and seed germination to be successful.

Peter Lujan

Restoration Foreman

Mr. Lujan has over 10 years' experience in habitat restoration. He is an expert in the planting and irrigation installation techniques of habitat restoration projects. He serves as a Restoration Foreman and has participated in many large irrigation, planting and maintenance projects. Mr. Lujan can quickly recognize problems with plant health and/or irrigation issues and remedy the situation. He is able to identify and avoid sensitive species and areas during routine maintenance activities.

Project Experience

Design-Build Services for San Felipe Creek, Santa Clara Valley Habitat Agency, Santa Clara County, California.

Serves as foreman for the plant installation and maintenance for this design/build project. HRS teamed with Balance Hydrologics and Dudek (HRS' parent company) for the design and biological monitoring for this two-phased project. The HRS team prepared the design report which included the restoration activities, prepared the technical specifications and assisted the client with regulatory permitting. The construction portion of the project included excavation, grading, bio-engineering construction, re-vegetation, and permanent exclusion fencing.

Robla Creek Woodland Mitigation, Sacramento Area Flood Control Agency, Sacramento, California. Serves as foreman. The goal of this mitigation construction project is to increase structural diversity and improve habitat functions and values in this open space corridor. HRS provided the following services for this native grassland project: site preparation including pre-seeding and pre-planting weed management, deep ripping and disking of the site, weed control, chain link fence and gate installation, container planting, planting with native riparian trees and shrubs, irrigation installation and operation including reactivating an existing well, and seeding native perennial grasses and forbs.

Truckee Meadows Restoration Project, TRWC, Truckee, California. Served as project foreman. To restore hydrology and topography of the original wetland, HRS removed 7,000 cubic yard of fill and dispersed flows. Two log weir features were installed along with a boulder outflow at the irrigation pond outlets. HRS graded the area to promote appropriate drainage with the stormwater basin and realign and blocked the ephemeral stream channel downstream of the meadow complex. The HRS team also planted native willows, realigned the stream to its natural state, and built a sustainable crossing for the road. A native seed mix was applied to the project site after the construction was complete.

Bay Point Vegetation Management, East Bay Regional Park District, Oakland, California. Served as foreman. HRS was contracted by the East Bay Regional Park District to provide maintenance services and invasive weed control at the Bay Point Park project site. HRS provided the following services: cutting and herbicide stump-treatment of weeds such as Coyote brush, mowing of non-native annual grasses prior to seed set, excavation of pampass grass along the future spur trail, mowing, line trimming, or hand pulling levee bank weeds, ice plant removal, cutting re-sprouts of perennial weeds such as fennel, harding grass and blackberry, cutting and bagging of seed heads from Harding grass, herbicide treatment of artichoke thistle, giant reed, yellow starthistle, perennial pepperweed, mustards and dock, mowing 30+ acres to reduce biomass and fuels, and periodic herbicide treatment of late season perennial weed re-growth such as fennel, blackberry, and mustard.

Yosemite Lake Conservation Area, 5G's Corporation, Merced County, California. Served as foreman. The HRS team re-established and enhanced the vernal pools and seasonal wetlands at the Yosemite Lake Conservation Area (YLCA). This area is an approximately 397.5-acre site intended to provide a location for wetland and endangered species mitigation and also a commercial habitat conservation bank for remaining preserved lands that are not allocated for mitigation. In 2016, HRS was contracted to re-establish (construct) 31.0 acres of vernal pool and swale habitat and 10.8 acres of deep vernal marsh habitat. These restoration areas, along with an additional 68.89 acres of habitat enhancement and preservation, account for the 110.69 acres of habitat mitigation.

Hessel Creek Riparian Mitigation Project, County of Sonoma, Sonoma, California. Served as foreman. The goal of this project is to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization through riparian and in-stream enhancement of the creek's 4.51 acres area of bed and banks, including along a 2,623 ft reach of Hessel Creek. HRS is providing the following services for this low gradient, alluvial fan creek channel project: BMP installation/protective fencing; site prep; grade staking; in-stream enhancement work: bank laybacks to prevent/reduce erosion, erosion control blanket and coir roll installation; dust abatement; staging area stockpile spreading; native seed installation on graded banks; willow cutting and mat installation; hydroseeding; and SWPPP.

Champlin Creek Planting, Caltrans, Sonoma County, California. Served as foreman. Mr. Lujan provided long term maintenance and establishment of created habitat. He performed replacement planting, weed control activities, and irrigation system maintenances.

Murphy Slough Habitat Restoration Project, Army Corps of Engineers, Butte County, California. As Restoration Foreman for habitat management and irrigation maintenance of approximately 16,000 plants, Mr. Lujan provided long term care and establishment for approximately 16,000 plants. The habitats included oak woodland and riparian. Invasive weed control of arundo donax was also required.

Lower American River Bank Stabilization Project, Sacramento County Area Flood Control Agency (SAFCA), Sacramento County, California. Served as foreman. During the project he performed replacement planting, weed control activities and irrigation system maintenance. On this project he worked around established elderberry plants.

Bufferlands Restoration Project, Army Corps of Engineers, Sacramento, California. Mr. Lujan was Restoration Foreman for the maintenance activities for the successful establishment of 200 acres of restoration habitats including emergent marsh, SRA, oak savanna, oak woodland, riparian vegetation, and native grasslands. Other habitats features included underwater woody material and 54 terrestrial nesting boxes.

On-Call Habitat maintenance Services, East Bay Regional Park District, Oakland, California. Serves as foreman. HRS is providing on-call habitat maintenance services for grassland, scrub, ponds and wetland areas in the East Bay Regional Park District. Work includes herbicide application, removing targeted weeds by hand and mechanical methods, and replanting/re-seeding native plants. The East Bay Regional Park District (EB Parks) is responsible for the long-term care and establishment of created and restored habitats of threatened and endangered (T&E) species on seven different East Bay open space areas. The project areas range in size from 5 acres to 150 acres and the total project area is 319 acres.

Fisherman's Lake Marsh Complex Maintenance, The Natomas Basin Conservancy, Sacramento, California. Serves as foreman. HRS is providing site management and maintenance for the SAFCA Fisherman's Lake Properties. These areas contain approximately 49.08 acres of upland grassland, 11.47 acres of upland and seasonal side-slopes, and 37.5 acres of open water channel, 37.7 acres of tule bench and seasonal wetland habitat, and approximately 14 acres of graveled access roads. HRS is providing water management by controlling the levels of weir gates, weir board replacement, operation of water wells, and coordination with the Natomas Central Mutual

Water Company. Project includes beaver management and non-native fish are also being managed by dewatering the aquatic habitat within the wetland cells.

Wetland Pond Rehabilitation at Altamont Landfill, Waste Management, Inc., Alameda County, California. Serves as foreman for this project now in maintenance. HRS installed a round-the-clock dewatering system to dry the wetland out prior to excavation activities. Once dried, HRS completed sediment removal and contoured the basin back to as-built conditions, rehabilitated the rock inlet and outlet features, installed the new perimeter fencing and gate, and installed seasonal BMP's. HRS then installed a temporary on-grade automatic irrigation system and wetland plugs and placed the seed mixes via hand broadcasting or by hydro-seeding, and hydro-mulched disturbed areas as necessary. HRS is providing plant establishment maintenance through five (5) growing seasons post construction.

Oak Planting Services at the Napa Quarry Project Site, Syar, Napa County, California. Served as foreman. HRS prepared the site with soil amendments and installed 200 oak trees and shrubs with gopher cages, pig and deer tree protection cages. A temporary irrigation system was installed and HRS provided maintenance at the site. As-built drawings were provided to the client.

Burke's Goldfields Habitat Enhancement Project, County of Sonoma, Sonoma, California. Serves as project foreman. HRS constructed three swales between existing vernal pools to alter the elevation of ponded water in the wetlands. The enhancement to the vernal pools will ultimately provide suitable habitat for Burke's Goldfield, a state- and federally listed (endangered) species. HRS installed erosion control measures prior to soil disturbance. Topsoil was stripped from the work area and stockpiled for reapplication. When grading of the swales was completed, topsoil was reapplied over the graded surface to provide a seed source for vegetation establishment and soil stability.

Lorenz Gulch Site Rehabilitation Project, TL Peterson Inc., U.S. Bureau of Reclamation and Trinity River Restoration Program, Trinity County, California. Served as foreman and aided the revegetation of 10 acres of riparian, wetland, and upland plant communities utilizing micro-site conditions to plan plant layout and irrigation design. Directed the design, installation, and operation of a solar powered irrigation system to ensure success of plant establishment. Responsible for tracking project progress, budgeting, and coordinating materials purchases and deliveries. Coordinated actively with the prime contractor, regarding grading operations, willow clump salvage, and revegetation activities.

Pinole Shores Planting and Maintenance Services, East Bay Regional Parks District, Contra Costa County, California. Serves as foreman for this project. HRS planted live oak and California buckeye seedlings (collected locally) along with 5 gallon and 15 gallon native container plants and shrubs at this project site. Gopher cages were installed as directed by the project biologist. HRS installed temporary fencing and gates around the planted areas to help with plant establishment. HRS is maintaining this site for one year.

Pacifica San Juan Habitat Restoration, Taylor Morrison Services, Inc., San Juan Capistrano, California. Serves as foreman. HRS is providing native habitat installation and maintenance for two (2) separate parcels, an approximately 9.6-acre On-Site Mitigation Property and an approximately 33.2-acre Off-Site Mitigation Property. Work includes initial biomass removal of non-native species; micro-grading and site preparation; erosion control and installation and maintenance of other required best management practices ("BMPs"); ongoing weed control; design, permitting, and installation of the required irrigation systems; preparation and permitting of the required planting plans; installation of container plants and hydroseeding; and remedial planting/seeding. HRS' in-house landscape architect designed the temporary irrigation system for this project. Mr. Lujan aided in the installation of over 20,000 plants along with several miles of temporary irrigation.

Coyote Hills Vegetation Management, East Bay Regional Parks District, Oakland, California. Serves as project foreman. This vegetation test plot project includes maintenance services of various activities, including: mowing; invasive weed control; watering and replanting at the Coyote Hills Park project site.

Bioregional Habitat Restoration, San Antonio Creek, San Francisco Public Utilities Commission, Alameda County, California. Served as project foreman and aided in the establishment of 300,000 native plants on 204 acres of various habitats that include: Wetlands, Seasonal Wetlands Willow Riparian, Central Coast Scrub, Sycamore Riparian, Native Grasslands, Oak Riparian and Oak Woodland Habitats. Responsibilities included weed and wildlife management including the creation of an integrated pest management plan for the site, developing an appropriate irrigation regime for the establishment of native riparian plants on the levees, weed and invasive species management, and addressing damages to the project site caused by wildlife. He has facilitated the implementation of disease control by solarisation, and directing crews to sterilize all equipment, tools, and clothing coming onto the site and departing.

Tree Maintenance at the Kinder Morgan Holt Phytoremediation Project, Jacobs, Holt, California. Serves as foreman. HRS provides 8 maintenance site visits during the peak growing season of June through October to ensure vital plant growth. The work includes repairing and operating the irrigation system to water plants, providing weed control for fire suppression, maintaining plant cages by evaluating each tree and protection cage for long-term care, and fertilizing plants in targeted areas within the Kinder Morgan Holt Phytoremediation project.

Summary of Experience

Mr. Ballman is a leader in applying innovated solutions modeling the movement of water – in streams, rivers, and wetlands – relative to ecological function. Mr. Ballman regularly works with multiple-stakeholders on restoration projects and is known for successfully navigating permitting needs and facilitating collaboration amongst stakeholders. He leads the technical direction of Balance's 1D and 2D modeling efforts for fluvial and floodplain restoration projects, this work may include alternative analysis, modeling shear stresses, fish passage, depth analysis – relative to habitat needs, sediment studies, and water quality. Additionally, Mr. Ballman leads Balance's model calibration program – integrating real-time flow and sediment measurements for model calibration and verification. He also directs the development of complex plansets for stream, floodplain, and wetland restoration design including structural and biotechnical approaches. Lastly, he prepares floodplain analyses including LOMRS, CLOMRs and related documents supporting wetland and habitat restoration permitting.

Responsible for the development and application of computer models to all levels of water resource problems. Directs Balance's efforts in the fields of urban stormwater management including mitigating impacts related to both quantity and quality, and carries out statistical analyses of hydrologic data to support current design work. Prepares floodplain analyses including LOMRS, CLOMRs and related documents supporting wetland and habitat restoration or permitting. Assists in channel-stability and stream restoration efforts. Supports stream gaging, well-monitoring and other hydrographic functions performed by Balance.

Relevant Experience

San Felipe Creek Restoration, Santa Clara Valley Habitat Agency, Santa Clara County, California. Mr. Ballman was the principal engineer for this design-build project where Balance developed restoration plans and is providing construction guidance and field-fitting to the contractor during construction of the selected restoration alternatives along San Felipe Creek within Joseph D. Grant County Park.

Truckee River First Four Mile Bank Stabilization and Habitat Enhancement, Placer County, California. Mr. Ballman principal engineer reviewer for a series of bank stabilization treatments that also enhance aquatic habitat and refocus recreation access. The first four miles of the Truckee River downstream of Lake Tahoe is heavily used for recreation because of its gentle gradient, clear blue water, proximity to a major highway and trails, and the surrounding scenic canyon. Over the years, banks have become severely eroded from trampling by river and trail users.

Arcade Creek Park LOMR, City of Citrus Heights, Sacramento County, California. Mr. Ballman was the principal-in-charge and lead engineer for this project where he prepared the Conditional Letter of Map Revision (CLOMR) with FEMA, and a Letter of Map Revision (LOMR) for the restored project.

Burke Creek Restoration Design, Douglas County, Nevada. Mr. Ballman was the principal engineer reviewer for the development of construction documents to

EDWARD D. BALLMAN, P.E.

Principal Engineer



Education:

M.E., Environmental Water Resources, Department of Civil and Environmental Engineering, University of California at Berkeley, 1998

B.Ch.E., University of Minnesota, 1982

Registered Professional Engineer:

California #64095

Certified Professional in

Stormwater Quality: CPSWQ
#0379

Professional Affiliations:

Floodplain Management Association
American Society of Civil Engineers



improve sediment transport dynamics and flood hydraulics for Burke Creek, a tributary to Lake Tahoe. The project aims to improve water quality in Lake Tahoe by enhancing sediment retention on the floodplain and stabilizing headcuts. Design plans for Phase 1 were completed in winter 2016.

Elizabethtown Meadow Trail and Drainage Restoration, Placer County, California. Mr. Ballman principal engineer reviewer for the development of design plans and hydraulic model reviewer to support the design of the Elizabethtown Meadow Trail. For larger drainage crossings, hydraulic models were built to ensure crossings completely span regulatory flood zones. Design plans are complete, and construction is scheduled for summer 2016.

Middle Martis Creek Wetland Restoration, Placer County, California. Mr. Ballman principal engineer reviewer on an interdisciplinary team of engineers, geologists, fish biologists, watershed scientists, and landscape architects involved in the restoration design for wetlands surrounding Middle Martis Creek. The project aimed to restore a once thriving wet meadow system whose historic drainage patterns have been severed by a major highway, thereby cutting off the supply of groundwater to the meadow.

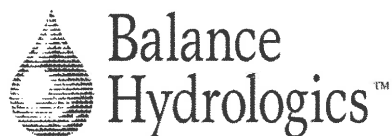
Martis Watershed Assessment, Placer and Nevada Counties, California. As Principal Engineer for this watershed-scale assessment and planning project, Mr. Ballman coordinated modeling activities to characterize a wide-range of stream flows for Martis Creek and its major tributaries. The work supported, and was informed by, concurrent channel and floodplain assessments implemented to identify key hydrologic and geomorphic factors impacting enhancement projects throughout the watershed. Staff under Mr. Ballman's direction prepared calibrated models, based on existing U.S. Army Corps of Engineers models using a comprehensive GIS platform. This work product allowed model output and flood risk information to be cataloged and analyzed in the same geographic context as other watershed parameters such as land-use, vegetative cover and erosion potential that are key components of risk-based flood flow estimation.

Restoration Design and Construction Document Preparation for the South Fork Sprague River Restoration, Klamath County, Oregon. Working for the U.S. Fish and Wildlife Service, served as Principal Engineer for design and construction document preparation for restoration of approximately 3 miles of channel and floodplain on the South Fork Sprague River and Fish Hole Creek. Restoration design included removal of two irrigation removal dams and naturalization of previously straightened channel reaches to restore connectivity with enhanced floodplain areas. All designs included detailed hydraulic modeling of flood events, irrigation flows, and fish passage flows with particular emphasis on enhancing habitat for threatened trout and sucker species.

Stevens Creek Restoration at Blackberry Farm, City of Cupertino, Santa Clara County, California. Principal Engineer for restoration of a section of Stevens Creek. Included removal of two significant fish passage barriers and restoration of a geomorphically appropriate channel within a popular park setting. Construction included innovative material handling and specifications to allow construction of riffle and pool morphology to maximize fishery habitat with minimal material. Multiple Award-winning project.

Van Norden Dam Hydrologic and Hydraulic Evaluation, Soda Springs, Nevada County, California. Mr. Ballman principal engineer reviewer for multiple modeling efforts to evaluate potential impacts along the South Yuba River from lowering or complete removal of Van Norden Dam. Aside from assessing how a new dam configuration would affect public safety, he developed a novel modeling workflow to simulate how dam removal concurrent with meadow restoration could maintain flood control benefits currently offered by the dam.

UC Davis - Tahoe City Hatchery Wetland Restoration Design, Placer County, California. Mr. Ballman served as Lead Engineer for design and subsequent construction document preparation for bank wetland restoration and enhancements associated with rehabilitation of the Tahoe City Hatchery, part of the UC Davis Tahoe Environmental Research Center.



Summary of Experience

Mr. Kulchawik is a professional engineer with an interdisciplinary background in restoration design, surface water hydrology and hydraulics, geomorphology, and stream ecology. He applies his diverse background in fluvial systems to address the underlying processes affecting river health. He is experienced in a wide range of hydraulic and hydrologic modeling platforms geared toward physical habitat simulation, sediment transport and scour analyses, FEMA floodplain mapping, dam break simulations, design feasibility assessments, and stormwater management plans. In addition to preparing construction documents and technical reports, Mr. Kulchawik is closely involved in data collection and field reconnaissance efforts. He provides field engineering support and construction oversight during restoration implementation.

Relevant Experience

Upper Truckee River and Marsh Restoration Project, El Dorado County, California. Mr. Kulchawik co-authored the hydrotechnical basis of design report for the Upper Truckee River and Marsh Restoration Project. This effort began with a review of more than 20 years of planning and analysis documents on restoration of the Upper Truckee River. From there, data gaps were identified, and additional technical studies and field investigations were completed. Mr. Kulchawik's contributions to the report included sediment transport modeling, geomorphic mapping, sediment sampling, and alluvial channel design. The report was completed in 2017 (including conceptual design plans) and construction is anticipated for 2020.

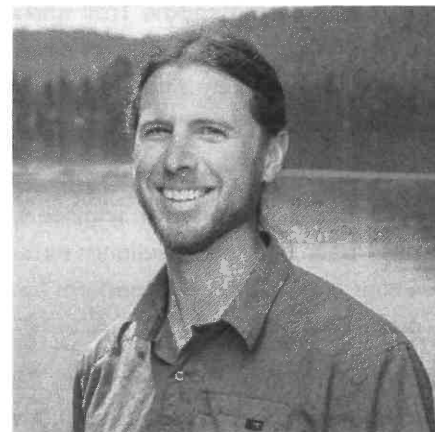
Truckee Wetlands Restoration Design, Placer County, California. Mr. Kulchawik was the Lead Engineer in developing construction documents to restore hydrologic processes in the Truckee Wetlands Complex. Restoration design elements focused on enhancing sediment retention, reducing erosion, and increasing riparian and wetland habitat. The wetland is located in a high-profile site in central Truckee, so connecting the community to the wetland through outreach efforts and interpretive signage was an important project element. Construction of Phase 1 was completed in 2017 and Phase 2 is scheduled for summer 2018.

Squaw Meadow Restoration Design, Placer County, California. As a continuation of the restoration design for the Squaw Village reach of Squaw Creek, Balance is assisting Friends of Squaw Creek and Trout Unlimited in advancing conceptual designs for Squaw Meadow to implementation-level documents. Mr. Kulchawik is serving as the Design Engineer and Lead Hydraulic Modeler in developing a final restoration design. This process will require working with a diverse group of stakeholders to arrive at a unified vision for how to address ongoing channel incision and degradation of aquatic habitat throughout the meadow. As part of this effort, Mr. Kulchawik developed a 2D hydraulic model to test the efficacy of the restoration design against project goals, as well as to communicate to stakeholders how the design will alter flow patterns and flood dynamics.

Bear Creek Restoration Design, Placer County, California. Mr. Kulchawik is the Lead Engineer and Hydraulic Modeler for restoration project on the Bear River,

PETER KULCHAWIK, P.E.

Civil Engineer/Hydrologist



Education:

M.S., Civil Engineering, Colorado State University, 2012

B.S., Civil Engineering, Ohio State University, 2006

Registered Professional Engineer:

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Nevada #22983

Professional Affiliations:

American Society of Civil Engineers

Nevada Water Resources Association

Tahoe-Truckee Engineer's Association

the primary drainageway for the Alpine Meadows Ski Area. Working with Balance geomorphologists and geologists, Mr. Kulchawik developed a restoration design that addresses channel impairments (primarily, vertical incision) caused by urbanization of the watershed. A major design element is large woody debris structures, which will have been designed with no mechanical anchoring (e.g. cabling). Construction is scheduled for 2019.

Burke Creek Restoration Design, Douglas County, Nevada. Mr. Kulchawik developed construction documents to improve sediment transport dynamics and flood hydraulics for Burke Creek, a tributary to Lake Tahoe. The project aims to improve water quality in Lake Tahoe by enhancing sediment retention on the floodplain and stabilizing headcuts. Design plans for Phase 1 were completed in 2016. Mr. Kulchawik led the preparation of Phase 2 plans and provided construction oversight in summer 2017.

Truckee River First Four Mile Bank Stabilization and Habitat Enhancement, Placer County, California. Mr. Kulchawik served as Project Manager and Lead Designer for a series of bank stabilization treatments that also enhance aquatic habitat and refocus recreation access. The first four miles of the Truckee River downstream of Lake Tahoe is heavily used for recreation because of its gentle gradient, clear blue water, proximity to a major highway and trails, and the surrounding scenic canyon. Over the years, banks have become severely eroded from trampling by river and trail users. The design relied solely on natural materials endemic to the system so as not to detract from the user, experience. Mr. Kulchawik oversaw construction in the fall 2016.

Elizabethtown Meadow Trail and Drainage Restoration, Placer County, California. Mr. Kulchawik was the Engineer and Lead Hydraulic Modeler to support the design of the Elizabethtown Meadow Trail. Results from a GIS analysis of drainage patterns were used to inform the design of the trail through a sensitive meadow area. For larger drainage crossings, hydraulic models were built to ensure crossings completely span regulatory flood zones. Design plans are complete, and construction was completed summer 2016.

Middle Martis Creek Wetland Restoration, Placer County, California. Mr. Kulchawik served as the Design Engineer on an interdisciplinary team of engineers, geologists, fish biologists, watershed scientists, and landscape architects involved in the restoration design for wetlands surrounding Middle Martis Creek. The project aimed to restore a once thriving wet meadow system whose historic drainage patterns have been severed by a major highway, thereby cutting off the supply of groundwater to the meadow. Mr. Kulchawik prepared the engineering plans and specifications, built hydraulic models to support design elements, and oversaw construction in fall 2016.

Dry Creek Restoration and Culvert Replacement, Elko County, Nevada. Mr. Kulchawik is serving as the Lead Engineer and Lead Hydraulic Modeler for two restoration projects on Dry Creek, a headwater stream of the Columbia River Basin. Mr. Kulchawik led the topographic survey effort to prepare basemaps for both projects. The first project will replace an existing fish barrier culvert with a bottomless culvert and re-align Dry Creek in the vicinity of the culvert to restore longitudinal connectivity for redband trout; this project will be completed on a traditional design-bid-build basis. The second project will restore a channel reach impacted by mining activity by removing mining waste rock and implementing a series of step-pools that are passable for redband trout; the second project will be completed on a design-build basis.

Mainstem Martis Creek Restoration Conceptual Design and Feasibility Study, Placer County, California. Mr. Kulchawik worked on a team of geomorphologists, engineers, and botanists to develop a suite of restoration treatments for the mainstem of Martis Creek. A major part of this effort included developing a hydraulic model to highlight locations where restoration treatments would have the most significant effect on meadows throughout Martis Valley, and conversely, what locations would benefit little from restoration. The study resulted in two design alternatives for further consideration by stakeholders.

Squaw Creek Restoration, Squaw Valley Specific Plan, Placer County, California. Mr. Kulchawik participated in development of a floodplain restoration design for Squaw Creek and developed a 2D hydraulic model to illustrate how the project would increase aquatic habitat suitability for specific listed species. Mr. Kulchawik also developed an algorithm to post-process model output to identify potential problem areas for fish passage as well as scour and filling in the restoration design.

Carmel River Bank Stabilization at Rancho San Carlos Road, Monterey County, California. Mr. Kulchawik was the Lead Engineer and Hydraulic Modeler for a bank stabilization project on the Carmel River. The design addressed the geomorphic characteristics of the site by maintaining as wide a channel corridor as possible and utilizing materials native to the site. As the same time, it was critical for the design to address constraints typical of working in a highly-developed riparian corridor, including alteration of flood hydraulics and avoiding sensitive cultural resources. Construction is scheduled for summer 2018.

Summary of Experience

Mr. Shaw is Principal-in-Charge of the Balance Truckee Office and oversees work in the Sierra Nevada and Great Basin Geomorphic Provinces, while still playing a role on restoration projects located throughout California. He applies his expertise in the investigation of wetlands, groundwater and stream systems through field monitoring, numeric modeling, and watershed analysis. He also develops and implements basin-wide studies to evaluate and characterize surface and groundwater interactions, water quality trends, channel morphology, and water budgets to aid in water supply planning, habitat conservation, and watershed management. Through comprehensive landscape analyses, he links management and policy actions to wetland and channel habitat conditions and uses findings to assist planners and land managers in adapting strategies to meet site and watershed-specific conditions. With his broad range of experience, Mr. Shaw develops practical and effective conceptual restoration designs, grading plans, and construction documents for a variety of planning and restoration applications and works successfully with communities and multi-disciplinary stakeholders.

Relevant Experience

Truckee River First Four Mile Project, Placer County, California. Principal-in-Charge and Design Geomorphologist. Mr. Shaw provided geomorphic design guidance for bank stabilization and floodplain restoration elements along the Truckee River between Tahoe City and Alpine Meadows. The projects were initially conceived as part of the Placer Counties Truckee River Corridor Access Plan and are associated with trail and highway access improvements being implemented by the Tahoe City Public Utility District (TCPUD). Development of Plans, Specifications, and Cost Estimates has required close collaboration with the TCPUD and its engineers and includes use of bio-engineered structures for bank stability, river access points, and aesthetics.

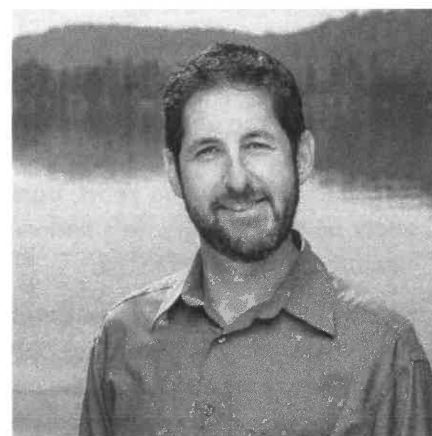
Upper Truckee Marsh Restoration Design, South Lake Tahoe, El Dorado County, California. Mr. Shaw is the principal-in-charge for this keystone restoration project led by the California Tahoe Conservancy. The Upper Truckee Marsh's flat expanse serves as the last defense and natural filter of the Upper Truckee River, cleansing the river water before it enters Lake Tahoe. Due to land development since the 1800s, the Upper Truckee River was channelized through Lake Tahoe's largest delta and marsh complex, which resulted in most of the marsh being dewatered, eroded, or obliterated. Balance is co-leading the design effort, outlining the hydrotechnical basis of design for review by a diverse panel of experts, and working to help develop appropriate restoration effectiveness monitoring metrics.

Middle Martis Wetland Restoration, Nevada County, California. Mr. Shaw led the design of this wetland and meadow restoration project. Working closely with the Truckee River Watershed Council and multiple stakeholders the team developed a design concept that promotes alluvial fan functions while protecting existing transportation infrastructure. The design included returning flows to drier areas of

DAVID SHAW, P.G., A.S.L.A.

President / CEO and

Principal Hydrologist/Geologist



Education:

M.L.A., Environmental Planning,
University of California, Berkeley,
2005

B.S., Geology (Concentration in
Water Resources), University of
Vermont; 1997

Licensed Professional Geologist:

California #8210

Professional Affiliations:

Society of Wetland Scientists

California Society for Ecological
Restoration (Past President, Board of
Directors)



the alluvial fan and meadow, removing historical features that have re-routed dominant streamflow patterns, enhancing channel avulsion and sediment deposition functions. Mr. Shaw led the design team through completion of final design plans, specifications, and cost estimates, and assisted the watershed council in putting the project out to bid and reviewing bids. The project was completed in 2016, just prior to the historic winter and high flows of 2017 and has achieved the goals and objectives developed by the stakeholder group.

Martis Watershed Assessment, Truckee River Watershed Council, Placer and Nevada Counties, California. Mr. Shaw led a multi-disciplinary team in assessing watershed conditions, historical and present-day disturbances, and wetland and stream restoration opportunities in the Martis Watershed. The project approach took advantage of the many environmental and related studies that have already been carried out in the watershed, and supplements those studies with a comprehensive field investigation to verify and relate those studies to watershed-wide disturbance trends. The project team then collaboratively developed a watershed-wide list of potential treatments, forest management approaches, and restoration strategies to restore water quality controls, water storage capacity, flood control benefits, and habitat benefits associated with undisturbed wetlands and streams.

Perazzo Meadows Restoration Hydrology Evaluations, USFS Tahoe National Forest and Truckee River Watershed Council, Sierra County, California. Mr. Shaw developed and is implementing a comprehensive monitoring program in the Upper Little Truckee Watershed to quantify the beneficial effects of meadow restoration on habitat, water quality, and water supply. The impetus of this project was a water rights dispute; data collection and reporting are used to document the availability of streamflow to downstream water users. The program began in 2009 and includes point piezometers equipped with continuous water-level recorders, stream stage-monitoring stations, and six streamflow gaging stations. The program is designed to document and compare pre- and post-restoration groundwater-stream interactions, water table fluctuations, and water storage response to 'plug and pond' restoration activities implemented by the Tahoe National Forest. Results have been presented at several conferences and are contributing to Sierra-wide assessments of the potential changes in water storage, groundwater recharge, and late summer baseflow that may be achieved through subalpine and alpine meadow restoration.

East Fork Carson River at Virginia Rocky Diversion Dam Bank Stabilization, Douglas County, Nevada. Mr. Shaw served as Principal in Charge and Lead Geomorphologist, as Douglas County Public Works contracted with Balance Hydrologics to characterize hydrology, hydraulics, and geomorphic processes immediately upstream of the Virginia Rocky Diversion, where channel widening was causing severe bank instability and retreat. Mr. Shaw mapped site geomorphic features and outlined the causes of bank instability. Based on the assessment, Mr. Shaw led the development of and presented a number of design alternatives that are anticipated to be sustainable over the long-term, while sustaining the diversion structure and natural channel processes.

Little Truckee River Forest Health and Habitat Enhancement, Trout Unlimited, Nevada County, California. Mr. Shaw served as Project Lead and Geologist to evaluate enhancement opportunities and provide design parameters to improve wild trout habitat within a regulated reach, below Stampede Dam. Specific work included: 1) Evaluating post-dam channel dynamics through historical aerial photograph analysis, 2) Characterizing existing hydrology, geomorphology, and channel conditions to evaluate limiting factors and constraints on enhancement measures, 3) Developing conceptual habitat enhancement design documents, and 4) Working with the selected contractor on a design-build basis to implement the habitat enhancement design.

Squaw Valley Village Specific Plan Stormwater Management and Creek Corridor Planning, Squaw Valley Ski Resort, Placer County, California. As Project Manager and Technical Lead, Mr. Shaw led an interdisciplinary team, working with Squaw Valley as they plan for upgrades to the mountain resort base area. Mr. Shaw is providing project planners and engineers with innovative water quality and site-specific sediment management approaches that meet or exceed the requirements of the Placer County Stormwater Management Program, Squaw Creek sediment TMDL, and the Middle Truckee River TMDL. In addition to traditional stormwater BMPs, Mr. Shaw developed conceptual plans for in-channel and floodplain-based sediment management strategies.

Summary of Experience

Mr. Jacquet is a native to the Reno-Tahoe area, having grown up in Carson City and attended college at the University of Nevada Reno, where he earned a bachelor's degree in Geological Engineering and master's degree in Hydrology. In his graduate studies, Mr. Jacquet developed expertise in performing geomorphic investigations including evaluating channel morphology using remotely sensed data, performing change detection of landscapes using DEMs of difference, and DEM construction using UAVs and photogrammetry. At Balance, he contributes design support in the form of hydraulic calculations, hydraulic modeling, GIS, and CAD design. Mr. Jacquet conducts fieldwork, collecting and analyzing hydrologic data associated with streamflow gaging, water quality sampling, and suspended sediment sampling. He is currently working towards earning his professional licensure in Civil Engineering.

Relevant Experience

Mary's River Geomorphic Assessment and Evaluation of Fish Passage, Elko County Nevada. Mr. Jacquet is working with a team of geomorphologists, hydrologists, and engineers to assist Trout Unlimited-Nevada in providing fish passage for Lahonton Cutthroat Trout along 5.5 miles of T Creek and Wildcat Creek, tributaries to the Mary's River. This project includes characterizing the site hydrology and geomorphology including assessing in-stream structures and their potential as fish passage barriers. Mr. Jacquet installed stream gages and piezometers in an effort to quantify site-specific surface water flows and groundwater levels. This project is on-going with the plan to obtain topographic data in the Fall of 2018, and perform hydraulic analysis, design, permitting, and implementation in the following years.

Bruneau River Fish Passage, Elko County, Nevada. Mr. Jacquet is working with a group of geologists and engineers and the Nevada Department of Wildlife (NDOW) to restore fish passage at three separate barriers on the Bruneau River in Elko County, Nevada for Interior Redband Trout. He has performed hydraulic modeling along the Bruneau River and helped produce geomorphic maps of the project site to support conceptual designs of fish passage and meadow restoration.

Squaw Creek Enhancement and Design, Squaw Valley USA, Placer County, California. As a continuation of the restoration design for the Squaw Village reach of Squaw Creek, Balance is assisting Friends of Squaw Creek and Trout Unlimited in advancing conceptual designs for Squaw Meadow to implementation-level documents. Mr. Jacquet is working on hydraulic modeling and drafting of design drawings with a team of engineers and geologists to address ongoing channel incision and degradation of aquatic habitat throughout the meadow.

Dam Failure Inundation Mapping for the Upper Sand Creek Basin, Contra Costa County, California. Mr. Jacquet completed hydraulic modeling for preparation of dam failure inundation maps for the Upper Sand Creek Basin. In June of 2017, the State of California adopted new legislation by passing SB 92, which sets forth new

Jack Jacquet, E.I.T.

Hydrologist



Education:

M.S., Hydrology, University of Nevada, 2016

B.S., Geological Engineering, University of Nevada, 2010

Registrations:

Nevada EIT: 0T6111.

Professional Affiliations:

American Geophysical Union
Nevada Water Resources Association



requirements focused on dam safety including the submittal of inundation maps to the Department of Water Resources. In accordance with these new guidelines, Mr. Jacquet performed two-dimensional (2D) hydraulic modeling, using unsteady-flow analysis, and dam breach simulations.

Dam Failure Inundation Mapping for the Encinosa Basin and Lagoon Valley Lake, Solano County, California. Mr. Jacquet completed hydraulic modeling for preparation of dam failure inundation maps for the Upper Sand Creek Basin. In June of 2017, the State of California adopted new legislation by passing SB 92, which sets forth new requirements focused on dam safety including the submittal of inundation maps to the Department of Water Resources. In accordance with these new guidelines, Mr. Jacquet performed two-dimensional (2D) hydraulic modeling, using unsteady-flow analysis, and dam breach simulations.

Trout Creek Flood Mapping for the Nature Trail Loop Improvements, Tahoe Donner, Town of Truckee, California. Mr. Jacquet performed hydrologic and hydraulic analysis of Trout Creek in Truckee, California to support planned improvements on the Nature Trail Loop of the Tahoe Donner Association's 5-year Trails Implementation Plan (5YIP). The modeling effort was to inform the trail design and to estimate impacts within the floodplain by providing water surface elevations and flood inundation extents.

Dam Inundation and Emergency Action Plan, City of Vacaville Public Works, Vacaville, California. On June 27, 2017 Governor Jerry Brown signed SB 92 into law which requires dam owners to submit inundation maps to DSOD. Mr. Jacquet was the Lead Hydraulic Modeler for two dams owned by the City of Vacaville. Mr. Jacquet produced the inundation maps, along with the associated technical documentation required by DSOD. Both dams are located upstream of densely populated urban centers and per DSOD standards, the mapping was completed with a two-dimensional hydraulic model to simulate open channel flow, as well as routing of overbank spillage through residential areas.

Truckee Meadows Regional Stormwater Quality Management Program, Cities of Reno and Sparks, Washoe County, Nevada. Mr. Jacquet is working with a team of water quality specialists and hydrologists for on-going water quality monitoring in the Lower Truckee River, which is currently listed by the Nevada Division of Environmental Protection as being impaired by total dissolved solids, total nitrogen, and total phosphorus. He has aided in the implementation of the Stormwater Monitoring and Sample Analysis Plan (SAP) for the Municipal Regional MS4 permit, which includes the Cities of Reno and Sparks and Washoe County, Nevada. The program includes water quality monitoring stations at 8 urban outfalls and 12 locations on six tributaries to the Truckee River, which drain areas of the Truckee Meadows Region.

Perazzo Meadows Hydrology Evaluations, USFS Tahoe National Forest and Truckee River Watershed Council, Sierra County, California. Mr. Jacquet is working with a team of hydrologists to perform monitoring activities for this comprehensive monitoring program in the Upper Little Truckee Watershed. The program includes point piezometers equipped with continuous water-level recorders, stream stage-monitoring stations, and six streamflow gaging stations. The program is designed to document and compare pre- and post-restoration groundwater-stream interactions, water table fluctuations, and water storage response to 'plug and pond' restoration activities implemented by the Tahoe National Forest.

Truckee Wetlands Restoration Design, Placer County, California. Mr. Jacquet was an assistant engineer in developing construction documents to restore hydrologic processes in the Truckee Wetlands Complex. Restoration design elements focused on enhancing sediment retention, reducing erosion, and increasing riparian and wetland habitat. The wetland is located in a high-profile site in central Truckee, so connecting the community to the wetland through outreach efforts and interpretive signage was an important project element. Construction of Phase 1 was completed in 2017 and Phase 2 was completed in 2018.

Bear Creek Restoration Design, Placer County, California. Mr. Jacquet was an assistant engineer assisting with hydraulic modeling for restoration project on the Bear River, the primary drainageway for the Alpine Meadows Ski Area. The Balance developed a restoration design that addresses channel impairments (primarily, vertical incision) caused by urbanization of the watershed. A major design element is large woody debris structures, which will have been designed with no mechanical anchoring (e.g. cabling). Construction is scheduled for 2019.

Ed Armstrong, RLA, QSD/QSP, CLIA

Senior Habitat Restoration Specialist

Ed Armstrong is a senior habitat restoration specialist and licensed landscape architect with 20 years' experience specializing in open space/trail, park, and natural systems planning and design responsive of today's water conservation challenges. Mr. Armstrong has experience in planning and design for wetland, stream, and riparian restoration projects; watershed and creek systems; regional parks, trails, and open space systems; and streetscapes with a focus on enhancing public use while preserving and restoring natural habitat. He has been involved in all phases of project development including site assessment, conceptual design, master planning, construction drawings, cost estimates, technical specifications, construction management, phasing, and community outreach.

Mr. Armstrong is experienced with the permitting process, including U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (FWS), California Department of Fish and Wildlife (CDFW) and other agency permits, and he has drafted operations and management plans for preserves that contain preserved, mitigated, or restored resources. He also has extensive experience in application of computer-aided design (CAD), geographic information systems (GIS) and 3-D modeling to visualization of landscape systems for resource analysis and visual impact assessment.

Relevant Previous Experience

Restoration/Mitigation

Dry Creek Trunk Sewer Bank Stabilization, Roseville, California. Developed Mitigation and Monitoring Plan for stabilization of an eroding stream bank on Dry Creek, which threatening a 42-inch sanitary sewer line. The Mitigation and Monitoring Plan was based upon the CDFW Streambed Alteration Agreement (SAA) permit requirements and accommodated replacement of impacted trees at the site of the Wastewater Treatment Plant mitigation. This project won an award from the Sacramento Section of the American Society of Civil Engineers.

Dry Creek Wastewater Treatment Plant Levee Relocation, Roseville, California. Served as project manager and landscape architect for preparation of riparian restoration concept plans, a CDFW mitigation plan, and construction documents. This project involved moving an existing levee further from the creek and creating additional floodplain. Designs incorporated first and second terrace riparian plantings with swales and grassland revegetation to meet flood conveyance and Central Valley Flood Protection Board requirements while enhancing habitat. The purpose of this project is to protect the Dry Creek Wastewater Treatment Plant and wastewater ponds from inundation during 100-year flood events, thereby preventing a potential release of



Ed Armstrong

Education

University of Oregon
MLA, Landscape Architecture,
1995

BLA, Landscape Architecture,
1994

University of California, Davis
BS, Physics, 1985

Certifications

Registered Landscape Architect
(RLA), CA No. 4870; OR No. 717

Qualified SWPPP Developer/
Practitioner (QSD/QSP), No. 24900

Certified Landscape Irrigation
Auditor (CLIA), No. 91247

wastewater to Dry Creek. This project was constructed in 2011 and satisfied performance criteria within the 5-year monitoring timeline.

Roseville Creek and Riparian Management and Restoration Plan, Roseville, California. Served as assistant project manager for development of a restoration and management plan for major creeks within the City of Roseville. Developed Existing Conditions and Assessment Report that summarized existing conditions, major causes of stream degradation, and recommended improvements. Developed a restoration and management plan that defines management goals, identifies and prioritizes restoration opportunities, specifies restoration strategies, and outlines implementation options.

Arcade Creek Park Preserve, Citrus Heights, California. Principal landscape architect for development of plans, specification and estimates (PS&Es) for this open space park constructed in summer 2014. Improvements included re-grading over-steepened creek banks, installation of large woody debris/rootwads to reduce erosive forces, creation of topographic benches on the inside of meander bends to decrease floodwater stress on outer banks, restoration of complex riparian habitat, and installation of recreation elements. Park features included a 10-space parking lot with Low Impact Development (LID) swales and native plantings, a permeable paver public plaza with picnic shelter, bike and pedestrian trails, pre-fabricated bridges over the creek, interpretive signs including a kiosk, small play areas with exercise equipment located along trails, and a boardwalk. Provided bid support and construction observation services. This project won an award from California State Parks for Greenways and Trails.

Rock Creek Restoration Feasibility Study, Auburn, California. Served as project manager and principal landscape architect for development of a restoration and enhancement plan for a tributary to Rock Creek. This plan included detailed site assessments, creek realignment, riparian restoration, Class I trails, interpretive exhibits, and integration of a future commercial/residential complex. Low Impact Development (LID) concepts, including filtration wetlands, permeable paving, and water catchment areas were utilized to reduce the impacts of existing and future development on the creek. The first phase of construction documents has been developed for this project, which is awaiting additional funding and/or development of adjacent parcels to proceed.

Correll-Rodgers Enhancement Plan, Woodland, California. Served as project manager for restoration plan for two mining pits near Woodland. Project involved evaluating existing riparian habitat, water quality, and site hydraulics and developing recommendations for enhancing the pits while protecting adjacent property. Plan included three alternative designs that were further refined into a preferred alternative that restored hydrologic connections between the mining pits and the creek and enhanced riparian habitat. Concepts for public access and interpretive education were included in initial designs, but removed from the final plan due to neighborhood concerns.

Pleasant Grove/Curry Creek Ecosystem Restoration Plan, Placer County, California. Developed watershed plan for creeks in western Placer County to conserve and enhance sensitive species habitat and water quality from the impact of development. This plan used GIS models to assess potential impacts of watershed build-out on sensitive species habitat, water quality, and quantity, which in turn assisted in formulating recommendations for preserving those factors and mitigating the impacts of development on the watershed.

Silva Ranch Restoration, Galt, California. Served as project manager and principal planner for design and implementation of restoration on a 600-acre ranch site. The comprehensive restoration plan included an existing conditions analysis; a restoration plan for vernal pools, seasonal wetlands, riparian vegetation, and stream banks; a phasing plan; and maintenance and monitoring plan for the preserve. Thirty acres of vernal pools were constructed on the eastern 200 acres in summer of 2006. This project won a merit award from the Northern California chapter of the ASLA.

Sycamore Glen Wetland Restoration, Chico, California. Served as restoration ecologist for restoration of a large 2.2-acre and several smaller vernal pools on a proposed preserve site in east Chico. A number of smaller pools

were also created within the existing vernal pool complex. Updated construction documents for Phase 1 and directed grading contractors in establishing elevations of the pool bottoms, side slopes, perimeter, and a spill swale on the large pool. This project was constructed in phases from 2013 through 2015, and pools are functioning as designed.

Longview Oaks Vernal Pool Creation, Sacramento, California. Served as project manager for restoration of vernal pools at Longview Oaks site, on the north side of Arcade Creek opposite Del Paso Regional Park. Developed conceptual plans and supervised construction drawings for vernal pool restoration. This project also included a detention wetland to intercept runoff from Interstate 80 (I-80) and filter pollutants prior to discharge into Arcade Creek. The pools and detention basin were constructed in 2002–2003 and function as planned.

Verdura North Tank #3 Oak Woodland Restoration, Lincoln, California. Served as principal landscape architect for development of construction documents for oak woodland mitigation required for installation of water storage tanks in the city of Lincoln. Approximately 2,000 native oak seedlings were accommodated on an approximately 70 acre site comprised of existing oak woodlands and grasslands. Additionally, the planting design included visual screening of the pumping station associated with the tanks. The construction package included planting and irrigation plans and details, cost estimate and specifications.

Carson Creek Unit 2 Upland Restoration, El Dorado Hills, California. Served as principal landscape architect for development of a Mitigation Plan, cost estimate and construction drawings for restoration of 3 acres of tri-colored blackbird habitat adjacent to existing wetlands within a preserve in western El Dorado County.

Jackson Township/Werre Mitigation, Sacramento County, California. Prepared conceptual designs and supervised detailed soils analysis work for approximately 10 acres of vernal pool creation on two sites in Sacramento County.

Robla Park Wetlands Restoration, Sacramento, California. Served as project manager for development of conceptual plans and construction documents for improvements to wetlands and natural resources at Robla Park in Sacramento. Enhancements included vegetation management, tree and native grass plantings, irrigation improvements, and additional benches.

Lincoln 270 Mitigation, Lincoln, California. Developed the Operations and Management Plan for Lincoln 270 Preserve, a 140-acre wetland preserve in Placer County, California. Plan followed ACOE guidelines for mitigation and monitoring.

Silver Springs East, Sacramento County, California. Assisted in the development of Mitigation and Operations and Management Plans for the Silver Springs East preserve. Plans followed ACOE guidance for wetland Mitigation and Monitoring Plans.

Bottimore Ranch Vernal Pool Restoration, Elk Grove, California. Conducted a site assessment and prepared conceptual design and mitigation plan for 300-acre vernal pool restoration site. Vernal pool restoration suitability analysis included assessment of soil confining layers, site hydrology, geomorphology, and wetlands. The conceptual design was based upon an opportunity and constraints analysis developed from the site factors, as well as 1937 and 1957 historic aerial photographs. Developed mitigation plan based upon conceptual design.

Boessow Road Conceptual Design, Galt, California. Developed conceptual design for mitigation of vernal pool and seasonal wetland impacts on site. On-site assessments of site topography, hydrology, soils and other factors were used together with impact site wetland statistics to layout the design for the created vernal pools. Seasonal wetlands were designed based upon historic patterns and overbank flow opportunities from adjacent creek.

Summit/Westward Power Project, Oregon. Served as principal designer for wetland and habitat mitigation plantings for power project in northwestern Oregon. Developed conceptual planting and grading plans and prescriptions for vegetation management.

Publications

Ribe R., E. Armstrong, and P. Gobster. "Scenic Vistas and the Changing Policy Landscape: Visualizing and Testing the Role of Visual Resources in Ecosystem Management." *Landscape Journal*. 21:1-02.

Armstrong, Ed. "Improving infiltration and stormwater retention: Use of permeable paving, cobbled swales, and detention wetlands." 2012. River-Friendly Landscaping Strategies for Parks, UC Davis Extension.

Conference Presentations

"Visioning Ecosystem Management Patterns of the Northwest Forest Plan." 2005. Presented at the Science and the Northwest Forest Plan: Knowledge Gained Over a Decade Conference. Portland, Oregon.

"Use of Soil Properties and Characteristics in Constructing Functional Vernal Pools." 2007. Poster Paper presented at Society of Wetland Scientist Conference.

"From Levelled Agricultural Field to Restored Vernal Pool Landscape: A Before-and-After Comparison of Physical Characteristics." 2007. Poster Paper presented at Society of Wetland Scientist Conference.

"Vernal Pool Construction and Landscape Restoration." 2007. Podium presentation at the Society of Wetland Scientists International Conference. Sacramento, California.

"Properties and Characteristics Altered Due to Construction of Functioning Vernal Pools." 2009. Poster Paper presented at the International Conference of Soils of Urban, Industrial, Traffic and Mining Areas (SUITMA) Meeting.

"City of Auburn, A Complete Street." 2010. Presented at a regional conference on Low Impact Development. Loomis, California.

"Dry Creek Wastewater Treatment Plant Levee Relocation." 2012. Presented at This Way to Sustainability Conference. California State University, Chico.

"Dry Creek Wastewater Treatment Plant Levee Relocation." 2012. Presented at SERCAL 2012, the annual conference of the California Society for Ecological Restoration. University of California, Davis.

Awards

2017 Project of the Year Award, American Public Works Association (APWA) Sacramento Chapter, for Anatolia and Kavala Ranch Bike and Pedestrian Trail.

2015 Small Project Award, American Society of Civil Engineers (ASCE) Sacramento Section, for Dry Creek Trunk Sewer Bank Rehabilitation.

California Trails and Greenways Conference, 2015, Merit Award, Development, for Arcade Creek Park Preserve.

2011 Merit Award, Restoration/Mitigation, ASLA California Sierra Chapter, for Silva Ranch Restoration.

John Zanzi, RLA

Senior Habitat Restoration Specialist

John Zanzi is a landscape architect with 35 years' experience throughout California. He specializes in design implementation for ecosystem restoration and native plant revegetation, including riparian system and wetland mitigation, water quality improvement, erosion control and biotechnical slope stabilization; and recreation and public access, such as park facilities and trails. Mr. Zanzi's expertise includes site assessments, preparing design and construction documents (plans and specifications) and cost estimates, as well as conducting bid and construction assistance including field design and adaptive management, providing construction direction and oversight, and preparing as-built drawings. Mr. Zanzi applies direct hands-on and practical construction, and post construction experience to his planning and design projects.



Education

*University of California, Davis
BS, Landscape Architecture, 1985*

Certifications

*Registered Landscape Architect
(RLA), CA, No. 2933; NV, No. 481*

Project Experience

For these projects, Mr. Zanzi served as landscape architect-of-record, preparing and endorsing detailed design documents, technical specifications, and cost estimates, and providing construction oversight.

San Felipe Creek Restoration, Santa Clara Valley Habitat Agency, Santa Clara, CA. Provided technical input for the project's Feasibility Study, conceptual design and detailed plans and prescriptions, including planting design to aid in site stabilization; provide surface erosion control; increase roughness and variability to the floodplain; and provide terrestrial habitat. Led revegetation construction oversight and field adaptive management team, and prepared as-built drawings to record the field adjustments to the revegetation and pig exclusion fencing.

Design Assistance for Agua Hedionda Creek Storm Drain Repair, City of Carlsbad, CA. Provided design, construction documents, and oversight for biotechnical revegetation treatments for slope rehabilitation and stabilization and erosion control. The project received the American Public Works Association, San Diego & Imperial Counties Chapter, Honor Award, 2016; and the American Society of Civil Engineers Outstanding Water Quality Project, 2016.

Oasis Center-Salt Creek Mitigation Project, LD&C Inc., Redding, CA. Services included a reconnaissance natural resources field survey, preparation of revegetation and biotechnical treatment refined concept plans and construction drawings for habitat enhancement, and preparation of a Habitat Mitigation and Monitoring Plan.

Landscape Restoration and Maintenance, Sacramento Area Flood Control Agency, Sacramento County, CA. Managed the long-term operations and maintenance for 20 riparian habitat restoration sites in Sacramento County. Before joining Dudek, Mr. Zanzi had designed and provided construction oversight for six of the sites.

Lower Blackwood Creek Habitat Restoration, California Tahoe Conservancy/California Department of General Services, Tahoe City, CA. Before joining Dudek, prepared construction documents for revegetation, biotechnical treatments, and temporary irrigation system design. With Dudek, as a part of Habitat Restoration Sciences (HRS), provided management, field direction and oversight for construction and plant establishment. The project addresses approximately 1,000 linear feet of creek realignment incorporating native plant revegetation and

biotechnical treatments for enhancing fish and terrestrial habitat and stabilizing creek banks. The project received the 2013 Best-in-the-Basin Award for Restoration Projects from the Tahoe Regional Planning Agency.

Middle Martis Creek Wetlands Restoration, Truckee River Watershed Council (TRWC)/Balance Hydrologics, Truckee, CA. Prepared plant lists and assisted with preparation of revegetation and biotechnical treatment construction documents; provided construction oversight for the revegetation implementation and establishment.

Napa Creek Restoration, ACOE/MGE Engineering, Napa, CA. Design and implementation of more than 3,000 linear feet of bank stabilization planting supported by temporary irrigation. Revegetation approaches included site preparation, temporary irrigation, revegetation to establish diverse plant species, enhance shaded riverine aquatic habitat, assist in stabilizing the creek banks, and provide erosion control.

Pavon Creeks and Scow Canyon Creek Wetland Mitigation, East Bay Municipal Utility District, El Sobrante, CA. The project included the design and implementation of habitat mitigation at Pavon Creeks and Scow Canyon sites in Pinole Valley. The project addressed four Pavon Creeks over a 47-acre conservation area to evaluate potential reductions in stream bank erosion potential under different design scenarios.

Adobe Creek Upper Reach 5 Restoration, Santa Clara Valley Water District, Los Altos, CA. Preparation of construction drawings, specifications and cost estimates and assisted with construction oversight for the project.

Guadalupe Creek, Santa Clara Valley Water District, Santa Clara County, CA. Conducted resource inventories, development of alternatives, development of detailed design solutions; and landscape architect-of-record leading preparation of construction documents for two miles of creek realignment and restoration for enhancing fish habitat.

Sycamore Creek Restoration, California Department of Water Resources, Butte County, CA. Design and implementation of floodplain protection and habitat enhancement, with revegetation and temporary irrigation.

Magpie Creek Flood Control Project, SAFCA, Sacramento County, CA. Assisted with the design and implementation of creek floodplain enhancement to increase flood protection and habitat.

Putah Creek Restoration, Lower Putah Creek Coordinating Committee, Winters, CA. Prepared landscape plans for revegetation and habitat enhancement including shaded riverine aquatic (SRA) cover.

Lower American River Revegetation for the Sacramento River Bank Protection, U.S. Army Corps of Engineers, Sacramento, CA. The project included design and implementation for five sites consisting of more than two miles of revegetation for bank stabilization and SRA cover.

Murphy Slough Fish and Wildlife Habitat Restoration Project, ACOE, Glenn County, CA. Design and implementation for creating and restoring 170 acres of SRA cover, valley oak savannah and woodland, and riparian forest habitats.

42E Bank Stabilization Project, Ayres Associates for ACOE, Sacramento/Butte Counties, CA. Prepared designs and preliminary construction plans and specifications, quantity and cost estimates for site preparation, plant acquisition, revegetation, irrigation, and maintenance of revegetation for bank stabilization and SRA cover for eight sites from the Sacramento Delta up to Chico.

The Parkway at Blue Ravine, The Parkway Venture, Folsom, CA. The project included design and implementation of a three mile long floodplain restoration and a passive recreation parkway and floodplain restoration project, which includes trails and interpretive areas, and wetlands, riparian, and oak woodland restoration.

Northwest Buffer Corridor, Richland Planned Communities, Placer County, CA. Prepared preliminary design concepts for a 2-mile long landscape buffer which will serve as a western gateway to the City of Roseville. The buffer will integrate wildlife habitat enhancement and restoration while providing passive recreation and ecological observation and education opportunities for local residents.

Mike Henry, PhD

Senior Ecologist

Mike Henry is a senior ecologist with 19 years' experience involving management and analysis for a variety of biological research projects, including large-scale habitat conservation planning under Section 10 of the federal Endangered Species Act (FESA), watershed analysis, and a range of project- and program-level documents in compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). Dr. Henry has served as a project manager of biological resource investigations and environmental documents for a wide range of federal and municipal projects, including a several utility-scale solar photovoltaic (PV) developments, a massive land acquisition and airspace establishment for a Marine Corps base in the Mojave Desert, beach restoration and managed retreat projects in the City of Malibu and Santa Barbara County, and an oil and gas development project in Santa Barbara County. He has published his biological research in international peer-reviewed journals and presented findings at international conferences.



Mike Henry

Education

*University of California,
Santa Barbara
PhD, Ecology, Evolution, and
Marine Biology, 2008
BS, Aquatic Biology, 2001*

Certifications

*Graduate Program in Management
Practice, 2007*

Professional Affiliations

*National Habitat Planning Coalition
Superior California Chapter of the
Association of Environmental
Professionals (AEP)
The Wildlife Society*

Project Experience

Resource Management

South Sacramento Habitat Conservation Plan (HCP) and Environmental Impact Study/Environmental Impact Report (EIS/EIR), County of

Sacramento, California. Served as senior ecologist and project manager to prepare an HCP covering 325,000 acres south and east of the City of Sacramento. The HCP will permit incidental take of federally and state-listed species from covered activities. Assisted in overall document management and quality control, prepared technical analyses of effects of covered activities and benefits of HCP conservation to covered species, and developed a framework for a comprehensive monitoring and management plan to track HCP implementation and species outcomes. Also served as project manager for preparation of the EIS/EIR analyzing the HCP. Coordinated regularly with the County of Sacramento; responsible agencies, including the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and U.S. Army Corps of Engineers (ACOE); and stakeholder groups, such as local land trusts and environmental organizations.

Santa Clara Valley Habitat Plan, Santa Clara Habitat Agency, Santa Clara County, California. Serving as senior ecologist assisting the Santa Clara Valley Habitat Authority in developing their database and data collection tools to implement the approved Santa Clara Valley Habitat Plan. The database design will allow the Agency to ensure compliance with Habitat Plan requirements, integrate field data collection to minimize manual input, direct alerts when objectives are falling behind, and provide a host of other highly valuable functions for the Agency.

Grand Park Habitat Conservation Plan (HCP), Confidential Client, Sacramento County, California. Serving as project manager and lead ecologist in preparation of an HCP guiding conservation of nine special-status species that would be impacted by approximately 5,000 acres of urban development in the Natomas Basin. Covered species include giant gartersnake (*Thamnophis gigas*), western pond turtle (*Actinemys marmorata*), several raptors, and vernal pool invertebrates. The conservation plan integrates new research on the genetic connectivity of giant gartersnake, resource utilization by Swainson's hawk (*Buteo swainsonii*), and reserve design optimization in coordination with the Arthur Rylah Institute for Environmental Research.

Feather River Regional Permitting Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS), Department of Water Resources, California. Serving as the deputy project manager for the EIR/EIS analyzing the California Department of Water Resources integrated species and aquatic resource permitting effort for the Feather River region. This includes analysis of operations and maintenance activities as well as major improvement projects in the floodplain. Covered species include anadromous fishes under the jurisdiction of the National Marine Fisheries Service (NMFS), as well as aquatic and terrestrial species under the jurisdiction of the USFWS and CDFW. This project involves close coordination with multiple federal, state and local agencies and authorities to ensure the EIR/EIS analysis meets the regulatory compliance needs of all responsible and trustee agencies.

Wheeler North Reef Expansion Subsequent Environmental Impact Report (EIR), California State Lands Commission, Orange County, California. Served as project manager for Subsequent EIR analyzing effects of expanding the existing Wheeler North Reef by an additional 210 acres. Resources of concern included marine biological resources, air quality, recreation including surfing waves, and effects on commercial and recreational fisheries. An additional area of concern included tribal cultural resources along the submerged historic shoreline. To facilitate resolution of tribal concerns, coordinated a multiweek diving program with a Dudek Registered Professional Archaeologist and a tribal monitor from the concerned tribe. The results of the dive surveys were used to adjust the project footprint to minimize potential for effects to cultural resources, likely a first in California in the marine environment.

Marine Protected Area Rulemaking Initial Study/Negative Declaration, California Department of Fish and Wildlife, Coastal California. Served as project manager for an Initial Study/Negative Declaration that analyzed proposed rulemaking changes in state Marine Protected Areas located in Northern and Southern California. The rulemakings were in response to petitions from Native American tribes seeking greater access to their ancestral fishing and gathering areas. The IS/ND received no comments during public review and was adopted by the California Fish and Game Commission.

Biological Resource Services for the Sacramento County Department of Airports, Sacramento County, California. Project manager for a multiyear on-call contract to provide biological, environmental, and other services to the five airports managed by Sacramento County Department of Airports. Efforts to date have included preparing a Biological Assessment for runway repairs, revising an approved jurisdictional delineation to reduce the wetlands present on airport property, stormwater management, developing a planting palette that minimizes hazard to aircraft, and a range of other tasks at Sacramento International Airport, Mather Airport, and Sacramento Executive Airport.

Capitola Beach Flume and Jetty Repairs Biological Evaluations and Surveys, City of Capitola, California. Biological resource lead in support of repairs to the existing flume and jetty than help in management of a brackish lagoon. Services include preparation of a Biological Technical Report analyzing effects on special-status fish species such as tidewater goby, presence absence surveys for black abalone, and general permitting support.

Potrero Hills Landfill California Tiger Salamander Monitoring, Solano County, California. Conducted monitoring and relocation of California tiger salamander (*Ambystoma californiense*) at the proposed expansion area for Potrero Hills Landfill. Efforts included protocol drift fence surveys, measurement of captured adults and juveniles, relocation to burrows outside the exclusion area, larval sampling using dip nets and seines, and egg mass surveys.

Newhall Ranch Watershed Analysis, Newhall Ranch Company, Los Angeles County, California. Served as senior ecologist and lead author of watershed analysis of cumulative impacts from several large master-planned communities in northwest Los Angeles County. Analysis included impacts to a range of contributing elements of watershed ecosystem processes, including vegetation communities, hydrology and water quality, soils, slopes and elevations, and habitat connectivity and fragmentation. The watershed analysis was included as an appendix to environmental documents for Newhall Land developments and adapted into the cumulative impact analysis for biological resources in EIRs.

Grapevine Project Golden and Bald Eagle Technical Report, Tejon Ranch Company, Grapevine, California.

Served as senior ecologist and co-author of technical report to describe occurrences of the bald eagle (*Haliaeetus leucocephalus*; a federally delisted and USFWS bird of conservation concern (BCC), state-listed endangered, and CDFW fully protected (FP) species) and golden eagle (*Aquila chrysaetos*; BCC, FP) and the potential effect of the proposed Grapevine project on the use of the 8,010-acre project site and immediately surrounding areas by these two eagle species after project buildout.

Yokohl Ranch Stewardship Plan, Yokohl Ranch Company LLC, Tulare County, California. Served as senior ecologist contributing to the development of a detailed stewardship plan for management of more than 26,000 acres of active rangelands within a proposed development in Tulare County. Lands would be managed for the benefit of several special-status species, including vernal pool invertebrates and plants, golden eagles, and others. The stewardship plan outlines an approach that incorporates fire management, oak woodland management, public access controls, and other component management plans that will compose an overall plan for the property.

Bear River Restoration at Rollins Reservoir Environmental Impact Report (EIR), Nevada Irrigation District, California. Served as biological resources analyst responsible for preparing the biological resources existing setting and environmental impact analysis for a proposed gravel skimming operation within the Bear River. The project area and vicinity included the largest known population of the federally listed foothill yellow-legged frog (*Rana boylei*). Developed detailed and innovative mitigation measures to ensure that project activities would not disrupt breeding activity or use of the Bear River by foothill yellow-legged frog adults, tadpoles, or juveniles.

Environmental Impact Statement (EIS) and Biological Assessment (BA) for Land Acquisition/Airspace Establishment, Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, California. Served as biological resources lead for evaluation of direct, indirect, and cumulative impacts to biological resources upon implementation of proposed land acquisition, airspace expansion, and associated air- and ground-based training and operations. The proposed acquisition included several hundred thousand acres of public lands adjacent to the existing MCAGCC in Twentynine Palms and substantial new airspace establishment. The project sites were located adjacent to critical habitat for the Mohave Desert tortoise (*Gopherus agassizii*) and hosted several other special-status species. Led the preparation of the BA, which was coordinated with USFWS per Section 7 of the FESA. Efforts included analysis for potential updates to the installation's Integrated Natural Resources Management Plan (INRMP) to extend protections to acquired lands.

Environmental Assessment (EA) for Mission Change and Short Term Construction, Capital Airport Air Guard Station, 183rd Fighter Wing, Springfield, Illinois. Served as primary analyst and sole author of existing setting and impact analyses for all resource areas for the EA. Site was undermined by historic mineshafts, which required a detailed description of historic mine activities and earth subsidence in the area.

WHA and Wildlife Hazard Management Plan (WHMP), Bob Hope Airport, Burbank Glendale Pasadena Airport Authority, Burbank, California. Served as project manager for the preparation of both a WHA and WHMP that assessed potential bird- and wildlife-strike hazards to commercial and general aviation aircraft at Burbank's Bob Hope Airport in compliance with Federal Aviation Administration (FAA) Part 139 requirements. Managed the field surveys (including coordination with airport management and mobilization of field ornithologists), coordinated the hazard assessment, and led preparation of the management plan. The WHA and WHMP were both accepted by the FAA with no revisions.

WHA, Brownsville South Padre Island International Airport, City of Brownsville, Texas. Served as the project manager for the preparation of a WHA and a WHMP that assessed potential bird- and wildlife-strike hazards to commercial and general aviation aircraft at Brownsville South Padre Island International Airport in compliance with FAA Part 139 requirements. Managed the field surveys (including coordination with airport management and mobilization of field ornithologists) and coordinated preparation and review of the hazard assessment, which was accepted by FAA with no revisions.

Climate Action Plan, City of Santa Barbara, California. Served as project manager assisting the City of Santa Barbara in development of their first Climate Action Plan. Activities included preparing a comprehensive inventory of the community's greenhouse gas (GHG) emissions for 3 different baseline years, including emissions associated with the City's airport and substantial commuter traffic. Other activities included projections of emissions for 2020, 2030, and 2050 based on the City of Santa Barbara's recently adopted General Plan, quantifying the potential mitigating effects of adopted City policies, developing a program for periodic updates of the Climate Action Plan, and participating in the City Council hearing for the Plan. The Climate Action Plan was approved in October 2012.

Biological Hazards Abatement Plan, Naval Facilities Southwest Division, Moffett Federal Airfield, Mountain View, California. Served as deputy project manager for preparation of a plan to mitigate potential bird- and wildlife-strike hazards to aircraft at Moffett Federal Airfield following modifications to a historic hangar.

Natural Resources Summary Report, Fort MacArthur, Air Force Center for Engineering and the Environment, Los Angeles Air Force Base, San Pedro, California. Served as project manager/lead biologist to conduct a site inspection and records search and prepare a summary of natural resource constraints on a property proposed for slope stabilization.

INRMP, San Diego Air Force Space Surveillance Station Air Force Center for Engineering and the Environment, San Diego, California. Served as primary analyst for preparation of revised INRMP for United States Air Force (USAF) surveillance station, which is located on a site containing host plants for the special-status species Quino checkerspot butterfly (*Euphydryas editha quino*) as well as potential occurrences of other special-status species, such as burrowing owls (*Athene cunicularia*). Incorporated surveys and special studies in order to ensure management principles reflected the conditions on the site.

Development

The Farm at Alamo Creek EIR, City of Vacaville, California. Biological resource lead for preparation of an EIR analyzing a residential development on existing farmland and riparian corridor. Because the site was near Travis Air Force Base, he prepared a Wildlife Hazard Assessment analyzing how the proposed project would affect bird flight patterns or aggregations of species potentially hazardous to aircraft, and also suggested ways the project proponent could reduce those risks.

Montecito Fire Protection District Station 3 Construction EIR, Montecito, California. Served as deputy project manager to prepare an EIR for property acquisition and construction of a new fire station in the semi-rural estate community of Montecito. Key issues addressed in the EIR included agricultural resources, pesticide drift, noise, aesthetics, biological resources, air quality, hazardous materials, potential effects of the fire station on property values, and project alternatives.

5th Street and Colorado Avenue Hotel Projects EIR, City of Santa Monica, California. Served as deputy project manager to prepare this EIR that addressed impacts of construction of two 6-story hotels in the City's downtown area on the new light rail corridor. Key issues included visual resources, sun-shade analysis, traffic and mobility, air quality, historic resources, and noise. The final EIR was certified in November 2013.

General Plan Update EIR, City of Santa Barbara, California. Served as primary analyst to the General Plan update process, including a review and update of City of Santa Barbara's policies that address transportation, housing, sustainable development, environmental protection, and community character and design. The Program EIR for this update assessed the impacts of different growth scenarios and alternative policy options for comparative environmental effects throughout the City of Santa Barbara. Was lead analyst for the EIR's GHG and climate change analysis, which was the first General Plan EIR GHG analysis to not receive requests for revisions from the California Attorney General's office. This analysis included characterization of 2 baseline years, backcasting of emissions to 1990, and quantification of 2030 emissions for five alternative development scenarios. Emissions from the municipal airport, solid waste disposal, water and wastewater pumping, and typical sources, such as cars and electricity generation were included. In concert with the quantitative GHG analysis, prepared an overview of climate change-related impacts to the City of Santa Barbara over the General Plan timeline, including issues of public concern, such as seacliff retreat and changes in water availability. The Program EIR was developed in close cooperation with City of Santa Barbara staff in an iterative process concurrent with the development of the Plan and was certified by the Santa Barbara City Council.

EIR for Construction of Automobile Shredder Facility, Confidential Client, Los Angeles County, California. Served as deputy project manager. Managed preparation of EIR that examined impacts to noise, air quality, hazardous materials, water quality, and transportation that might result from construction of an automobile shredder at an existing auto dismantler. Of particular concern was the hazard associated with shredder "fluff," the low density materials that remain after removal of metals and other recyclable materials. These materials are potentially hazardous and subject to oversight by the State Department of Toxic Substances Control (DTSC). Acted as client's primary point of contact, coordinated analysis and production of all deliverables, and attended meetings.

City of Oxnard Santa Clara River Trail, Initial Study (IS) and Mitigated Negative Declaration (MND), Alta Planning + Design, City of Oxnard, California. Served as deputy project manager to assess the impacts of constructing 4.87 miles of new multiuse trail primarily along the banks of the Santa Clara River. Key issues addressed in the IS/MND included potential impacts to special-status species, such as the least Bell's vireo (*vireo bellii pusillus*), riparian woodland, water quality, safety, transportation, and air quality.

Garden Street Terraces Project, City of San Luis Obispo, California. Served as lead analyst. In response to a major project redesign, revised a previously circulated EIR, including Project Description and all resource areas. Key issue areas examined in the EIR included transportation and parking, consistency with recent General Plan amendments and proposed development standards for downtown mixed use development, aesthetics, global climate change, green building-sustainable development, cultural resources (demolition of historic structures), and land use policy consistency.

Pier 6 Reconstruction, Colliers International and Puerto Rico Port Authority, San Juan, Puerto Rico. Served as deputy project manager to prepare an Evaluación Ambiental, which examined proposed reconstruction of existing pier and development of a mixed-use park setting along the San Juan Waterfront. Resource areas included archaeological resources, flora and fauna, noise, air quality, infrastructure, geology, hydrology and water quality, and traffic. Quality assurance/quality check (QA/QC) included review of Spanish language translation.

Climate Action Plan, DPW, County of San Diego, San Diego, California. Served as lead analyst. Assisted the DPW in their contribution to the County of San Diego's Climate Action Plan, identifying the DPW activities that generate GHGs as well as the DPW programs and projects that would assist the County in reducing GHG emissions and meeting regulatory and community goals.

San Juan Bay Waterfront Re-Development Project, Colliers International and Puerto Rico Port Authority, San Juan, Puerto Rico. Served as primary analyst/QA to prepare the Declaración de Impactos Ambientales (DIA), the Puerto Rican equivalent of an EIS. The project included publicly accessible pedestrian-friendly mixed-use redevelopment in upland and in-water areas along the San Antonio Channel. The document analyzed impacts associated with this project. Key resource areas included marine traffic and transportation, natural systems, seagrass mitigation, and impacts of dredging and dredged material disposal (using Geotubes). The project involved coordination with several regulatory agencies, including the ACOE, USFWS, U.S. Environmental Protection Agency (EPA), and the Department of Natural and Environmental Resources.

Ramona Air Center Development EIR/EA and Palma de la Reina EIR, Department of Public Works (DPW), County of San Diego, California. Served as lead analyst for standalone GHG technical reports for two development projects in the County of San Diego: a commercial/aviation development at Ramona Airport and a mixed-use development at Palma de la Reina. These reports followed the County's recommended practice of calculating business-as-usual emissions in the absence of recent regulatory standards and project-specific mitigation measures and then applying reductions from those standards and measures to determine whether the project would impede the County's attainment of GHG emission targets. The reports included discussions of potential impacts of climate change on the project and the project area.

Energy

Biological Resource Services for Solar Photovoltaic Energy Development, Nextera, Nevada. Serves as biological resources lead for biological and wetland services at multiple utility-scale solar photovoltaic development projects in northern Nevada covering more than 15,000 acres of shrubsteppe habitat. Services provided include wetland delineations, bird use count surveys, rare plant surveys, greater sage grouse habitat assessment, non-native plant surveys, wash analysis, golden eagle nest data collection, and a range of other permitting support services.

Imperial Valley Solar Energy Center Bird and Bat Conservation Strategy, Tenaska, Imperial Valley, California; Stateline Solar Farm, Southern Power Company, San Bernardino County, California. Serves as statistical lead for interpretation and analysis of multiyear detailed monitoring data to determine the maximum number of bird and bat mortalities at two operational solar facilities in Southern California. Involves use of sophisticated statistical models in R to determine carcass persistence time, searcher efficiency, and a range of other factors affecting the potential mortality.

Silver State Solar South Supplemental Environmental Impact Statement (SEIS) and Proposed Resource Management Plan Amendment, Bureau of Land Management (BLM), Primm, Nevada. Served as deputy project manager to prepare the SEIS, which examined impacts of a 250- to 350-megawatt (MW) solar PV array northeast of Primm, Nevada. Development included a Southern California Edison (SCE) substation and several miles of transmission lines. Resource areas of concern in this SEIS included biological resources, including impacts to Mohave Desert tortoise, impacts to recreational off-highway-vehicle (OHV) use, land use issues, use of groundwater, impacts to jurisdictional waters, and visual resource issues. The Record of Decision was issued in March 2014.

Cuyama Solar Project EIR, County of Santa Barbara, Cuyama, California. Served as quality control/quality assurance leader for this EIR evaluating the proposal by First Solar to develop a 40-MW commercial solar PV system upon an approximate 327-acre agricultural site located approximately 2 miles southeast of the township of Cuyama. Project development required multiple legislative and discretionary County approvals, including zoning ordinance text amendments, a rezone, a lot line adjustment, a conditional use permit, and cancellation of a Williamson Act agricultural preserve contract involving prime farmlands. Major issues addressed in this EIR included agricultural resources, land use compatibility, aesthetics and visual resources, and short-term construction-related impacts.

Akkas Gas Development Project Basic EIS, Korea Gas Company (KOGAS), Anbar Province, Iraq. Served as deputy project manager to prepare an EIS to assess the potential impact of a preliminary development plan to produce and deliver up to 400 million standard cubic feet per day of dry gas from a previously undeveloped natural gas field in a remote area of Anbar Province in the western desert of Iraq. The project included more than 220 miles of export pipelines that would traverse wide drainage channels and parallel roadways and railroads. The project also included extensive water pumping to supply process and potable water for the remote site. This EIS was developed in close coordination with project engineers in such a way that the EIS was submitted with the preliminary development plan.

Baldy Mesa Elementary School 231Kilowatt (kW) Solar PV Project, MND, Snowline Joint Unified School District (SJUSD), San Bernardino County, California. Served as primary analyst. This IS/MND analyzed the SJUSD proposal to install a 231-KW direct current solar PV system at Baldy Mesa Elementary School in the unincorporated town of Phelan in San Bernardino County. The District required expedited processing to allow construction activities prior to the fall 2011 commencement of school. The proposed system consisted of 5 linear PV arrays over 1.2 acres. Key issues addressed in the MND included public (student) safety, special-status species (e.g., Mohave Desert tortoise, burrowing owls, Joshua trees (*Yucca brevifolia*)), cultural resources, land use compatibility, visual resources and construction-related traffic, noise, and air quality issues.

OceanWay Secure Energy Project, U.S. Coast Guard and Maritime Administration (MARAD), City of Los Angeles, California. Served as deputy project manager to assess the existing setting and impacts of a proposed offshore deep water liquefied natural gas (LNG) import terminal. Coordinated with authors and managed preparation and completion of document. Directed analysis of potential impacts to marine vessel traffic, including service vessel transit of highly congested Southern California shipping lanes. Prepared Purpose and Need and Alternatives sections that address renewable energy, sources of natural gas and LNG, deepwater port concepts, and subsea and subsurface pipeline installation.

PRC 421 Surf Zone Oil Lease Reactivation EIR, California State Lands Commission, Goleta, California. Served as deputy project manager supervising preparation and leading analysis for this EIR, which evaluated the proposed reactivation of the last two surf zone oil platforms in California. Included investigation of GHG emissions associated with marine vessel traffic and barge shipping of produced oil, including quantification of fugitive emissions from valves, pipelines, and other production equipment. The risk of upset related to sea level rise was also examined in this EIR, especially as it related to increased wave energy. Other key issue areas examined in the EIR included consistency with local and state coastal policies, facility safety and potential for oil spills, impacts to sensitive coastal resources and marine mammals, and air pollution. Project included a Joint Review panel consisting of multiple state and local agencies.

Humboldt No. 1 – 60-kilovolt (kV) Reconductoring Project Proponent's Environmental Assessment (PEA), Humboldt County, California. Served as lead analyst. Led preparation of the hydrology and water quality PEA section for submittal to California Public Utilities Commission (CPUC). The reconductoring project was proposed to cross several jurisdictional waters, requiring close coordination between the wetland delineation team, jurisdiction of four agencies, and detailed analysis to satisfy CPUC requirements.

Coastal Erosion and Beach Restoration

Broad Beach Restoration Project Analysis of Impacts to Public Trust Resources and Values, California State Lands Commission, City of Malibu, California. Served as deputy project manager for the environmental document that evaluated the potential environmental impacts of installing emergency rock revetment and dredging and importing 600,000 cubic yards of sand to re-establish a wide sandy beach backed by a dune system along Broad Beach in the City of Malibu. Led the analysis of key issues, including marine and terrestrial biological resources and water quality, with a particular focus on impacts to these resources from marine vessel and truck traffic.

Goleta Beach County Park Managed Retreat Project 2.0 EIR, County of Santa Barbara, Goleta, California. Served as deputy project manager of EIR that analyzed the effects of removing 1,200 feet of unpermitted revetment, demolition of parking lots, and relocation of essential utilities and a bike path landward of the potential coastal process zone. This managed retreat option attempted to maintain the Goleta Beach County Park while allowing for fluctuations in beach width related to sand supply and oceanographic cycles, such as the Pacific Decadal Oscillation and El Niño Southern Oscillation. Resource areas requiring special attention included recreation, coastal processes, utilities, and public facilities. This EIR was certified in 2014.

Water/Wastewater

Newhall Ranch Watershed Analysis, Newhall Ranch Company, Los Angeles County, California. Served as senior ecologist and lead author of watershed analysis of cumulative impacts from several large master-planned communities in northwest Los Angeles County. Analysis included impacts to a range of contributing elements of watershed ecosystem processes, including vegetation communities, hydrology and water quality, soils, slopes and elevations, and habitat connectivity and fragmentation. The watershed analysis was included as an appendix to environmental documents for Newhall Land developments and adapted into the cumulative impact analysis for biological resources in EIRs.

Transboundary Environmental Information Document Expansion of Drinking Water Distribution and Disinfection Systems for Colonia Esperanza, Environmental Protection Agency, Chihuahua, Mexico. Served as analyst to draft existing settings of several resource areas, including cultural resources, socioeconomics, and land use and environmental justice for this Environmental Information Document (EID) for the Border Environment Cooperation Commission (BECC).

SEIS, Management Plan/Regulations Update, National Atmospheric and Oceanic Administration, Channel Islands, California. Served as primary analyst to prepare this SEIS, which focused on regulation of wastewater discharges from large vessels transiting the Channel Islands National Marine Sanctuary. Responded to public comments on the Sanctuary Management Plan Draft Environmental Impact Statement (DEIS), with special emphasis on recreational users of the Sanctuary who were displaced by regulations on motorized personal watercraft.

Publications

- Childress, J.J., D. Figueroa, and M. Henry. 2006. "Physiological Ecology of Back-Arc Basin Fauna: Explorations of the Known and Unknown." In *Back-Arc Spreading Systems: Geological, Biological, Chemical and Physical Interactions*, edited by D. Christie and C. Fisher. Washington D.C.: American Geophysical Union.
- Henry, M., J.J. Childress, and D. Figueroa. 2008. "Metabolic Rates and Thermal Tolerances of Chemoautotrophic Symbioses from Lau Basin Hydrothermal Vents and Potential Implications for Species Distributions." *Deep Sea Research* 55(1).

Craig Seltenrich

Senior Aquatic Ecologist

Craig Seltenrich is a senior ecologist with 40 years' experience in the field of aquatic sciences, including marine and freshwater ecology, fisheries biology, amphibian ecology, benthic macroinvertebrates and freshwater algae, and aquatic toxicology. Mr. Seltenrich has managed, designed, and conducted a wide variety of aquatic studies and assessments throughout much of California in marine and estuarine environments, and in freshwater lentic and lotic habitats.

Mr. Seltenrich specializes in threatened and endangered species and other special-status species, fish and amphibian ecology and aquatic bioassessments, and has designed and conducted numerous studies for evaluating potential impacts on special-status amphibians and aquatic reptiles throughout much of the western Sierra Nevada Mountains, Central Valley, and coastal regions and valleys of central and Northern California. Amphibian and aquatic reptile species include Yosemite toad (*Anaxyrus canorus*), Sierra Nevada and foothill yellow-legged frog (*Rana sierrae*, *R. boylei*), California tiger salamander (*Ambystoma californiense*), California red-legged frog (*R. draytonii*), western spadefoot (*Spea hammondi*), western pond turtle (*Actinemys marmorata*), and giant gartersnake (*Thamnophis gigas*). Fish species include winter- and spring-run Chinook salmon (*Oncorhynchus tshawytscha*), coho salmon (*O. kisutch*), Central Valley and Central California Coast steelhead trout (*O. mykiss*), Lahontan cutthroat trout (*O. clarki henshawi*), Santa Ana sucker (*Catostomus santaanae*), hardhead (*Mylopharodon conocephalus*), tidewater goby (*Eucyclogobius newberryi*), and Delta smelt (*Hypomesus transpacificus*). For the last 17 years, he has served as the principal biologist on all amphibian projects and is considered one of the leading experts on foothill yellow-legged frogs in the Sierra Nevada Mountains.

Mr. Seltenrich has managed and prepared Endangered Species Act Biological Assessments and participated in Section 7 consultations for a variety of projects and aquatic species in central and Northern California. Species addressed in these Biological Assessments have included the federally listed spring- and winter-run Chinook salmon, steelhead rainbow trout, coho salmon, California tiger salamander, and California red-legged frog, and for the federal and state special-status species foothill yellow-legged frog. He also has experience preparing and reviewing environmental impact report / environmental impact statement (EIR/EIS), National Environmental Protection Act / California Environmental Quality Act (NEPA/CEQA) documentation, initial study / negative declaration reports,



Craig Seltenrich

Education

Humboldt State University
MS, Marine Ecology, 1979
BS, Natural Resource Sciences,
1977

Certifications

American Institute of Fisheries
Research Biologists-Certified
Fisheries Scientist
CDFW, Scientific Collecting Permit
No. SC-004002
USFWS Federal 10(a) Survey
Permit
No. TE-012973-7

- California tiger salamander
- California red-legged frog

Professional Affiliations

American Institute of Fishery
Research Biologists
American Fisheries Society
Salmonid Restoration Federation
California Aquatic Bioassessment
Workgroup
California/Nevada Amphibian
Populations Task Force
Society for the Study of
Amphibians and Reptiles

Selected Project Experience

San Juan Ridge Mine Project, Rainbow Trout and Foothill-Yellow-legged Frog Impact Assessment, San Juan Ridge Taxpayers Association, Nevada County (2014). Mr. Seldenrich assessed the rainbow trout and foothill yellow-legged frog populations within spring and Shady creeks, which will be affected by the projects' proposed discharge of approximately 6 to 7 mgd of relatively cold water to be, pumped from submerged mine shafts into the two creeks. A report will be prepared to document the condition of the two creeks, the distribution and relative abundance of rainbow trout and foothill yellow-legged frogs within the two drainages, and an assessment of the potential impacts of discharging large volumes of water into the two creeks, both physically and biologically.

Trabucco Creek Aquatic Bioassessment, County of Orange – Department of Public Works, (2014). Mr. Seldenrich provided project oversight including the selection of the sampling sites and timing, data analysis and interpretation, assisted with preparation of the annual report, and provided senior review of final report.

Secret Town Mine, Reservoir Maintenance and River Restoration Project EIR, Nevada Irrigation District, Placer/Nevada Counties (2013-2014). The project involves the annual removal of aggregate from the Bear River and Steephollow Creek within the 155-acre project area. Mr. Seldenrich was the lead aquatic biologist on the EIR, and was responsible for evaluating impacts and determining appropriate mitigation/protection measures of proposed river aggregate mining activities on fish, amphibians, and aquatic reptiles. The primary species of concern is the foothill yellow-legged frog which occurs in large numbers in both the Bear River and Steephollow Creek; although rainbow trout and other fish species will also be affected by the proposed mining activities.

Middle Canyon Spring Pyrgulopsis Study, Newhall Ranch, Los Angeles and Ventura Counties, California (2011–2012). As part of the Newhall Ranch development, Mr. Seldenrich designed a study (which was subsequently approved by the CDFW) to assess the presence and population structure of the small, un-described (and potentially endangered) aquatic snail (*Pyrgulopsis castaicensis*) within Middle Canyon Spring and its downstream drainage channel, including distribution, abundance, density, age classes, and microhabitat descriptions. The study involved the use of a modified version of the Surface Water Ambient Monitoring Program protocols issued by the State Water Resources Control Board (SWRCB). Information obtained during this study will be used to help develop a conservation strategy to protect the snail and its habitat. Snails were found in both the spring and in the downstream drainage channel. He also prepared the majority of the final report.

Power House Aggregate Expansion Project, Granite Construction, Butte County, California (2010–2011). Mr. Seldenrich conducted a detailed analysis of the potential for adverse impacts to federally and state-listed and candidate anadromous fish species, including spring-run and fall-run Chinook salmon, Central Valley steelhead rainbow trout, and green sturgeon, associated with the proposed floodplain pit mining operation as part of CEQA/NEPA requirements for the project. The primary issues involved fish entering the proposed mining pits during flood conditions and becoming entrapped within the pit as flows subside. Information collected as part of the assessment included river elevations and outflow volumes at which flood flows would enter the proposed quarry sites, the historical frequency at which these flows occurred, a fish passage assessment within and adjacent to the project area at various river outflows, anadromous fish species and life stages potentially present during these flood-flow events, environmental (water quality) conditions within the quarry area, and other environmental factors. He also prepared the final report to be included as an attachment to the CEQA document.

Walltown Quarry, Central Valley Steelhead Assessment, Granite Construction, Sacramento County, California (2009). As part of the proposed permitting of the 614-acre Walltown Quarry project located in eastern Sacramento County, ECORP conducted a full suite of biological surveys on this site, and is the lead consultant for the natural resource and regulatory permitting. Mr. Seldenrich conducted an assessment of the potential effects of runoff from the quarry

site on Central Valley steelhead rainbow trout and critical habitat located in Deer Creek and the Cosumnes River downstream of the site, and prepared a report of findings as part of the permit requirements.

Vista Oaks/Highlands Residential Project, National Marine Fisheries Service (NMFS) Biological Assessment for Central Valley Steelhead, Guntert Family Real Estate Limited Partnership, Placer County, California (2008).

Mr. Seltnerich prepared a Biological Assessment for the National Marine Fisheries Service regarding potential impacts to Central Valley steelhead rainbow trout as a result of implementation of this residential development project. Primary impacts were associated with runoff effects from the development and construction of a pedestrian and emergency vehicle bridge over Secret Ravine Creek, potential spawning habitat, and listed steelhead. Detailed stream habitat typing was conducted along a 1/4-mile section of the creek. Mr. Seltnerich also successfully completed a Section 7 consultation with the NMFS for the project.

Rocklin Commons, NMFS Biological Assessment for Central Valley Steelhead, Rocklin Pavillions LLC, Placer County, California (2008).

Mr. Seltnerich prepared a Biological Assessment for the National Marine Fisheries Service regarding potential impacts to Central Valley steelhead rainbow trout as a result of implementation of the project. Primary impacts were associated with runoff effects from the development as well as discharge of water from a settling pond on Secret Ravine Creek, potential spawning habitat, and listed steelhead. Detailed stream habitat typing was conducted along a 1/2-mile section of the creek. Mr. Seltnerich also successfully completed a Section 7 consultation with NMFS.

Rocklin 60 Development, NMFS Biological Assessment for Central Valley Steelhead, Sierra Holdings LLC, Placer County, California (2008).

Mr. Seltnerich prepared a Biological Assessment for the National Marine Fisheries Service regarding potential impacts to Central Valley steelhead rainbow trout as a result of implementation of the project. Primary impacts were associated with runoff effects from the development as well as discharge from a settling pond on Secret Ravine Creek and listed steelhead. Detailed stream habitat typing was conducted along a 1/2-mile section of the creek. Mr. Seltnerich also participated in a successful Section 7 consultation with the NMFS for the project.

Glenborough at Easton, Central Valley Steelhead Assessment, Easton Development Company LLC, Sacramento County, California (2006–2007). ECORP provided services related to biological resources, cultural resources, and permitting for the 1,423-acre proposed Glenborough at Easton and Easton Place mixed-use development. To address potential impacts of the project, Mr. Seltnerich prepared a National Marine Fisheries Service special-status species habitat assessment for Central Valley steelhead rainbow trout and fall-run Chinook salmon.

Placer Vineyards Specific Plan, Central Valley Steelhead Assessment, Placer Vineyards Property Owner's Group, Placer County, California (2006–2012).

Mr. Seltnerich prepared a Biological Assessment for the National Marine Fisheries Service regarding potential impacts to Central Valley steelhead rainbow trout as a result of implementation of this specific plan project. Primary impacts were associated with runoff from the many developments, expansion of a bridge over Dry Creek, and discharge of water from settling ponds during and following rain events on critical habitat for steelhead. Mr. Seltnerich also successfully completed a Section 7 consultation with the NMFS.

Clover Valley Project, Anadromous Fish and Amphibian Assessment, Raney Planning and Management Inc., Placer County, California (2006).

Mr. Seltnerich conducted a habitat assessment and visual encounter surveys for foothill yellow-legged frogs within Clover Valley Creek as part of the proposed 627-acre Clover Valley residential development. Potential habitat for anadromous fish (which are present lower in the watershed) within the creek was also evaluated. Results of the surveys indicated that suitable habitat was not present for either foothill yellow-legged frogs or for anadromous salmonids.

Dick Cook Bridge Replacement Project, NMFS Central Valley Steelhead Biological Assessment, Placer County Department of Public Works, California (2005–2006). Mr. Seldenrich prepared a Biological Assessment for the NMFS for Central Valley steelhead rainbow trout and critical habitat in Miners Ravine Creek associated with the removal and replacement of the existing bridge. In addition, he conducted a California red-legged frog site assessment and prepared a formal habitat assessment report.

Marble Valley Project, Central Valley Steelhead Assessment and California Red-legged Frog Habitat Assessment and Surveys, Marble Valley LLC, El Dorado County, California (2004–2012). Mr. Seldenrich managed all the aquatic studies and was responsible for conducting habitat and species assessments for both the California red-legged frog and for Central Valley steelhead rainbow trout, both federally listed species, in association with the Marble Valley project, which involves the development of homes, a school, parks, a cultural arts center, commercial areas, and a large preserve area. He conducted formal habitat assessments for both California red-legged frog and steelhead and conducted protocol-level surveys for California red-legged frog. Prepared both of the reports that was sent to the USFWS and the NMFS.

Lower Slab Creek Reservoir Project, PBS&J and SMUD, El Dorado County, California (2010–2012). Mr. Seldenrich was the project manager for this project, which involved the establishment and FERC licensing of a new powerhouse below Slab Creek Reservoir Dam. Required studies focus on collection of baseline environmental data, including amphibian and aquatic reptile surveys, fisheries and benthic macroinvertebrate surveys, habitat assessments and mapping, water quality monitoring and riparian/vegetation assessments. Mr. Seldenrich also functioned as the principal biologist for all amphibian and benthic macroinvertebrate studies, and the senior biologist on fisheries issues.

Hardhead Minnow Population Surveys on the American River, El Dorado Irrigation District, El Dorado County, California (2004–2005, 2011). Mr. Seldenrich managed and conducted hardhead minnow (*Mylopharodon conocephalus*) population surveys on the South Fork American River below Akin Powerhouse in support of Project 184 FERC relicensing and post-license monitoring for El Dorado Irrigation District. Field methods included backpack electrofishing and direct observation using snorkel techniques.

Lower Yuba River NMFS Central Valley Steelhead Biological Assessment, PG&E, Yuba County, California (1999). Mr. Seldenrich managed and assisted subconsultant in the preparation of a Biological Assessment for the NMFS associated with potential impacts on spring-run salmon and Central Valley steelhead rainbow trout in the Lower Yuba River resulting from the operations of PG&E's and Yuba County Water Agency's Narrows hydroelectric facilities. Also provided final review and editing of the document.

Yuba River Technical Working Group, PG&E, Yuba County, California (1996–1999). Mr. Seldenrich served as a key member of the Yuba River Technical Working Group (composed of agency biologists as well as PG&E, Yuba County Water Agency, and other knowledgeable fisheries biologists) for 5 years. The group was responsible for evaluating ongoing fisheries issues, coordinated research programs, assisted in the development and execution of new studies, and determined appropriate protection, enhancement, and restoration activities for Central Valley steelhead rainbow trout and Chinook salmon in the lower Yuba River. Studies included aerial surveys; evaluation of distribution and condition of steelhead and Chinook salmon spawning gravels, including embeddedness, water temperature, and streamflow monitoring; and carcass surveys. Restoration activities included placement of log structures along the river margin to provide fish cover, spawning gravel enhancement, and changes in flow releases below Englebright Dam to improve fish habitat.

IFIM Study on the South Fork American River, PG&E, El Dorado County, California (1989). Mr. Seldenrich assisted in conducting an IFIM study within a section of the South Fork American River near Kyburz to evaluate the potential effect of existing flows and proposed elevated flows on habitat for trout and other fish species. Studies

included habitat mapping, instream observations of fish habitat use, and substrate analyses including spawning gravel evaluations, water quality monitoring, and other environmental parameters.

Evaluation of Aquatic Species within the Tulare Lake Basin, U.S. Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers (ACOE), California (2006–2007). Mr. Seldenrich conducted a detailed and comprehensive evaluation of fish populations and their distribution and numerous aquatic habitats in the Tulare Lake Basin, and a fish passage assessment associated with the movement of fish species within the basin and their ability to move outside the basin. The study was initiated as a result of past flooding in the basin that could have resulted in the escape of white bass (*Morone chrysops*) northward into the San Joaquin River system and the delta. Mr. Seldenrich identified potential movement pathways for both swimming and non-swimming organisms to move outside the basin under a range of hydrologic conditions. The final report was published by the EPA.

Metropolitan Water District Santa Ana Sucker Habitat Assessment, Metropolitan Water District, Orange County, California (2015). This project involved conducting habitat assessments for federally listed species that may occur within Metropolitan Water District of Southern California's proposed Distribution System Infrastructure Protection Program (DSIPP) Study Area for the Orange County Operating Region. In addition to supporting the Orange County Operating DSIPP's Program Environmental Impact Report (PEIR), the analysis will determine future protocol survey needs for federally listed species and support future regulatory permitting in compliance with federal and state Endangered Species Acts (ESAs). Additionally, the analysis will be used to guide preparation of the Orange County Operating Region DSIPP Operations and Maintenance (O&M) Plan). As part of this task, Mr. Seldenrich conducted a habitat assessment for the threatened Santa Ana sucker within four reaches of the Santa Ana River downstream of Prado Dam. Habitat information was collected in the vicinity of five pipeline crossings relative to suitability of habitat for supporting spawning and rearing of Santa Ana suckers, and avoidance and conservation measures to be used if maintenance of these crossings is required.

Copeland Creek Detention Basin and Groundwater Recharge Project, National Marine Fisheries Service Biological Assessment for Coastal Steelhead and Coho Salmon, and a California Red-legged Frog Habitat Assessment, Sonoma County, California (2017-present). Mr. Seldenrich is currently preparing a NMFS Biological Assessment for potential impacts to listed Central California Coastal steelhead and Central California Coastal coho salmon and their Critical Habitat in Copeland Creek. The project proposes to construct and operate a detention basin (primarily for flood protection for the City of Rohnert Park) that will be sited adjacent to Copeland Creek.

River Bluff Lower Terrace Park Expansion Anadromous Fish (Central Valley steelhead) Habitat Assessment, Stanislaus County, California (2017-present). Mr. Seldenrich conducted a National Marine Fisheries Service habitat assessment for Central Valley steelhead within the project area. The site is located on the Tuolumne River just east of the town of Ceres. The project involves the construction and operation of a small boat launch ramp on the southern bank of the river. The project is part of the proposed expansion of the existing River Front Park down to the Tuolumne River.

Santa Ana Sucker Translocation Plan, San Bernardino Valley Municipal Water District, San Bernardino County, California (2015-ongoing). Dudek and subconsultant Cardno were contracted to develop a plan to translocate/reintroduce the threatened Santa Ana sucker (SAS) into historically occupied creeks in the Santa Ana River watershed as a key component of the Upper Santa Ana River Habitat Conservation Plan, Conservation Strategy. Development of the plan required constant coordination with multiple stakeholders/government agencies. The Translocation Plan includes a site (stream) evaluation and ranking procedure to evaluate overall suitability as a potential translocation site, habitat assessment procedures and field methods, SWAMP bioassessment (to evaluate stream conditions as well as algal and BMI food resources for SAS), an SAS propagation and genetics plan, a fish transportation and release plan, post-translocation monitoring procedures and methods, adaptive management, translocated fish rescue procedures for catastrophic events, and a

reporting template for documenting the results of office and field data collection efforts and determining suitability of potential translocation sites. Mr. Seltenrich and Joel Mulder (Cardno) prepared the majority of the document. The USFWS intends to use the Plan to determine suitability of potential translocation sites within any of the watersheds currently occupied by this species. As part of the implementation of the plan, full SWAMP bioassessments were conducted within four Santa Ana River tributaries to develop spring and fall baseline conditions within each tributary, as well as installing temporary stream gauges in remote terrain to assess available water resources during low-flow periods.

Lagunitas Creek Winter Habitat and Floodplain Enhancement Project, Marin Metropolitan Water District, Marin County, California. (2015-ongoing). Dudek was contracted to prepare environmental documents necessary for the district's grant-funded Phase I and Phase II winter habitat and floodplain enhancement activities. The Phase I and II environmental documents consist of a NEPA Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), and the Phase II documents include a joint Initial Study and EA (IS/EA) and Mitigated Negative Declaration (MND) and FONSI for Phase II Mitigation. Additionally, monitoring and Reporting Programs (MMRP), necessary pre-construction resource studies and surveys, project scoping and public involvement assistance and agency permitting assistance was also provided for the project. Mr. Seltenrich was responsible for completion of the Aquatic Resources sections of the above documents including impacts and mitigation measures for Central California coast steelhead, California coastal coho salmon, California freshwater shrimp, and California red-legged frog.

Coldstream Canyon Floodplain Restoration Project, Truckee River Watershed Council and California Department of Parks and Recreation, Placer County, California (2013). Mr. Seltenrich served as lead aquatic ecologist for this project and was responsible for all aquatic biology tasks associated with the restoration project. The primary tasks were associated with salvaging fish from the restoration reach prior to dewatering the channel and relocating them upstream of the site. This task involved the use of a backpack electrofishing unit and nets to capture and relocate all aquatic species (primarily rainbow trout, brown trout, and Piute sculpin) within the restoration area. Fish were identified and measured following capture and were then relocated upstream of the restoration reach within similar stream habitats. Hundreds of fish were captured during the effort with extremely low mortality.

California Department of Transportation (Caltrans) Willits TO 37 Bioassessment Monitoring, ICF International and Caltrans, Mendocino County, California (2010–2012). Mr. Seltenrich managed all bioassessment tasks for this Caltrans project to construct a bypass of State Highway 101 around the town of Willits. The purpose of the bioassessment was to evaluate the effects of construction of the bypass on eight seasonal streams (a total of 23 sites). Surface Water Ambient Monitoring Program protocols were used to document physical habitat parameters and to sample both benthic macroinvertebrates and algae at each site before and following construction activities. Sampling occurred in the summer of 2010 and spring and summer of 2011. Primary responsibilities included oversight of all sampling activities, sample processing and species identification, data input and analyses, and interpretation of the data results. Additionally, was responsible for preparation and senior review of interim and final data reports, status reports, and interacting with ICF project manager.

Instream Flow and Sediment Studies on the Bear River and Deer Creek, Nevada Irrigation District, Placer County, California (2012). The Nevada Irrigation District is in the process of licensing 10 water right permits, and as a result, instream flow and sediment studies were required for both the Bear River and Deer Creek. Mr. Seltenrich was responsible for conducting and evaluating benthic macroinvertebrate surveys, stream habitat typing, and fisheries surveys. These studies were intended to develop information necessary to reach consensus with the resource agencies and negotiating parties on flow conditions and/or other actions necessary to provide reasonable protection for aquatic resources and resolve a water rights protest to the satisfaction of the SWRCB.

Laura Burris

Senior Biologist, Botanist

Laura Burris is a biologist with 11 years' experience in terrestrial biology. Ms. Burris specializes in botanical surveys and the ecological study of vegetation communities for application in habitat restoration, mitigation, and conservation. She is knowledgeable about the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) and their processes, and is skilled in managing and drafting environmental documents such as biological resource assessments, wetland delineation reports, arborist reports, habitat restoration plans, technical sections of environmental impact reports (EIRs) and environmental impact statements (EISs), and regulatory permit applications.

In addition to botanical expertise, Ms. Burris has extensive training and experience in reconnaissance and protocol level surveys and construction monitoring for sensitive wildlife species, including Swainson's hawk (*Buteo swainsonii*), burrowing owl (*Athene cunicularia*), sensitive bat species, sensitive butterfly species, California tiger salamander (*Ambystoma californiense*), Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylei*), western pond turtle (*Actinemys marmorata*), and California vernal pool branchiopods. Ms. Burris attends annual courses and training seminars on plant identification, special-status species biology, natural resources, CEQA/NEPA, and regulatory permitting.

Project Experience

San Felipe Creek Restoration Project, Santa Clara Valley Habitat Agency (SCVHA), California. Conducted biological surveys and reporting, wetland delineation, and pre-construction survey support for habitat restoration efforts on the San Felipe Creek Restoration Project. Additionally, provides technical assistance and habitat restoration monitoring during the plant establishment period. The project consists of restoration of approximately one mile of incised stream channel and enhance wetland areas through the use of channel and floodplain modifications. Leading the 10-year mitigation monitoring efforts post construction, including qualitative and quantitative methods for assessing mitigation success. She conducts monitoring fieldwork, data compilation and management, and report generation. She communicates closely with client and agency staff to ensure timely submittal of progress and annual reports.

Altamont Landfill Resource Recovery Facility, Livermore, California. As part of a 10-year mitigation monitoring plan and ACOE, RWQCB, and CDFW permit specifications, assists with pre-construction biological surveys to determine the presence of special-status species including CTS, CRLF, American badger, San Joaquin kit fox and burrowing owl. Assists with annual botanical, wildlife, and wetland monitoring surveys and biological reconnaissance



Laura Burris

Education

Humboldt State University
BS, Biology, 2007

Certifications

ISA, Certified Arborist
CDFW, Voucher Plant Collector's Permit
CRAM Practitioner, Riverine and Depressional Modules
40-Hour Wetland Delineation Training, Wetlands Training Institute 2014

Professional Affiliations

California Native Plant Society
International Society of Arboriculture (ISA)
Northern California Botanists
The Wildlife Society

surveys, as well as periodic construction monitoring. She compiles data and drafts annual monitoring reports for submittal to the client and responsible agencies.

Placer County Government Center Master Plan EIR, California. Served as botanist and wetland delineator. Performed wetland delineation and drafted technical wetland delineation reports. Provided technical expertise on botanical resources, vegetation communities, and permitting. Assisted with drafting the EIR for the Master Plan.

Community Center Improvements, City of Citrus Heights, California. Served as primary arborist. In compliance with the Citrus Heights Tree Protection Ordinance, conducted an arborist survey for improvements to the Community Center grounds. Drafted a technical arborist report detailing findings and measures for avoiding permanent impacts to arboricultural resources. Responded to comments from the city's Design Review Board, and aided in the implementation of mitigation measures.

Potrero Hills Landfill Expansion Project, Waste Connections Inc., Solano County, California. Assists with mitigation monitoring for a 10-year monitoring program for rare plants, federally listed large branchiopod species, and CTS. Monitors populations of special-status San Joaquin spearscale (*Extriplex joaquiniana*), Contra Costa goldfields (*Lasthenia conjugens*), and pappose tarplant (*Centromadia parryi* ssp. *parryi*), conducts annual large branchiopod wet season surveys, and annual surveys for eggs and larvae for CTS. She compiles data and drafts annual monitoring reports for submittal to the client and responsible agencies.

North Delta Ecosystem Habitat Restoration Project, Thornton, California. Served as primary wetland delineator and permit advisor for the McCormack Williamson Tract restoration wetland delineation. Conducted surveys to identify wetlands and waters that were potentially jurisdictional under CWA Section 404. Compiled data and drafted a wetland delineation report to be verified by ACOE and used in the permitting process.

Habitat Mitigation and Monitoring Plan, Brooktrails Community Services District, California. Served as primary botanist and permitting specialist. In compliance with the 5-year monitoring plan for tree and wetland mitigation, conducted surveys to assess the progress of mitigation plantings in the community. Compiled and analyzed data to produce annual reports in compliance with the CWA Section 404 permit and Section 1600 Streambed Alteration Agreement (SAA). Consulted with local stakeholders, the Community Services District, CDFW, and ACOE to ensure all success criteria would be met within the specified period.

Huichica Hills Ranch Off-Stream Storage Pond Conversion and Stream Restoration, Vino Farms, Sonoma County, California. Served as deputy project manager and project biologist. Managed all regulatory permitting and regulatory agency consultations. Conducted general biological surveys, assisted in the delineation of waters of the U.S., and drafted a biological technical memorandum in support of a categorical exemption and permit applications. Also drafted habitat mitigation and monitoring plan for restoration and subsequent monitoring of wetlands impacted as a result of the project.

Water Right Biological Technical Memorandum, Stream Management Plan, and Arborist Report, Marin Country Club, Novato, California. Served as primary botanist and arborist. Conducted surveys to identify biological constraints, impacts, and mitigation measures for trees removed as a result of constructing several on-stream reservoirs. Drafted a stream management plan in accordance with local ordinance and permitting needs. The plan detailed avoidance and minimization measures, restoration techniques, monitoring and reporting methods, and success criteria.

Off-Stream Storage Pond Conversion Project Stream Restoration Plan and Mitigation Monitoring, Nemerever Vineyards, Oakville, California. Served as primary botanist. Created and implemented a stream revegetation plan in compliance with permits issued by ACOE and the Regional Water Quality Control Board (RWQCB) for an off-stream storage pond conversion and stream restoration project. Collected percent vegetation cover data; compiled annual reports; and consulted with the property owner, stakeholders, and regulatory agency staff.

Housing and Urban Development Grant Roadway Improvement Biological Assessment, County of Mariposa, California. Served as primary botanist tasked with preparation of technical supporting documents for NEPA review. Conducted preliminary research and general biological resources surveys for all roadway segments scheduled for improvement as part of an emergency evacuation plan. Drafted the biological technical memorandum in support of an environmental assessment required under NEPA, including recommendations for avoidance and mitigation of impacts to sensitive species and habitats in the project vicinity.

East Bay BART Project Mitigation Implementation, Antioch, California. Conducted surveys for burrowing owl within the project footprint of the new East Bay Area Rapid Transit (BART) depot. Assisted in drafting technical biological reports. Aided in implementing the impact avoidance measures, which included installation of one-way exclusion doors on burrows and construction monitoring.

Focused Wetland Plant Survey for Mitigation Bank Feasibility Study, California Department of Transportation (Caltrans), Humboldt County, California. Conducted quantitative vegetation surveys of wetland and grassland habitats adjacent to Humboldt Bay for a Caltrans mitigation bank feasibility study. Plotted belt transects, calculated overall and relative percent cover for plant species, and assessed overall habitat at the site.

Vernal Pool Study, United Auburn Indian Community Housing, Sheridan, California. Assisted for 2 years with protocol-level vernal pool branchiopod surveys conducted in accordance with regulatory permits to establish baseline data for future land management practices. Vernal pool fairy shrimp (*Branchinecta lynchi*) were present in several of the pools. Also conducted an inventory of plants within the vernal pool complex, and conducted a rangeland evaluation of the overall property, including calculations of residual dry matter.

Fee-to-Trust Project-Biological Assessment and Environmental Assessment, Coyote Valley Band of Pomo Indians, Mendocino County, California. Served as project biologist. Conducted preliminary research and general biological resources surveys for the U.S. Bureau of Indian Affairs to support an application from the Coyote Valley Band of Pomo Indians for 6 acres of land to be placed into Federal trust. Drafted the biological evaluation with recommendations for avoidance and minimization measures for sensitive species and waters of the United States (U.S.) in the vicinity of the project site. Also provided technical assistance to the Bureau of Indian Affairs throughout the Federal ESA Section 7 consultation process with USFWS.

Placer County Sewer Maintenance District 3 Pipeline Improvement, Granite Bay, California. As part of a team of biologists, conducted floristic surveys of proposed pipeline routes, assisted with the delineation of waters of the U.S. Drafted a botanical technical memorandum, and provided technical assistance for botanical resources throughout the EIR and permitting process.

Family Water Alliance Fish Screen Installation, Sacramento and American Rivers, California. As botanist/biologist, assisted fisheries biologists in evaluating riverine and riparian habitat for potential to support special-status plant and animal species as part of a water pump intake fish-screening project. Drafted biological resources assessments for each site, including avoidance and minimization measures for potential impacts.

Wastewater Treatment Plant Improvement Project, Swainson's hawk Monitoring, Vacaville Wastewater Treatment Plant, Vacaville, California. Served as biologist and biological monitor. In compliance with measures outlined in the EIR and in consultation with CDFW, monitored two active Swainson's hawk nests within 500 feet of ground-disturbing activities at a wastewater treatment plant. For several months during the nesting season, recorded activities and reported daily on the status of the active nests to ensure that no impacts to Swainson's hawk resulted from project activities.

Laurie Monarres

Regulatory Specialist

Laurie Monarres has 14 years' professional experience as a regulatory specialist. As the U.S. Army Corps of Engineers' (Corps) Regulatory North Branch Chief of the San Francisco District, Ms. Monarres supervised a team of project managers, and oversaw the review and evaluation of complex and controversial permit applications under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act within the north coastal region of California. She is familiar with, and regularly applies, knowledge of laws such as the Endangered Species Act (ESA), the National Environmental Policy Act (NEPA), the Coastal Zone Management Act (CZMA) and the National Historic Preservation Act (NHPA) when permitting her projects. Ms. Monarres has permitted a wide variety of projects including transportation, gravel mining, harbor reconstructions, creek stabilizations, flood control projects, and major coastal restorations. She has developed programmatic permitting approaches including regional general permits (RGPs), letters of permission (LOPs), and streamlined permitting associated with habitat conservation plans (HCPs).

Ms. Monarres has extensive experience in developing multiple mitigation banks and in-lieu fee programs, including current submittals for Wildlands' Newark Slough Mitigation Bank and in-lieu fee programs for the Santa Clara Valley Habitat Plan and South Sacramento HCP. Additionally, she was a key member of the Corps South Pacific Division's project team responsible for developing standard operating procedures for compensatory mitigation decisions, including the updated Mitigation and Monitoring Guidelines, the Mitigation Ratios Checklist, Uniform Performance Standards, and Mitigation Site Selection using a watershed approach.

Project Experience

San Francisco Bay Coordinated Permitting Process, Resources Legacy Fund, San Francisco Bay, California.

Working with Resources Legacy Fund (RLF) to develop and implement the Bay Restoration Regulatory Integration Team (BRRIT), a coordinated permitting process for multi-benefit wetland restoration projects. The BRRIT will improve permitting timelines and predictability for multi-benefit projects and associated flood management and public access infrastructure along the bay shoreline of the nine Bay Area counties in San Francisco Bay. To accomplish these goals, we are developing a coordinated pre-application process and facilitating the development of an interagency team consisting of the US Army Corps of Engineers, National Marine Fisheries Service (NOAA Fisheries), US Fish and Wildlife Service, Bay Conservation and Development Commission, San Francisco Regional Water Quality Control Board, CA Department of Fish and Wildlife, and the US Environmental Protection Agency. Additionally, Ms. Monarres conducted a series of interviews to develop a ten-year projection of restoration projects and a rapid assessment matrix that describes the permit requirements and data needs for anticipated projects. We are facilitating compliance with the following: Clean Water Act (CWA) §404, CWA §401



Laurie Monarres

Education

University of California (UC), Los Angeles

MS, Environmental Health Sciences

UC Berkeley

BA, Integrative Biology

Certifications

California Rapid Assessment Method Practitioner for Riverine and Depressional Modules

Water Quality Certification, McAtteer-Petris Act, Endangered Species Act & Essential Fish Habitat, California Endangered Species Act, California Water Code, CDFW 1600, San Francisco Bay Basin Plan, Suisun Marsh Preservation Act, Rivers and Harbors Act, Coastal Zone Management Act, and California fully protected species.

Programmatic Permitting Assistance, Santa Clara Valley Habitat Agency (SCVHA), Santa Clara County, California. Project Manager for SCVHA Implementation Services, including aquatic resources permitting. SCVHA is in the process of obtaining programmatic permits associated with the Santa Clara Valley Habitat Plan, a 50-year regional plan allowing for future development in Santa Clara Valley while protecting endangered species. While the Habitat Plan meets state and federal ESA requirements, the Co-Permittees (SCVHA, County of Santa Clara; the Cities of Gilroy, Morgan Hill, and San Jose; the Santa Clara Valley Transportation Authority; and the Santa Clara Valley Water District) are also seeking programmatic aquatic resources permits from the Corps and the Water Boards.

Ms. Monarres provided strategy, meeting support, and regulatory application support to complete an RGP with the Corps, including writing and coordinating the Habitat Plan's interim mitigation strategy, and is currently coordinating with the Water Boards to create a strategy and framework for an aquatic resources plan to enable issuance of a programmatic 401 Water Quality Certification associated with the RGP for covered projects within the Habitat Plan Area. Additionally, she is assisting SCVHA with developing and gaining approval for an in-lieu fee program to complement the established RGP.

Newell Creek Dam Inlet Outlet Replacement Project, City of Santa Cruz Water District, Santa Cruz County, California. Permitting lead for the Project. Dudek is providing consulting services for CEQA compliance and environmental permitting for the Project, which involves replacing the existing aging inlet/outlet works in a new location at Loch Lomond Reservoir and includes other associated improvements to protect the City's ability to deliver drinking water to its customers and to comply with DSOD requirements. We are assisting in the development of an EIR, technical studies, and federal and state environmental permitting strategies and submittals. Ms. Monarres developed the overall permitting strategy, coordinated an interagency pre-application meeting, and is preparing the application packages, including development of a mitigation plan and an alternatives analysis for compliance with the 404(b)(1) Guidelines.

Ventura Shellfish Enterprise (VSE) Permitting, Ventura Harbor District, Ventura, California. Dudek project manager for the VSE project. Dudek is working with the VSE team to establish a program to bring sustainably cultivated shellfish operations to the Port of Ventura. VSE seeks to obtain all required federal, state and local permits and entitlements necessary to construct and operate commercial mussel mariculture in offshore state waters near Ventura Harbor. The project goal is to provide a useful template for other areas of the California coast to increase production of domestic shellfish for sustainable food supply independence. Dudek prepared a permit strategy document that provides a comprehensive look and draws an efficient pathway through the numerous federal, state, and local environmental permits and requirements. Additionally, the team prepared permit application packages, including a biological assessment and essential fish habitat assessment for submission to the identified government agencies, including the Corps, National Marine Fisheries Service (NMFS), and the California Coastal Commission (CCC).

San Felipe Creek Restoration Project, Santa Clara Valley Habitat Agency (SCVHA), Santa Clara County, California. Regulatory permitting lead for the San Felipe Creek Restoration Project, which is being implemented as part of the fulfillment of the Santa Clara Valley Habitat Plan's conservation strategy. The San Felipe Creek Restoration Project will restore an approximately one-mile stretch of San Felipe Creek and its tributary Boyd's Creek within Joseph D. Grant County Park. Ms. Monarres is leading the coordination of all pre-application meetings with the regulatory agencies, including Corps, RWQCB, USFWS, and CDFW to gain early agency input and garner support for the project. Ms. Monarres is also submitting all permit application packages and writing up justification for the

Laurie Monarres – Continued

Habitat Agency's requested compensatory mitigation credits, which will be used to offset other Habitat Plan project impacts.

Gaviota Pier Reconstruction Project, California State Parks, Santa Barbara County, California. Dudek project manager for the project. Dudek is providing permitting assistance for the reconstruction project located in Gaviota State Park, which involves repair of the end of Gaviota Pier, which was damaged in a storm, and associated shoreline stabilization. We prepared and submitted applications for regulatory permits to the Corps, RWQCB, and the California Coastal Commission. Requirements of the application packages included documenting compliance with the Corps' Nationwide Permit terms and conditions, providing an alternatives analysis, and incorporating measures to account for sea level rise.

Southern Sacramento HCP and ARP, County of Sacramento, California. Currently assisting with finalizing the ARP in conjunction with the completion of the HCP. The ARP serves as the planning document for federal and state regulatory agencies, Corps, EPA, SWRCB, RWQCB, and the California Department of Fish and Wildlife (CDFW) to create permitting approaches compliant with their jurisdictional mandates, including sections 401 and 404 of the CWA, California's Porter-Cologne Water Quality Control Act, and California Fish and Game Code sections 1600, et seq. The ARP will fulfill the requirements of these regulatory agencies by protecting aquatic resources using a comprehensive, long-term watershed approach. This will allow the ARP to streamline permitting timelines as well as to improve the protection and management of aquatic resources in the Plan Area. Additional assistance provided to the County includes assistance with establishing an in-lieu fee program associated with the ARP and developing permitting templates for program implementation.

Newark Slough Mitigation Project Permit Review, Wildlands, Newark, California. Providing strategic advice and permitting assistance to Wildlands on their Newark Slough Mitigation Bank proposal. The project site consists of approximately 44 acres of former salt pond at the edge of San Francisco Bay, located near the Don Edwards San Francisco Bay National Wildlife Refuge. Dudek is advising Wildlands on the most efficient course forward to obtain approval of the proposal from the Corps and the Interagency Review Team (IRT), utilizing long-term relationships with the regulatory agency executives and staff and firsthand knowledge of mitigation requirements and the bank review process. Additionally, Ms. Monarres co-authored the mitigation bank's crediting methodology proposal with Wildlands.

Statewide General Permit for Restoration Projects, Sustainable Conservation, California. Provided strategic advice to Sustainable Conservation to establish a statewide general permit with the three California Corps Districts to expedite permitting of restoration projects. Work included coordination with the Corps in addition to the USFWS and NMFS to establish appropriate activities to be included in the authorization, proper thresholds and impact allowances, and development of notification and authorization procedures.

Wheatland Annexation Permitting and Jurisdiction, Gibson Ranch LLC, Yuba County, California. Served as Project Manager for the Wheatland Annexation Permitting Strategy and Jurisdictional Delineation. Dudek used existing wetland delineation data collected close to ten years prior and field checked and updated the delineation files for approximately 3,000 acres in support of a master planned community to be annexed to the City of Wheatland, California. Additionally, Ms. Monarres developed a comprehensive permitting strategy to guide the project through the most efficient path for permit approval from the regulatory and wildlife agencies.

Huntington Seawater Desalination Plant Environmental Impact Report (EIR), Poseidon Water LLC, Huntington Beach, California. Conducted a wetland delineation and prepared a delineation report for the future site of the desalination plant in Huntington Beach. The wetlands on-site exhibit hydrophytic vegetation and are only subject to the jurisdiction of the California Coastal Commission. Ms. Monarres is conducting a forensic site analysis to determine the extent of wetlands and to identify an appropriate compensatory mitigation ratio for the project's impacts.

Cullinen Ranch Restoration Project, San Pablo Bay, California. As Regulatory North Branch Chief, Ms. Monarres conducted senior review and approval of the Cullinen Ranch project, a 1500-acre tidal wetland restoration project within the San Pablo Bay National Wildlife Refuge. Coordinated and consulted with USFWS, NMFS, and CDFW on species habitat concerns and with BCDC on public access issues. Evaluated project design alternatives, 404(b)(1) compliance, and conducted public interest review.

San Francisco Bay Sand Mining, San Francisco Bay, California. Served as the senior Corps reviewer of permit extensions for existing operations and assisted with obtaining new approvals for commercial sand harvesting projects within the San Francisco Bay and Bay-Delta Estuary, as required by the Corps and BCDC. Evaluation included determining NEPA scope of analysis, identifying Corps jurisdiction, consulting with USFWS and NMFS under ESA Section 7, and identifying the necessary range of alternatives.

Piers 30-32, San Francisco, California. As Regulatory North Branch Chief, Ms. Monarres provided technical review and guidance during pre-application coordination between the Golden State Warriors, the Port of San Francisco, and the Corps. Coordinated with Corps Headquarters and office of counsel on issues regarding Clean Water Act 404 jurisdiction and appropriate level of NEPA review.

Mad River Gravel Mining Permits and LOP for Gravel Mining, Humboldt County, California. As Regulatory North branch Chief, Ms. Monarres organized and managed a team of project managers to evaluate and develop permitting vehicles for aggregate extraction projects along the north coast. Project review included coordination of a multi-agency team, including staff from NMFS, CDFW, RWQCB, and the local County of Humboldt Extraction Review Team (CHERT) to identify appropriate locations, amounts, and extraction techniques for numerous gravel bars along the Mad, Eel, Van Duzen, and Trinity River systems.

Runway Safety Area Improvements Project, Del Norte County Regional Airport, Del Norte, California. Served as the primary point of contact for the Corps San Francisco District to evaluate the projects' impacts pursuant to Section 404 of the CWA. Responsibilities included working with the project proponents to identify the least environmentally damaging practicable alternative (LEDPA) per the 404(b) (1) alternatives analysis, and helping design and shape the project's mitigation and monitoring plan (MMP), which ultimately encompassed approximately 20 acres of reestablishment/establishment and 70 acres of preservation at the Pacific Shores and Bay Meadows properties adjacent to Lake Earl. Work on the MMP included negotiation of appropriate ratios, performance standards, site monitoring, adequate financial assurances, and long-term management.

Programmatic 404/HCP Integration, Solano County, California. Oversaw team of project managers to develop a streamlined permitting program for public agencies/special district participants under the pending Solano County HCP. Recommended splitting projects into two different permit vehicles, a RGP for operations and maintenance impacts, and a LOP for new/permanent impacts. Worked with the project proponents and organized an interagency team consisting of both San Francisco and Sacramento Districts of the Corps, the State Water Resources Control Board (SWRCB), Environmental Protection Agency (EPA) Region 9, and the CDFW to identify a strategy for collection and compilation of necessary watershed data and to develop a watershed-level compensatory mitigation strategy.

Special Area Management Plan (SAMP), Otay River Watershed, San Diego, California. Served as the Corps Los Angeles District's project manager to develop alternatives and evaluate potential impacts of the various alternatives for the County of San Diego's SAMP. The ultimate goal was development of streamlined permitting vehicles within the watershed, incorporating appropriate avoidance and minimization measures. Work included evaluation of potential impacts using the Corps planning-level hydrogeomorphic (HGM) functional assessment method, identification of avoidance/ preservation areas within the watershed, and identifying mitigation strategies.

Specialized Training

U.S. Army Corps of Engineers PROSPECT Courses

- Regulatory I – Regulatory Program Overview, April 2005
- Regulatory IIA – Scope of Analysis, ESA, National Historic Preservation Act, July 2012
- Regulatory IIB – 404(b)(1) Guidelines, Public Interest Review, Mitigation, May 2013
- Regulatory IV – Wetland delineation taught in accordance with the 1987 Wetland Delineation Manual, June 2006
- Regulatory Leadership Development, July 2009
- Coastal Ecology, June 2008
- Cultural Resources, May 2011
- Fundamentals of Dredging, January 2010
- Environmental Law, April 2007

California Rapid Assessment Method (CRAM)

- Five day practitioner training for riverine and depressional wetlands, June 2012
- Two day introductory course for riverine wetlands, November 2007

Jepson Herbarium Courses sponsored by U.C. Berkeley

- 51 Families in the Field – Plant identification, April 2011
- Wetland Restoration, March 2012
- Mastering the Second Edition of the Jepson Manual, March 2013

Other Courses

- Mitigation Rule Familiarization Workshop sponsored by EPA/Corps, December 2008
- NEPA/Section 309 of the CAA Training Course sponsored by EPA, September 2008
- Biological Assessment Workshop with the USFWS – Preparing Biological Assessments to be used for Section 7 Consultations under the ESA, January 2006
- Wetland Plant Identification Course through the Wetland Training Institute, June 2005

Publications

Ikuta, L.A. and D.T. Blumstein, 2003. “Do fences protect birds from human disturbance?” *Biological Conservation* 112: 447-452.

Conference Presentations/Training

“Overview of the Corps Regulatory Program.” 2013–2018. Guest Lecture at University of San Francisco Wetland Delineation Class. San Francisco, California.

“Standard Operating Procedure for Determination of Mitigation Ratios.” 2014. Presentation at RWQCB Region 2 (San Francisco Bay) Training. Oakland, California.

“Coastal Regulatory Issues.” 2013–2014. Corps PROSPECT Instructor for Regulatory IIC Course.

“Overview of the Corps Regulatory Program.” 2014. Presentation at Pacific Gas and Electric (PG&E) San Francisco Office Training, San Francisco, California.

Laurie Monarres – Continued

“Permitting Processes for Shellfish Aquaculture.” 2013. Presentation at California Shellfish Initiative Stakeholder Workshop. Sacramento, California.

“Endangered Species Act and Essential Fish Habitat Consultations: Ensuring Compliance and Developing Programmatic Consultations.” 2012. Presentation at Corps National Regulatory Conference. Sacramento, California.

“Standard Operating Procedure for Determination of Mitigation Ratios.” 2012. Presentation at EPA Region 9 Wetlands Office Training. San Francisco, California.

“Current Status of Banks/IRT.” 2010. Presentation at Corps Mitigation and Conservation Bank Forum as San Francisco District Representative. Sacramento, California.

“Corps Regulatory Program: Authorities and Types of Permits, Decision Criteria and New Issues.” 2009. Presentation at EPA Region 9 Training Course on Section 404 of the Clean Water Act. San Francisco, California.

“The Effects of Disturbances and Management Practices on Southern California Coastal Wetlands.” 2006. Poster Presentation at 3rd National Conference on Estuarine and Habitat Restoration. New Orleans, Louisiana.

Awards

Department of the Army Achievement Medal for Civilian Service, February 2014

Tyler Friesen

GIS Analyst

Tyler Friesen is a geographic information system (GIS) analyst with 9 years' professional experience in geospatial technologies in both the private and public sectors. Mr. Friesen has been responsible for spatial modeling/analysis, data development, and map production, and has experience in database development and management, asset management, LIDAR analysis, spatial analysis, spatial model building, network analysis, raster analysis and online Web applications. He has assisted in the preparation of habitat conservation plans (HCPs), biological resources technical reports, and environmental impact reports (EIRs). Mr. Friesen has also provided GIS support for numerous biological resources reports, wetlands permitting and jurisdictional delineation reports, fire protection plans, and focused species surveys throughout California. He is trained in a wide range of industry-standard applications, including ArcGIS Suite, Trimble Pathfinder and TerraSync, ArcPad, and Microsoft Office Suite, as well as such hardware as Trimble GeoXH and Trimble Juno ST.



Tyler Friesen

Education

*San Diego State University
BA, Geography, (Environment and Society minor), 2011*

Certifications

*GPS for GIS
LIDAR in ArcGIS 10.1*

Professional Affiliations

*Bay Area Automated Mapping
Association (BAAMA)
URISA, Northern California*

Project Experience

Trunk Sewer Consolidation Project, Orange County Sanitation District, Costa Mesa, California. Served as primary GIS analyst responsible for data collection and management, analysis, and map production.

Technical reports included, biological resources report, California gnatcatcher (*Poliophtila californica*) focused survey report, and EIR. Project is in progress.

Utility GIS and Web Based/Mobile Application, Pauma Valley Community Services District (PVCSD), Pauma Valley, California. Served as primary GIS analyst responsible for data collection, creation, quality assurance/quality control, and figure creation. Organized, trained, and supervised field survey team in water and wastewater facility location collection using iPad-based mobile data collection application.

South Sacramento HCP EIR, County of Sacramento, California. Served as principal GIS analyst in support of the 374,000-acre conservation plan. Tasks have included data management, analysis/modeling, LIDAR analysis and map production. Responsible for creating species models run in an ArcSDE 10.1 environment. Additional supporting studies include an Aquatic Resource Plan and Watershed Management Plan. Project flow has been dynamic, requiring map production supporting day-to-day client interaction and timely decision making. Project is in progress.

Middle Martis Creek and Elizabethtown Wetland Delineation, Auerbach Engineering Corporation, Placer County, California. Served as principal GIS analyst tasked with the creation of project database, data acquisition, coordinating data distribution and collection between consultant team, analysis, and map production in support of the wetland delineation.

Lake Mathews Multiple Species Reserve HCP/Natural Community Conservation Plan , Metropolitan Water District of Southern California (MWDSC), Riverside County, California. Served as primary GIS analyst for 8,800 acre Resource Management Plan (RMP) and Habitat Management Plan (HMP) around Lake Mathews, operated by MWDSC. Responsibilities included modeling suitable habitats, analysis, database creation and management, and figure creation.

As-Needed Environmental Services, City of San Diego, California. Provided GIS support for focused surveys within the Otay watershed, including arroyo toad (*Anaxyrus californicus*). Developed the project database including GPS data collection, analysis, and created report maps.

San Pasqual River Weed Management Plan, City of San Diego, California. Provided GIS support for weed mapping, data creation, project database management, and data quality assurance/quality control.

As-Needed Biology and Cultural Resources, County of San Diego, California. Served as primary GIS analyst providing database management, analysis, and creation of report graphics and figures. Responsibilities included heads-up digitizing vegetation communities for four acquisition properties. Created vegetation community databases and graphics for each property using multiple classification methods including Holland-Oberbauer and the San Diego Vegetation Classification Manual.

Old Mission Dam Biological Technical Report, City of San Diego, California. Provided GIS support including database management, analysis, and creation of report graphics and figures in support of the biological technical report and joint permit application.

Star Ranch Agricultural Technical Report, RBF Consulting, San Diego, California. Served as primary GIS analyst providing database management, GIS analysis of on-site agricultural resources, impacts calculations, and the creation of report graphics and figures.

Yokohl Ranch Development Project, The Yokohl Ranch Company, LLC, Tulare County, California. Served as principal GIS analyst for 36,000-acre project. Provided GIS support in preparation of biological resources technical reports, cultural resource reports, management plans, wetland delineations, focused surveys, and EIRs. Responsible for all aspects of data collection and management, as well as display of over one hundred GIS layers. Modeled Golden Eagle nest viewsheds and over forty special-status species suitable habitats in ArcSDE 10.1. Developed a GPS data dictionary and ArcSDE database to support the survey, excavation, and evaluation of approximately 200 archaeological sites. Coordinated data distribution and collection between client and consultant team. Incorporated numerous data layers from different sources and formats for use on project. Project is in progress.

Alexander Crossings Apartments EIR, City of Napa, California. Served as the primary GIS analyst responsible map production and impacts analysis in support of the EIR. In charge of managing all GIS-related data in project database and responsible for keeping GIS data current. Project is complete.

McKinley Villages EIR, Thomas Law Group, Sacramento, California. Served as the principal GIS analyst responsible for all aspects of data collection and management. Technical studies included Biological Technical Report and Swainson's hawk (*Buteo swainsoni*) survey report.

Alpine Sierra EIR, Placer County Planning Department, California. Provided GIS support in preparation for the EIR, including database management and raster analysis. Responsible for all aspects of data collection and management, as well as display of GIS data. Project is in progress.

Animal Shelter Initial Study, Placer County Department of Facility Services, Auburn, California. Served as primary GIS analyst responsible for database management including the incorporation of computer-aided drafting and design (CADD) data into the GIS database and map production.

Rocketship Tamien Public Elementary Charter School and Joint-Use Facilities, Launchpad Development Company, San Jose, California. Served as principal GIS analyst for multiple school development sites throughout the City of San Jose. Responsibilities include database creation and management, the incorporation of numerous data layers from different sources including CADD data, analysis and figure creation.

University Village Fire Protection Plans (FPP), SSBT LCRE V LLC c/o JPB Development, LLC, San Diego, California. Provided GIS support during the preparation of the FPP by modeling fire station response times in network analyst. Responsible for the creation of project database, the incorporation of numerous data layers from different sources including CADD data to create multiple road networks, and FPP maps. Project is in progress.

Lilac Hills FPP, The Accretive Group of Companies, Valley Center, California. Provided GIS support during the preparation of the FPP by modeling fire station response times in network analyst. Responsible for the creation of project database and FPP maps.

La Jolla Crossroads Specific Environmental Impact Report (SEIR), Garden Communities, San Diego, California. Provided GIS support for database management and assisted the production of Environmental Impact Report graphics for a multi-building apartment complex. Project is complete.

New Telecommunications Facility California Environmental Quality Act (CEQA) Studies, California Public Utilities Commission (CPUC), Kern, California. Served as primary GIS analyst responsible for creation of project database and figures, as well data distribution.

Confidential Solar Energy Project, California. Served as primary GIS analyst in support of project database creation and management, research, analysis, and report graphics for critical issues analysis and the agricultural technical report.

Biosolids Composting Feasibility Study, Synagro Technologies, Inc., Alameda, Merced, and Solano Counties, California. Primary GIS analyst responsible for project database development and management, data acquisition, analysis, and map development. Provided GIS support for site feasibility studies and CEQA compliance of three proposed composting facility locations throughout the central valley.

Crown Castle Davenport Utility Alignment EIR, CPUC, San Mateo County, California. Responsibilities included database management, GIS analysis, and the creation of EIR figures. Developed project GIS database in ArcSDE 10.1 to support the creation of a real-time mobile GIS data collection application.

Solar Farm Environmental Permitting/Entitlement Services, California. Served as primary GIS analyst in support of project database creation and management, research, analysis, and report graphics for both the biological technical report and application for lease of state lands.

Ocotillo Wind Energy Facility Third-party Compliance Monitoring, Bureau of Land Management (BLM), Imperial County, California. Primary GIS analyst responsible for project database development and management. Organized data received from multiple engineering and environmental consultants for analysis, survey graphics, and regulatory compliance monitoring. Compiled planning, biological, geological and cultural data for use in an iPad-based mobile application for construction monitoring and regulatory compliance.

Natural Gas Vehicle Fueling Facility, ET Environmental, Oceanside, California. Served as principal GIS analyst for database management and figure creation in support of the MND. Project is complete.

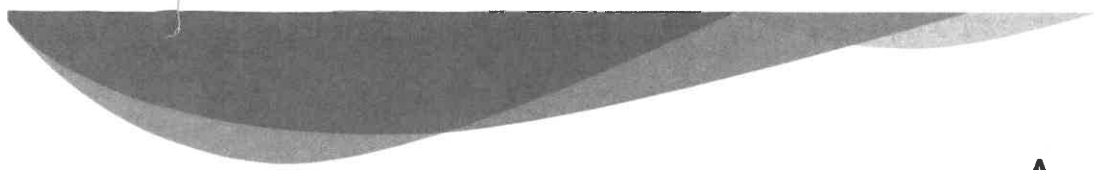
Regional Transit - Light Rail Construction Biological Monitoring, PGH Wong Engineering, Inc., South Sacramento, California. Served as primary GIS analyst responsible for database management including incorporating CADD data, map production, and data collection. Technical reports included Burrowing Owl (*Athene cunicularia*) Exclusion Plan.

Airport Master Plan/Aviation Facilities Environmental Support, Coffman Associates, Santa Barbara, California.

Served as support GIS analyst. Responsible for data creation of vegetation communities from field maps and GPS data post processing to create a master vegetation communities database.

Multiple Species Conservation Program (MSCP) and GIS Management Aide, City of San Diego, California.

Provided GIS and biological monitoring support for the management of the City of San Diego Open Space Parks and Preserves. Support included map production, database management, habitat surveying and assessment, development of data collection best practices, mobile GIS implementation for brush management, and technical research. Supported the development and implementation of natural resource management plans, habitat restoration plans, and open space recreation plans by creating and reviewing maps and plans for conformance with the City of San Diego's MSCP, as well as reviewing legal requirements to assist with environmental compliance. Conducted surveys and environmental monitoring of rare and endangered species under the direction of MSCP biologists.



Appendix B

Signed Addendum

IMPORTANT

6/20/2019

TO: Proposers

FROM: Matt Ocko, Environmental Utilities

RE: RFP #08-055 (Saugstad Urban Rivers Grant Bank Stabilization Project)

*****ADDENDUM ONE*****

Please note the following revisions, which represent one attachment:

Revision to Tasks

Add to page 7, 4.0 Scope of Services, a. Task 1.0 Design, vi. Hydraulic modeling

Task 1.6 Hydraulic Modeling listed in the scope of work. Our goal for the project is to see a zero rise with the project to not alter the flood designation or capacity. The hydraulic model will have to model pre- and post-project conditions, to FEMA standards, for the floodplain and the FEMA flood way and that a "No-Rise" certificate will be required for the completed project.

Add to page 6-7 4.0 Scope of Services a. Task 1.0 Design v. 1.5 Permitting

CVFPB permits will be required so please remember to propose on any/all applicable permits/assessments required for project completion including but not limited to the ones listed in task 1.5 (Permitting) on the Scope of Work. The City Flood Plain Manager will be the City liaison to the CVFPB after a 60% design is completed.

You must acknowledge receipt of this addendum by including a signed copy with your proposal submittal.

I acknowledge receipt of Addendum One

Name Robert Kyle Matthews

Signature _____

Company Habitat Restoration Sciences, Inc. Date 6/28/2019



HRS OFFICES

Vista (Corporate Main)
Rocklin
Auburn

ADDITIONAL DUDEK OFFICES

Encinitas
San Juan Capistrano
Santa Barbara
Santa Clarita
Palm Desert
Riverside

916-408-2990 | HRSRESTORATION.COM | INFORMATION@HRS.DUDEK.COM

ORDINANCE NO. 6150

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Saugstad Urban Rivers Grant Bank Stabilization project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$75,000.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT



COUNCIL COMMUNICATION

CC #: 0423

File #: 0400-04-13-2 & 0400-02 & 0400-03

Title: Second Reading of Ordinance - Creekview Specific Plan Rezone and Development Agreement Amendment
Contact: Charity Gold 916-774-5247 cgold@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6149 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, and ORDINANCE NO. 6151 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Charity Gold, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6149

Ordinance No. 6151

ORDINANCE NO. 6149

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as the Creekview Specific Plan, as shown and so designated in Exhibit “E”, which is attached hereto and incorporated herein by reference.

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 23rd day of October, 2019, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6151

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC
PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to Development Agreement by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, pertaining to the property located within the Creekview Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered the Addendum to the Creekview Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Creekview Specific Plan Amendment;
2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to the Development Agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0413

File #: 0600-01

Title: Staffing Position Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 7.24.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff is recommending the following changes to the City's staffing allocation schedule to meet its business needs. Staff recommends that City Council approve the attached city-wide allocation schedule effective November 9, 2019.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. Human Resources staff are continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the City's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. As a result, staff is requesting the reclassification of two (2) vacant allocations and the deletion of two (2) allocations.

Development Services Department

In order to meet the demands and goals of the department and the City and the needs of the development community, staff is requesting that a vacant Engineering Technician allocation be reclassified to an Assistant Engineer allocation. The FY2019-20 impact would be \$25,251.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact*	FY2019-20 Impact
Engineering Technician	Assistant Engineer	\$100,355	\$141,388	\$41,033	\$25,251
Total:				\$41,033	\$25,251

*This amount includes the estimated incremental pension cost of \$2,969.

Parks, Recreation and Libraries Department

Staff is requesting that a vacant Parks, Recreation and Libraries Technician position be reclassified to Administrative Technician. The reclass was funded in the FY2019-20 budget but the change was not reflected in the position changes approved with the budget.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact*	FY2019-20 Impact
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Parks, Recreation & Libraries Technician	Administrative Technician	\$98,694	\$105,806	\$7,112	Already Funded in the FY2019-20 Budget
Total:				\$7,112	\$0

*This amount includes the estimated incremental pension cost of \$515.

Allocation Schedule Reconciliation

Throughout the year, Council has approved new allocations as promotional opportunities with the expectation that positions will be identified for elimination from the allocation schedule after the promotional recruitment process is complete. As such, staff is requesting the following allocations be deleted from the allocation schedule:

Department	Unfunded Vacant Position
Public Works	Marketing & Communications Analyst
Environmental Utilities	Senior Engineer

Please note, at the August 7, 2019 Council meeting, staff requested a new Administrative Supervisor position for the Environmental Utilities Department. With that request, staff indicated that the vacancy resulting from the promotional recruitment for the Administrative Supervisor position would be eliminated to help fund the new position. That was incorrect as there was full funding for the Administrative Supervisor position included already in the FY2019-20 budget. The resulting vacancy, Administrative Technician, is funded and will not be eliminated.

FISCAL IMPACT

The total fiscal impact for FY2019-20 is \$25,251, which will be reimbursed by revenues in the Development Services Department budget. The ongoing cost of these positions will be incorporated into the FY2020-21 proposed budget.

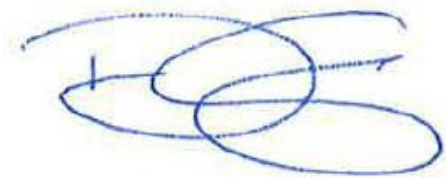
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Citywide Position Allocation 11-09-2019



Report as of Date:

11/09/2019

Position Code	Position Title	Job Name	Allocated FTE
CAO220245001	Assistant City Attorney	Assistant City Attorney	1.000
CAO221200001	City Attorney	City Attorney	1.000
CAO224096002	Legal Clerk I/II	Legal Clerk II	1.000
CAO224096001	Legal Clerk I/II	Legal Clerk II	1.000
CAO225015001	Paralegal	Paralegal	1.000
CAO227123004	Senior Deputy City Attorney	Senior Deputy City Attorney	1.000
CAO227123003	Senior Deputy City Attorney	Senior Deputy City Attorney	1.000
CAO227123002	Senior Deputy City Attorney	Senior Deputy City Attorney	1.000
CAO227123001	Senior Deputy City Attorney	Senior Deputy City Attorney	1.000
Total for Department:		CAO City Attorney	9.000



Report as of Date:

11/09/2019

Position Code	Position Title	Job Name	Allocated FTE
CCD360250001	Assistant City Clerk	Assistant City Clerk	1.000
CCD361220001	City Clerk	City Clerk	1.000
CCD361227004	City Clerk Technician I/II	City Clerk Technician II	1.000
CCD361227003	City Clerk Technician I/II	City Clerk Technician II	1.000
CCD361227002	City Clerk Technician I/II	City Clerk Technician II	1.000
CCD361227001	City Clerk Technician I/II	City Clerk Technician II	1.000
CCD361665003	Deputy City Clerk I/II	Deputy City Clerk II	1.000
CCD361665002	Deputy City Clerk I/II	Deputy City Clerk II	1.000
CCD361665001	Deputy City Clerk I/II	Deputy City Clerk II	1.000
CCD369548006	Passport/Livescan Agent	Passport/Livescan Agent	0.500
CCD369548005	Passport/Livescan Agent	Passport/Livescan Agent	0.500
CCD369548004	Passport/Livescan Agent	Passport/Livescan Agent	0.500
CCD369548003	Passport/Livescan Agent	Passport/Livescan Agent	0.500
CCD369548002	Passport/Livescan Agent	Passport/Livescan Agent	0.500
CCD369548001	Passport/Livescan Agent	Passport/Livescan Agent	0.500
Total for Department:		CCD City Clerk Department	12.000



Report as of Date:

11/09/2019

Position Code	Position Title	Job Name	Allocated FTE
CMO140325002	Assistant City Manager	Assistant City Manager	1.000
CMO140325001	Assistant City Manager	Assistant City Manager	1.000
CMO141240001	City Manager	City Manager	1.000
CMO142540001	Environmental Coordinator	Environmental Coordinator	1.000
CMO142551001	Executive Assistant	Executive Assistant	1.000
CMO144457001	Management Assistant I/II	Management Assistant II	1.000
Total for Department:		CMO City Manager	6.000



Report as of Date:

11/09/2019

Position Code	Position Title	Job Name	Allocated FTE
DSD660050001	Administrative Analyst I/II	Administrative Analyst II	1.000
DSD660071001	Administrative Assistant	Administrative Assistant	1.000
DSD660084001	Administrative Technician	Administrative Technician	1.000
DSD660338004	Assistant/Junior Engineer	Assistant Engineer	1.000
DSD660338003	Assistant/Junior Engineer	Assistant Engineer	1.000
DSD660338002	Assistant/Junior Engineer	Assistant Engineer	1.000
DSD660338001	Assistant/Junior Engineer	Assistant Engineer	1.000
DSD660820003	Associate Engineer	Associate Engineer	1.000
DSD660820002	Associate Engineer	Associate Engineer	1.000
DSD660820001	Associate Engineer	Associate Engineer	1.000
DSD660900006	Associate/Assistant Planner	Associate Planner	1.000
DSD660900005	Associate/Assistant Planner	Associate Planner	1.000
DSD660900004	Associate/Assistant Planner	Associate Planner	1.000
DSD660900003	Associate/Assistant Planner	Associate Planner	1.000
DSD660900002	Associate/Assistant Planner	Associate Planner	1.000
DSD660900001	Associate/Assistant Planner	Associate Planner	1.000
DSD661017001	Building Inspection Supervisor	Building Inspection Supervisor	1.000
DSD661019006	Building Inspector I/II	Building Inspector II	1.000
DSD661019005	Building Inspector I/II	Building Inspector II	1.000
DSD661019004	Building Inspector I/II	Building Inspector II	1.000
DSD661019003	Building Inspector I/II	Building Inspector II	1.000
DSD661019002	Building Inspector I/II	Building Inspector II	1.000
DSD661019001	Building Inspector I/II	Building Inspector II	1.000
DSD661043001	Building Official	Building Official	1.000
DSD661047004	Building Plans Examiner I/II	Building Plans Examiner II	1.000
DSD661047003	Building Plans Examiner I/II	Building Plans Examiner II	1.000
DSD661047002	Building Plans Examiner I/II	Building Plans Examiner II	1.000



Report as of Date:

11/09/2019

DSD661047001	Building Plans Examiner I/II	Building Plans Examiner II	1.000
DSD661369003	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1.000
DSD661369002	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1.000
DSD661369001	Code Enforcement Inspector I/II	Code Enforcement Inspector II	1.000
DSD661368001	Code Enforcement Supervisor	Code Enforcement Supervisor	1.000
DSD661248001	Construction Inspection Supervisor	Construction Inspection Supervisor	1.000
DSD661434006	Construction Inspector I/II	Construction Inspector II	1.000
DSD661434005	Construction Inspector I/II	Construction Inspector II	1.000
DSD661434004	Construction Inspector I/II	Construction Inspector II	1.000
DSD661434003	Construction Inspector I/II	Construction Inspector II	1.000
DSD661434002	Construction Inspector I/II	Construction Inspector II	1.000
DSD661434001	Construction Inspector I/II	Construction Inspector II	1.000
DSD661280001	Development Services Administrator	Development Services Administrator	1.000
DSD661282001	Development Services Analyst	Development Services Analyst	1.000
DSD661676001	Development Services Director	Development Services Director	1.000
DSD661695001	Development Services Manager	Development Services Manager	1.000
DSD661672003	Development Technician I/II	Development Technician II	1.000
DSD661672002	Development Technician I/II	Development Technician II	1.000
DSD661672001	Development Technician I/II	Development Technician II	1.000
DSD661277001	Engineering Manager	Engineering Manager	1.000
DSD663412001	GIS Analyst I/II	GIS Analyst II	1.000
DSD662214001	GIS Technician I/II	GIS Technician II	1.000
DSD664957002	Office Assistant I/II	Office Assistant II	1.000
DSD664957001	Office Assistant I/II	Office Assistant II	1.000
DSD665279003	Permit Technician I/II	Permit Technician II	1.000
DSD665279002	Permit Technician I/II	Permit Technician II	1.000
DSD665279001	Permit Technician I/II	Permit Technician II	1.000
DSD661501001	Permits Supervisor	Permits Supervisor	1.000
DSD665309001	Planning Manager	Planning Manager	1.000
DSD665514001	Principal Engineer	Principal Engineer	1.000



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DSD667117001	Senior Building Inspector	Senior Building Inspector	1.000
DSD667195001	Senior Building Plans Examiner	Senior Building Plans Examiner	1.000
DSD667121002	Senior Construction Inspector	Senior Construction Inspector	1.000
DSD667121001	Senior Construction Inspector	Senior Construction Inspector	1.000
DSD661281001	Senior Development Services Analyst	Senior Development Services Analyst	1.000
DSD667142003	Senior Engineer	Senior Engineer	1.000
DSD667142002	Senior Engineer	Senior Engineer	1.000
DSD667142001	Senior Engineer	Senior Engineer	1.000
DSD661502001	Senior Permits Technician	Senior Permits Technician	1.000
DSD667180002	Senior Planner	Senior Planner	1.000
DSD667180001	Senior Planner	Senior Planner	1.000
Total for Department:		DSD Development Services Department	68.000



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Position Code	Position Title	Job Name	Allocated FTE
EDD540050001	Administrative Analyst I/II	Administrative Analyst II	1.000
EDD541675001	Development Analyst I/II	Development Analyst II	1.000
EDD541710001	Economic Development Director	Economic Development Director	1.000
EDD541001002	Economic Development Project Manager	Economic Development Project Manager	1.000
EDD541001001	Economic Development Project Manager	Economic Development Project Manager	1.000
EDD542551001	Executive Assistant	Executive Assistant	1.000
EDD543402003	Housing Analyst I/II	Housing Analyst II	1.000
EDD543402002	Housing Analyst I/II	Housing Analyst II	1.000
EDD543402001	Housing Analyst I/II	Housing Analyst II	1.000
EDD543589001	Housing Manager	Housing Manager	1.000
EDD543592003	Housing Technician I/II	Housing Technician II	1.000
EDD543592002	Housing Technician I/II	Housing Technician II	1.000
EDD543592001	Housing Technician I/II	Housing Technician II	1.000
EDD544957001	Office Assistant I/II	Office Assistant II	1.000
EDD547148001	Senior Housing Technician	Senior Housing Technician	1.000
Total for Department:		EDD Economic Development Department	15.000



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Position Code	Position Title	Job Name	Allocated FTE
ELE700071001	Administrative Assistant	Administrative Assistant	1.000
ELE700084004	Administrative Technician	Administrative Technician	1.000
ELE700084003	Administrative Technician	Administrative Technician	1.000
ELE700084002	Administrative Technician	Administrative Technician	1.000
ELE700084001	Administrative Technician	Administrative Technician	1.000
ELE701505001	AMI Project Manager	AMI Project Manager	1.000
ELE700395003	Assistant Electric Utility Director	Assistant Electric Utility Director	1.000
ELE700395002	Assistant Electric Utility Director	Assistant Electric Utility Director	1.000
ELE700395001	Assistant Electric Utility Director	Assistant Electric Utility Director	1.000
ELE701548002	Data Management Specialist I/II	Data Management Specialist II	1.000
ELE701548001	Data Management Specialist I/II	Data Management Specialist II	1.000
ELE701645001	Department Public Information Officer	Department Public Information Officer	1.000
ELE701312006	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE701312005	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE701312004	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE701312003	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE701312002	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE701312001	Electric Business Analyst I/II	Electric Business Analyst II	1.000
ELE702335003	Electric Compliance Analyst	Electric Compliance Analyst	1.000
ELE702335002	Electric Compliance Analyst	Electric Compliance Analyst	1.000
ELE702335001	Electric Compliance Analyst	Electric Compliance Analyst	1.000
ELE706285001	Electric Customer Programs Supervisor	Electric Customer Programs Supervisor	1.000
ELE702330002	Electric Drafting Technician I/II	Electric Drafting Technician II	1.000
ELE702330001	Electric Drafting Technician I/II	Electric Drafting Technician II	1.000
ELE702345005	Electric Engineering Technician I/II	Electric Engineering Technician II	1.000
ELE702345004	Electric Engineering Technician I/II	Electric Engineering Technician II	1.000
ELE702345003	Electric Engineering Technician I/II	Electric Engineering Technician II	1.000



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ELE702345002	Electric Engineering Technician I/II	Electric Engineering Technician II	1.000
ELE702345001	Electric Engineering Technician I/II	Electric Engineering Technician II	1.000
ELE702284001	Electric Engineering Technician Supervisor	Electric Engineering Technician Supervisor	1.000
ELE702286003	Electric Line Troubleshooter	Electric Line Troubleshooter	1.000
ELE702286002	Electric Line Troubleshooter	Electric Line Troubleshooter	1.000
ELE702286001	Electric Line Troubleshooter	Electric Line Troubleshooter	1.000
ELE702212004	Electric Materials Technician I/II	Electric Materials Technician II	1.000
ELE702212003	Electric Materials Technician I/II	Electric Materials Technician II	1.000
ELE702212002	Electric Materials Technician I/II	Electric Materials Technician II	1.000
ELE702212001	Electric Materials Technician I/II	Electric Materials Technician II	1.000
ELE702338001	Electric Operations Manager	Electric Operations Manager	1.000
ELE702339002	Electric Operations Supervisor	Electric Operations Supervisor	1.000
ELE702339001	Electric Operations Supervisor	Electric Operations Supervisor	1.000
ELE702254001	Electric Preventive Data System Technician	Electric Preventive Data System Technician	1.000
ELE702316005	Electric Resources Analyst I/II	Electric Resources Analyst II	1.000
ELE702316004	Electric Resources Analyst I/II	Electric Resources Analyst II	1.000
ELE702316003	Electric Resources Analyst I/II	Electric Resources Analyst II	1.000
ELE702316002	Electric Resources Analyst I/II	Electric Resources Analyst II	1.000
ELE702316001	Electric Resources Analyst I/II	Electric Resources Analyst II	1.000
ELE702216001	Electric Risk and Compliance Supervisor	Electric Risk and Compliance Supervisor	1.000
ELE702352001	Electric Safety Coordinator	Electric Safety Coordinator	1.000
ELE702319001	Electric Substation Supervisor	Electric Substation Supervisor	1.000
ELE702350003	Electric System Dispatcher	Electric System Dispatcher	1.000
ELE702350002	Electric System Dispatcher	Electric System Dispatcher	1.000
ELE702350001	Electric System Dispatcher	Electric System Dispatcher	1.000
ELE702358001	Electric Technology System Supervisor	Electric Technology System Supervisor	1.000
ELE702359003	Electric Technology System Technician	Electric Technology System Technician	1.000
ELE702359002	Electric Technology System Technician	Electric Technology System Technician	1.000
ELE702359001	Electric Technology System Technician	Electric Technology System Technician	1.000
ELE709560001	Electric Technology Systems Administrator	Electric Technology Systems Administrator	1.000



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ELE702320001	Electric Utility Director	Electric Utility Director	1.000
ELE702215001	Electric Utility Financial Administrator	Electric Utility Financial Administrator	1.000
ELE709250002	Electric Utility Inspection Technician	Electric Utility Inspection Technician	1.000
ELE709250001	Electric Utility Inspection Technician	Electric Utility Inspection Technician	1.000
ELE702362017	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362016	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362015	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362014	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362013	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362012	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362011	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362010	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362009	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362008	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362007	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362006	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362005	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362004	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362003	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362002	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702362001	Electric Utility Technician I/II	Electric Utility Technician II	1.000
ELE702285015	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285014	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285013	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285012	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285011	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285010	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285009	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285008	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285007	Electric/Apprentice Line Technician	Electric Line Technician	1.000



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ELE702285006	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285005	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285004	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285003	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285002	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702285001	Electric/Apprentice Line Technician	Electric Line Technician	1.000
ELE702466004	Energy Program Technician	Energy Program Technician	1.000
ELE702466003	Energy Program Technician	Energy Program Technician	1.000
ELE702466002	Energy Program Technician	Energy Program Technician	1.000
ELE702466001	Energy Program Technician	Energy Program Technician	1.000
ELE702501002	Energy Services Account Representative I/II	Energy Services Account Representative II	1.000
ELE702501001	Energy Services Account Representative I/II	Energy Services Account Representative II	1.000
ELE703412001	GIS Analyst I/II	GIS Analyst II	1.000
ELE701648001	Government Relations Representative I/II	Government Relations Representative II	1.000
ELE703608003	Instrument and Control Technician	Instrument and Control Technician	1.000
ELE703608002	Instrument and Control Technician	Instrument and Control Technician	1.000
ELE703608001	Instrument and Control Technician	Instrument and Control Technician	1.000
ELE704517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1.000
ELE704957005	Office Assistant I/II	Office Assistant II	1.000
ELE704957004	Office Assistant I/II	Office Assistant II	1.000
ELE704957003	Office Assistant I/II	Office Assistant II	1.000
ELE704957002	Office Assistant I/II	Office Assistant II	1.000
ELE704957001	Office Assistant I/II	Office Assistant II	1.000
ELE705596004	Power Engineer I/II	Power Engineer II	1.000
ELE705596003	Power Engineer I/II	Power Engineer II	1.000
ELE705596002	Power Engineer I/II	Power Engineer II	1.000
ELE705596001	Power Engineer I/II	Power Engineer II	1.000
ELE705505001	Power Engineering Manager	Power Engineering Manager	1.000
ELE705600001	Power Generation Superintendent	Power Generation Superintendent	1.000
ELE705591001	Power Plant Engineer I/II	Power Plant Engineer II	1.000



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ELE705526003	Power Plant Mechanic	Power Plant Mechanic	1.000
ELE705526002	Power Plant Mechanic	Power Plant Mechanic	1.000
ELE705526001	Power Plant Mechanic	Power Plant Mechanic	1.000
ELE705530002	Power Plant Operations and Maintenance Supervisor	Power Plant Operations & Maintenance Supervisor	1.000
ELE705530001	Power Plant Operations and Maintenance Supervisor	Power Plant Operations & Maintenance Supervisor	1.000
ELE705523008	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523007	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523006	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523005	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523004	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523003	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523002	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705523001	Power Plant Operator Technician I/II	Power Plant Operator Technician II	1.000
ELE705535001	Power Supply and Portfolio Administrator	Power Supply and Portfolio Administrator	1.000
ELE707128003	Senior Electric Business Analyst	Senior Electric Business Analyst	1.000
ELE707128002	Senior Electric Business Analyst	Senior Electric Business Analyst	1.000
ELE707128001	Senior Electric Business Analyst	Senior Electric Business Analyst	1.000
ELE707118005	Senior Electric Line Technician	Senior Electric Line Technician	1.000
ELE707118004	Senior Electric Line Technician	Senior Electric Line Technician	1.000
ELE707118003	Senior Electric Line Technician	Senior Electric Line Technician	1.000
ELE707118002	Senior Electric Line Technician	Senior Electric Line Technician	1.000
ELE707118001	Senior Electric Line Technician	Senior Electric Line Technician	1.000
ELE707169001	Senior Electric Materials Technician	Senior Electric Materials Technician	1.000
ELE707124001	Senior Electric Metering Technician	Senior Electric Metering Technician	1.000
ELE707126003	Senior Electric Substation Technician	Senior Electric Substation Technician	1.000
ELE707126002	Senior Electric Substation Technician	Senior Electric Substation Technician	1.000
ELE707126001	Senior Electric Substation Technician	Senior Electric Substation Technician	1.000
ELE707168001	Senior Electric System Dispatcher	Senior Electric System Dispatcher	1.000
ELE707163002	Senior Energy Services Account Representative	Senior Energy Services Account Representative	1.000
ELE707163001	Senior Energy Services Account Representative	Senior Energy Services Account Representative	1.000



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ELE707151002	Senior Power Engineer	Senior Power Engineer	1.000
ELE707151001	Senior Power Engineer	Senior Power Engineer	1.000
ELE705555001	Senior Power Plant Engineer	Senior Power Plant Engineer	1.000
ELE707152004	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1.000
ELE707152003	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1.000
ELE707152002	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1.000
ELE707152001	Senior Power Plant Operator Technician	Senior Power Plant Operator Technician	1.000
ELE701646001	Utility Government Relations Administrator	Utility Government Relations Administrator	1.000
Total for Department:		ELE Electric Department	155.000



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Position Code	Position Title	Job Name	Allocated FTE
EUD740071001	Administrative Assistant	Administrative Assistant	1.000
EUD741003001	Administrative Supervisor	Administrative Supervisor	1.000
EUD740084004	Administrative Technician	Administrative Technician	1.000
EUD740084002	Administrative Technician	Administrative Technician	1.000
EUD740084001	Administrative Technician	Administrative Technician	1.000
EUD740411003	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1.000
EUD740411002	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1.000
EUD740411001	Assistant Environmental Utilities Director	Assistant Environmental Utilities Director	1.000
EUD740338001	Assistant/Junior Engineer	Assistant Engineer	1.000
EUD740820002	Associate Engineer	Associate Engineer	1.000
EUD740820001	Associate Engineer	Associate Engineer	1.000
EUD741548003	Data Management Specialist I/II	Data Management Specialist II	1.000
EUD741548002	Data Management Specialist I/II	Data Management Specialist II	1.000
EUD741548001	Data Management Specialist I/II	Data Management Specialist II	1.000
EUD749561001	Data Management System Administrator	Data Management System Administrator	1.000
EUD741645001	Department Public Information Officer	Department Public Information Officer	1.000
EUD741672001	Development Technician I/II	Development Technician II	1.000
EUD742385005	Electronics Technician I/II	Electronics Technician II	1.000
EUD742385004	Electronics Technician I/II	Electronics Technician II	1.000
EUD742385003	Electronics Technician I/II	Electronics Technician II	1.000
EUD742385002	Electronics Technician I/II	Electronics Technician II	1.000
EUD742385001	Electronics Technician I/II	Electronics Technician II	1.000
EUD741350002	Engineering Technician I/II	Engineering Technician II	1.000
EUD741350001	Engineering Technician I/II	Engineering Technician II	1.000
EUD742544002	Environmental Compliance Specialist I/II	Environmental Compliance Specialist II	1.000
EUD742544001	Environmental Compliance Specialist I/II	Environmental Compliance Specialist II	1.000
EUD742548001	Environmental Utilities Business Administrator	Environmental Utilities Business Administrator	1.000



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EUD741684001	Environmental Utilities Director	Environmental Utilities Director	1.000
EUD742547003	Environmental Utilities Rate Analyst I/II	Environmental Utilities Rate Analyst II	1.000
EUD742547002	Environmental Utilities Rate Analyst I/II	Environmental Utilities Rate Analyst II	1.000
EUD742547001	Environmental Utilities Rate Analyst I/II	Environmental Utilities Rate Analyst II	1.000
EUD742541001	Environmental Utility Compliance Administrator	Environmental Utility Compliance Administrator	1.000
EUD749550001	ERP Business Analyst I/II	ERP Business Analyst II	1.000
EUD743335002	Finance Clerk I/II	Finance Clerk II	1.000
EUD743335001	Finance Clerk I/II	Finance Clerk II	1.000
EUD743412003	GIS Analyst I/II	GIS Analyst II	1.000
EUD743412002	GIS Analyst I/II	GIS Analyst II	1.000
EUD743412001	GIS Analyst I/II	GIS Analyst II	1.000
EUD743451001	Government Relations Administrator	Government Relations Administrator	1.000
EUD741002001	Hydrogeologist	Hydrogeologist	1.000
EUD743604002	Industrial Waste Specialist	Industrial Waste Specialist	1.000
EUD743604001	Industrial Waste Specialist	Industrial Waste Specialist	1.000
EUD743610002	Industrial Waste Technician	Industrial Waste Technician	1.000
EUD743732001	Interpretive Services Specialist I/II	Interpretive Services Specialist II	1.000
EUD743740001	Interpretive Services Supervisor	Interpretive Services Supervisor	1.000
EUD744020005	Laboratory Technician I/II	Laboratory Technician II	1.000
EUD744020004	Laboratory Technician I/II	Laboratory Technician II	1.000
EUD744020003	Laboratory Technician I/II	Laboratory Technician II	1.000
EUD744020002	Laboratory Technician I/II	Laboratory Technician II	1.000
EUD744020001	Laboratory Technician I/II	Laboratory Technician II	1.000
EUD744517002	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1.000
EUD744517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	1.000
EUD744520001	Materials Technician	Materials Technician	1.000
EUD744957011	Office Assistant I/II	Office Assistant II	1.000
EUD744957010	Office Assistant I/II	Office Assistant II	1.000
EUD744957009	Office Assistant I/II	Office Assistant II	1.000
EUD744957008	Office Assistant I/II	Office Assistant II	1.000



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EUD744957007	Office Assistant I/II	Office Assistant II	1.000
EUD744957006	Office Assistant I/II	Office Assistant II	1.000
EUD744957005	Office Assistant I/II	Office Assistant II	1.000
EUD744957004	Office Assistant I/II	Office Assistant II	1.000
EUD744957003	Office Assistant I/II	Office Assistant II	1.000
EUD744957002	Office Assistant I/II	Office Assistant II	1.000
EUD744957001	Office Assistant I/II	Office Assistant II	1.000
EUD745319002	Plant and Equipment Maintenance Worker I/II	Plant and Equipment Maintenance Worker II	1.000
EUD745319001	Plant and Equipment Maintenance Worker I/II	Plant and Equipment Maintenance Worker II	1.000
EUD745328006	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745328005	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745328004	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745328003	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745328002	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745328001	Plant and Equipment Mechanic I/II	Plant and Equipment Mechanic II	1.000
EUD745402001	Predictive Maintenance Technician I/II	Predictive Maintenance Technician II	1.000
EUD745533002	Preventative Maintenance Coordinator	Preventative Maintenance Coordinator	1.000
EUD745533001	Preventative Maintenance Coordinator	Preventative Maintenance Coordinator	1.000
EUD745519002	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1.000
EUD745519001	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1.000
EUD745502003	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1.000
EUD745502002	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1.000
EUD745502001	Preventative Maintenance Technician I/II	Preventative Maintenance Technician II	1.000
EUD745514002	Principal Engineer	Principal Engineer	1.000
EUD745514001	Principal Engineer	Principal Engineer	1.000
EUD741004001	Process Engineer	Process Engineer	1.000
EUD745615001	Public Affairs and Communications Administrator	Public Affairs and Communications Administrator	1.000
EUD746150001	Recycling and Organics Coordinator	Recycling and Organics Coordinator	1.000
EUD746244001	Refuse and Stormwater Manager	Refuse and Stormwater Manager	1.000
EUD746226004	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1.000



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EUD746226003	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1.000
EUD746226002	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1.000
EUD746226001	Refuse Maintenance Worker I/II	Refuse Maintenance Worker II	1.000
EUD746231001	Refuse Superintendent	Refuse Superintendent	1.000
EUD746235002	Refuse Supervisor	Refuse Supervisor	1.000
EUD746235001	Refuse Supervisor	Refuse Supervisor	1.000
EUD746304036	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304035	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304034	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304033	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304032	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304031	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304030	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304029	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304028	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304027	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304026	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304025	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304024	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304023	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304022	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304021	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304020	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304019	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304018	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304017	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304016	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304015	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304014	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304013	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000



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EUD746304012	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304011	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304010	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304009	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304008	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304007	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304006	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304005	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304004	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304003	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304002	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746304001	Refuse Truck Driver I/II	Refuse Truck Driver II	1.000
EUD746500002	Safety Coordinator	Safety Coordinator	1.000
EUD746500001	Safety Coordinator	Safety Coordinator	1.000
EUD747020002	SCADA System Technician	SCADA System Technician	1.000
EUD747020001	SCADA System Technician	SCADA System Technician	1.000
EUD747142004	Senior Engineer	Senior Engineer	1.000
EUD747142003	Senior Engineer	Senior Engineer	1.000
EUD747142002	Senior Engineer	Senior Engineer	1.000
EUD747162001	Senior Engineering Technician	Senior Engineering Technician	1.000
EUD747161001	Senior GIS Analyst	Senior GIS Analyst	1.000
EUD743733001	Senior Interpretive Services Specialist	Senior Interpretive Services Specialist	1.000
EUD747205001	Senior Plant and Equipment Mechanic	Senior Plant and Equipment Mechanic	1.000
EUD747284002	Senior Preventative Maintenance Technician	Senior Preventative Maintenance Technician	1.000
EUD747284001	Senior Preventative Maintenance Technician	Senior Preventative Maintenance Technician	1.000
EUD747129006	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000
EUD747129005	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000
EUD747129004	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000
EUD747129003	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000
EUD747129002	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000



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EUD747129001	Senior Refuse Truck Driver	Senior Refuse Truck Driver	1.000
EUD749559001	Senior SCADA System Technician	Senior SCADA System Technician	1.000
EUD741279001	Senior Solid Waste Billing Technician	Senior Solid Waste Billing Technician	1.000
EUD747202004	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1.000
EUD747202003	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1.000
EUD747202002	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1.000
EUD747202001	Senior Wastewater Utility Maintenance Worker	Senior Wastewater Utility Maintenance Worker	1.000
EUD747204005	Senior Water Distribution Worker	Senior Water Distribution Worker	1.000
EUD747204004	Senior Water Distribution Worker	Senior Water Distribution Worker	1.000
EUD747204003	Senior Water Distribution Worker	Senior Water Distribution Worker	1.000
EUD747204002	Senior Water Distribution Worker	Senior Water Distribution Worker	1.000
EUD747204001	Senior Water Distribution Worker	Senior Water Distribution Worker	1.000
EUD747324001	Solid Waste Billing Technician	Solid Waste Billing Technician	1.000
EUD741646002	Utility Government Relations Administrator	Utility Government Relations Administrator	1.000
EUD741646001	Utility Government Relations Administrator	Utility Government Relations Administrator	1.000
EUD748980001	Wastewater Collection Superintendent	Wastewater Collection Superintendent	1.000
EUD748978001	Wastewater Collection Supervisor	Wastewater Collection Supervisor	1.000
EUD749040001	Wastewater Treatment Plant Chief Operator	Wastewater Treatment Plant Chief Operator	1.000
EUD749010006	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749010005	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749010004	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749010003	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749010002	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749010001	Wastewater Treatment Plant Operator Grade I/II	Wastewater Treatment Plant Operator Grade II	1.000
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1.000
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1.000
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1.000
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	Wastewater Treatment Plant Operator Grade III 24Hr	1.000
EUD749025004	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1.000
EUD749025003	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1.000



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EUD749025002	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1.000
EUD749025001	Wastewater Treatment Plant Operator Grade III 8Hr	Wastewater Treatment Plant Operator Grade III 8Hr	1.000
EUD749030001	Wastewater Treatment Plant Operator Grade IV	Wastewater Treatment Plant Operator Grade IV	1.000
EUD749029022	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029021	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029020	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029019	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029018	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029017	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029016	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029015	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029014	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029013	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029012	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029011	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029010	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029009	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029008	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029007	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029006	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029005	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029004	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029003	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029002	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749029001	Wastewater Utility Maintenance Worker I/II	Wastewater Utility Maintenance Worker II	1.000
EUD749047001	Water Conservation Administrator	Water Conservation Administrator	1.000
EUD749078001	Water Conservation Specialist	Water Conservation Specialist	1.000
EUD749051004	Water Conservation Worker I/II	Water Conservation Worker II	1.000
EUD749051003	Water Conservation Worker I/II	Water Conservation Worker II	1.000
EUD749051002	Water Conservation Worker I/II	Water Conservation Worker II	1.000



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EUD749051001	Water Conservation Worker I/II	Water Conservation Worker II	1.000
EUD749085001	Water Distribution Superintendent	Water Distribution Superintendent	1.000
EUD749084004	Water Distribution Supervisor	Water Distribution Supervisor	1.000
EUD749084003	Water Distribution Supervisor	Water Distribution Supervisor	1.000
EUD749084002	Water Distribution Supervisor	Water Distribution Supervisor	1.000
EUD749084001	Water Distribution Supervisor	Water Distribution Supervisor	1.000
EUD749248022	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248021	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248020	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248019	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248018	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248017	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248016	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248015	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248014	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248013	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248012	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248011	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248010	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248009	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248008	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248007	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248006	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248005	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248004	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248003	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248002	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749248001	Water Distribution Worker I/II	Water Distribution Worker II	1.000
EUD749101001	Water Quality Lab Supervisor	Water Quality Lab Supervisor	1.000
EUD749175001	Water Treatment Plant Chief Operator	Water Treatment Plant Chief Operator	1.000



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EUD749234001	Water Treatment Plant Operator Grade I/II 24Hr	Water Treatment Plant Operator Grade II 24Hr	1.000
EUD749230005	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1.000
EUD749230004	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1.000
EUD749230003	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1.000
EUD749230002	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1.000
EUD749230001	Water Treatment Plant Operator Grade III 24Hr	Water Treatment Plant Operator Grade III 24Hr	1.000
Total for Department:		EUD Environmental Utilities Department	243.000



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Position Code	Position Title	Job Name	Allocated FTE
FIN240040002	Accountant I/II	Accountant II	1.000
FIN240040001	Accountant I/II	Accountant II	1.000
FIN240043001	Accounting Supervisor	Accounting Supervisor	1.000
FIN249427001	Accounts Payable Supervisor	Accounts Payable Supervisor	1.000
FIN240050001	Administrative Analyst I/II	Administrative Analyst II	1.000
FIN240071001	Administrative Assistant	Administrative Assistant	1.000
FIN240084001	Administrative Technician	Administrative Technician	1.000
FIN240920001	Billing Services Manager	Billing Services Manager	1.000
FIN240915003	Budget Analyst I/II	Budget Analyst II	0.750
FIN240915002	Budget Analyst I/II	Budget Analyst II	1.000
FIN240915001	Budget Analyst I/II	Budget Analyst II	1.000
FIN240930001	Budget Manager	Budget Manager	1.000
FIN241060003	Buyer I/II	Buyer II	1.000
FIN241060002	Buyer I/II	Buyer II	1.000
FIN241060001	Buyer I/II	Buyer II	1.000
FIN241245001	Chief Financial Officer	Chief Financial Officer	1.000
FIN241370001	Controller	Controller	1.000
FIN241450001	Courier	Courier	1.000
FIN249550003	ERP Business Analyst I/II	ERP Business Analyst II	1.000
FIN249550002	ERP Business Analyst I/II	ERP Business Analyst II	1.000
FIN249550001	ERP Business Analyst I/II	ERP Business Analyst II	1.000
FIN246520001	ERP Manager	ERP Manager	1.000
FIN243335018	Finance Clerk I/II	Finance Clerk II	0.750
FIN243335017	Finance Clerk I/II	Finance Clerk II	0.500
FIN243335016	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335015	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335014	Finance Clerk I/II	Finance Clerk II	1.000



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FIN243335013	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335012	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335011	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335010	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335009	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335008	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335007	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335006	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335005	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335004	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335003	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335002	Finance Clerk I/II	Finance Clerk II	1.000
FIN243335001	Finance Clerk I/II	Finance Clerk II	1.000
FIN242900001	Finance Manager	Finance Manager	1.000
FIN243310002	Finance Supervisor	Finance Supervisor	1.000
FIN243310001	Finance Supervisor	Finance Supervisor	1.000
FIN243326007	Finance Technician I/II	Finance Technician II	0.500
FIN243326006	Finance Technician I/II	Finance Technician II	1.000
FIN243326005	Finance Technician I/II	Finance Technician II	1.000
FIN243326004	Finance Technician I/II	Finance Technician II	1.000
FIN243326003	Finance Technician I/II	Finance Technician II	1.000
FIN243326002	Finance Technician I/II	Finance Technician II	1.000
FIN243326001	Finance Technician I/II	Finance Technician II	1.000
FIN243315003	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1.000
FIN243315002	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1.000
FIN243315001	Finance Utility Billing Analyst I/II	Finance Utility Billing Analyst II	1.000
FIN243318003	Financial Analyst I/II	Financial Analyst II	1.000
FIN243318002	Financial Analyst I/II	Financial Analyst II	1.000
FIN243318001	Financial Analyst I/II	Financial Analyst II	1.000
FIN244517001	Marketing and Communication Analyst I/II	Marketing & Communication Analyst II	0.500



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FIN244540003	Meter Reader	Meter Reader	1.000
FIN244540002	Meter Reader	Meter Reader	1.000
FIN244540001	Meter Reader	Meter Reader	1.000
FIN244534001	Meter Service Worker	Meter Service Worker	1.000
FIN244957001	Office Assistant I/II	Office Assistant II	0.625
FIN245103002	Payroll Clerk I/II	Payroll Clerk II	1.000
FIN245103001	Payroll Clerk I/II	Payroll Clerk II	0.600
FIN249428001	Payroll Supervisor	Payroll Supervisor	1.000
FIN245101002	Payroll Technician I/II	Payroll Technician II	1.000
FIN245101001	Payroll Technician I/II	Payroll Technician II	1.000
FIN245652001	Purchasing and Warehouse Manager	Purchasing and Warehouse Manager	1.000
FIN247139001	Senior Buyer	Senior Buyer	1.000
FIN247147002	Senior Finance Technician	Senior Finance Technician	1.000
FIN247147001	Senior Finance Technician	Senior Finance Technician	1.000
FIN247200001	Senior Meter Service Worker	Senior Meter Service Worker	1.000
FIN247203001	Senior Warehouse Worker	Senior Warehouse Worker	1.000
FIN248952001	Warehouse Worker I/II	Warehouse Worker II	1.000
Total for Department:		FIN Finance Department	71.225



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Position Code	Position Title	Job Name	Allocated FTE
FIR480050001	Administrative Analyst I/II	Administrative Analyst II	1.000
FIR480071001	Administrative Assistant	Administrative Assistant	1.000
FIR480084001	Administrative Technician	Administrative Technician	1.000
FIR480480002	Assistant Fire Chief	Assistant Fire Chief	1.000
FIR480480001	Assistant Fire Chief	Assistant Fire Chief	1.000
FIR481645001	Department Public Information Officer	Department Public Information Officer	1.000
FIR482415001	EMS Quality Assurance Coordinator	EMS Quality Assurance Coordinator	1.000
FIR483377003	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1.000
FIR483377002	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1.000
FIR483377001	Fire and Environmental Safety Inspector I/II	Fire and Environmental Safety Inspector II	1.000
FIR489551001	Fire and Environmental Safety Supervisor	Fire and Environmental Safety Supervisor	1.000
FIR480905004	Fire Battalion Chief	Fire Battalion Chief	1.000
FIR480905003	Fire Battalion Chief	Fire Battalion Chief	1.000
FIR480905002	Fire Battalion Chief	Fire Battalion Chief	1.000
FIR480905001	Fire Battalion Chief	Fire Battalion Chief	1.000
FIR483391001	Fire Battalion Chief (8Hr)	Fire Battalion Chief (8Hr)	1.000
FIR483320030	Fire Captain	Fire Captain	1.000
FIR483320029	Fire Captain	Fire Captain	1.000
FIR483320028	Fire Captain	Fire Captain	1.000
FIR483320027	Fire Captain	Fire Captain	1.000
FIR483320026	Fire Captain	Fire Captain	1.000
FIR483320025	Fire Captain	Fire Captain	1.000
FIR483320024	Fire Captain	Fire Captain	1.000
FIR483320023	Fire Captain	Fire Captain	1.000
FIR483320022	Fire Captain	Fire Captain	1.000
FIR483320021	Fire Captain	Fire Captain	1.000
FIR483320020	Fire Captain	Fire Captain	1.000



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FIR483320019	Fire Captain	Fire Captain	1.000
FIR483320018	Fire Captain	Fire Captain	1.000
FIR483320017	Fire Captain	Fire Captain	1.000
FIR483320016	Fire Captain	Fire Captain	1.000
FIR483320015	Fire Captain	Fire Captain	1.000
FIR483320014	Fire Captain	Fire Captain	1.000
FIR483320013	Fire Captain	Fire Captain	1.000
FIR483320012	Fire Captain	Fire Captain	1.000
FIR483320011	Fire Captain	Fire Captain	1.000
FIR483320010	Fire Captain	Fire Captain	1.000
FIR483320009	Fire Captain	Fire Captain	1.000
FIR483320008	Fire Captain	Fire Captain	1.000
FIR483320007	Fire Captain	Fire Captain	1.000
FIR483320006	Fire Captain	Fire Captain	1.000
FIR483320005	Fire Captain	Fire Captain	1.000
FIR483320004	Fire Captain	Fire Captain	1.000
FIR483320003	Fire Captain	Fire Captain	1.000
FIR483320002	Fire Captain	Fire Captain	1.000
FIR483320001	Fire Captain	Fire Captain	1.000
FIR483330001	Fire Chief	Fire Chief	1.000
FIR483332002	Fire Division Chief	Fire Division Chief	1.000
FIR483332001	Fire Division Chief	Fire Division Chief	1.000
FIR483340030	Fire Engineer	Fire Engineer	1.000
FIR483340029	Fire Engineer	Fire Engineer	1.000
FIR483340028	Fire Engineer	Fire Engineer	1.000
FIR483340027	Fire Engineer	Fire Engineer	1.000
FIR483340026	Fire Engineer	Fire Engineer	1.000
FIR483340025	Fire Engineer	Fire Engineer	1.000
FIR483340024	Fire Engineer	Fire Engineer	1.000
FIR483340023	Fire Engineer	Fire Engineer	1.000



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FIR483340022	Fire Engineer	Fire Engineer	1.000
FIR483340021	Fire Engineer	Fire Engineer	1.000
FIR483340020	Fire Engineer	Fire Engineer	1.000
FIR483340019	Fire Engineer	Fire Engineer	1.000
FIR483340018	Fire Engineer	Fire Engineer	1.000
FIR483340017	Fire Engineer	Fire Engineer	1.000
FIR483340016	Fire Engineer	Fire Engineer	1.000
FIR483340015	Fire Engineer	Fire Engineer	1.000
FIR483340014	Fire Engineer	Fire Engineer	1.000
FIR483340013	Fire Engineer	Fire Engineer	1.000
FIR483340012	Fire Engineer	Fire Engineer	1.000
FIR483340011	Fire Engineer	Fire Engineer	1.000
FIR483340010	Fire Engineer	Fire Engineer	1.000
FIR483340009	Fire Engineer	Fire Engineer	1.000
FIR483340008	Fire Engineer	Fire Engineer	1.000
FIR483340007	Fire Engineer	Fire Engineer	1.000
FIR483340006	Fire Engineer	Fire Engineer	1.000
FIR483340005	Fire Engineer	Fire Engineer	1.000
FIR483340004	Fire Engineer	Fire Engineer	1.000
FIR483340003	Fire Engineer	Fire Engineer	1.000
FIR483340002	Fire Engineer	Fire Engineer	1.000
FIR483340001	Fire Engineer	Fire Engineer	1.000
FIR483382001	Fire Inspection Supervisor	Fire Inspection Supervisor	1.000
FIR483385001	Fire Inspector I/II	Fire Inspector II	1.000
FIR483355036	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355035	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355034	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355033	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355032	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355031	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000



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FIR483355030	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355029	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355028	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355027	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355026	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355025	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355024	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355023	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355022	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355021	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355020	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355019	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355018	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355017	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355016	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355015	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355014	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355013	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355012	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355011	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355010	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355009	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355008	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355007	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355006	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355005	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355004	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355003	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355002	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000
FIR483355001	Firefighter Paramedic I/II	Firefighter Paramedic II	1.000



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FIR483412001	GIS Analyst I/II	GIS Analyst II	1.000
FIR484957001	Office Assistant I/II	Office Assistant II	1.000
Total for Department:		FIR Fire Department	119.000



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Position Code	Position Title	Job Name	Allocated FTE
HRD280071001	Administrative Assistant	Administrative Assistant	1.000
HRD280484001	Assistant Human Resources Director	Assistant Human Resources Director	1.000
HRD283596002	Human Resources Analyst I/II	Human Resources Analyst II	1.000
HRD283596001	Human Resources Analyst I/II	Human Resources Analyst II	1.000
HRD283598001	Human Resources Director	Human Resources Director	1.000
HRD283599001	Human Resources Manager	Human Resources Manager	1.000
HRD285235006	Human Resources Technician	Human Resources Technician	1.000
HRD285235005	Human Resources Technician	Human Resources Technician	1.000
HRD285235004	Human Resources Technician	Human Resources Technician	1.000
HRD285235003	Human Resources Technician	Human Resources Technician	1.000
HRD285235002	Human Resources Technician	Human Resources Technician	1.000
HRD285235001	Human Resources Technician	Human Resources Technician	1.000
HRD286450001	Risk Manager	Risk Manager	1.000
HRD287178002	Senior Human Resources Technician	Senior Human Resources Technician	1.000
HRD287178001	Senior Human Resources Technician	Senior Human Resources Technician	1.000
Total for Department:		HRD Human Resources Department	15.000



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Position Code	Position Title	Job Name	Allocated FTE
ITD329558002	Assistant Information Technology Director	Assistant Information Technology Director	1.000
ITD329558001	Assistant Information Technology Director	Assistant Information Technology Director	1.000
ITD321362012	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362011	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362010	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362009	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362008	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362007	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362006	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362005	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362004	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362003	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362002	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321362001	Business Systems Analyst I/II	Business Systems Analyst II	1.000
ITD321180001	Chief Information Officer	Chief Information Officer	1.000
ITD321552003	Database Analyst I/II	Database Analyst II	1.000
ITD321552002	Database Analyst I/II	Database Analyst II	1.000
ITD321552001	Database Analyst I/II	Database Analyst II	1.000
ITD323625001	Information Security Administrator	Information Security Administrator	1.000
ITD323794010	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794009	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794008	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794007	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794006	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794005	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794004	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794003	Information Technology Analyst I/II	Information Technology Analyst II	1.000



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ITD323794002	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD323794001	Information Technology Analyst I/II	Information Technology Analyst II	1.000
ITD329542001	Information Technology Client Services Supervisor	Information Technology Client Services Supervisor	1.000
ITD323616001	Information Technology Planning and Policy Technician	Information Technology Planning & Policy Technician	1.000
ITD323602005	Information Technology Program Manager	Information Technology Program Manager	1.000
ITD323602004	Information Technology Program Manager	Information Technology Program Manager	1.000
ITD323602003	Information Technology Program Manager	Information Technology Program Manager	1.000
ITD323602002	Information Technology Program Manager	Information Technology Program Manager	1.000
ITD323602001	Information Technology Program Manager	Information Technology Program Manager	1.000
ITD323618003	Information Technology Technician I/II	Information Technology Technician II	1.000
ITD323618002	Information Technology Technician I/II	Information Technology Technician II	1.000
ITD323618001	Information Technology Technician I/II	Information Technology Technician II	1.000
ITD327130004	Senior Business Systems Analyst	Senior Business Systems Analyst	1.000
ITD327130003	Senior Business Systems Analyst	Senior Business Systems Analyst	1.000
ITD327130002	Senior Business Systems Analyst	Senior Business Systems Analyst	1.000
ITD327130001	Senior Business Systems Analyst	Senior Business Systems Analyst	1.000
ITD327145001	Senior Database Analyst	Senior Database Analyst	1.000
ITD327149003	Senior Information Technology Technician	Senior Information Technology Technician	1.000
ITD327149002	Senior Information Technology Technician	Senior Information Technology Technician	1.000
ITD327149001	Senior Information Technology Technician	Senior Information Technology Technician	1.000
Total for Department:		ITD Information Technology Department	47.000



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Position Code	Position Title	Job Name	Allocated FTE
PAC181645001	Department Public Information Officer	Department Public Information Officer	1.000
PAC185610001	Public Affairs and Communications Director	Public Affairs and Communications Director	1.000
PAC185565001	Public Information Officer	Public Information Officer	1.000
Total for Department:		PAC Public Affairs and Communications	3.000



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Position Code	Position Title	Job Name	Allocated FTE
POL440050001	Administrative Analyst I/II	Administrative Analyst II	1.000
POL440071001	Administrative Assistant	Administrative Assistant	1.000
POL440100002	Animal Control Officer	Animal Control Officer	1.000
POL440100001	Animal Control Officer	Animal Control Officer	1.000
POL440110001	Animal Control Supervisor	Animal Control Supervisor	1.000
POL441430003	Communications Supervisor	Communications Supervisor	1.000
POL441430002	Communications Supervisor	Communications Supervisor	1.000
POL441430001	Communications Supervisor	Communications Supervisor	1.000
POL441380009	Community Services Officer I/II	Community Services Officer II	1.000
POL441380008	Community Services Officer I/II	Community Services Officer II	1.000
POL441380007	Community Services Officer I/II	Community Services Officer II	1.000
POL441380006	Community Services Officer I/II	Community Services Officer II	1.000
POL441380005	Community Services Officer I/II	Community Services Officer II	1.000
POL441380004	Community Services Officer I/II	Community Services Officer II	1.000
POL441380003	Community Services Officer I/II	Community Services Officer II	1.000
POL441380002	Community Services Officer I/II	Community Services Officer II	1.000
POL441380001	Community Services Officer I/II	Community Services Officer II	1.000
POL441475002	Crime Analyst	Crime Analyst	1.000
POL441475001	Crime Analyst	Crime Analyst	1.000
POL441645001	Department Public Information Officer	Department Public Information Officer	1.000
POL441700020	Dispatcher I/II	Dispatcher II	1.000
POL441700019	Dispatcher I/II	Dispatcher II	1.000
POL441700018	Dispatcher I/II	Dispatcher II	1.000
POL441700017	Dispatcher I/II	Dispatcher II	1.000
POL441700016	Dispatcher I/II	Dispatcher II	1.000
POL441700015	Dispatcher I/II	Dispatcher II	1.000
POL441700014	Dispatcher I/II	Dispatcher II	1.000



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POL441700013	Dispatcher I/II	Dispatcher II	1.000
POL441700012	Dispatcher I/II	Dispatcher II	1.000
POL441700011	Dispatcher I/II	Dispatcher II	1.000
POL441700010	Dispatcher I/II	Dispatcher II	1.000
POL441700009	Dispatcher I/II	Dispatcher II	1.000
POL441700008	Dispatcher I/II	Dispatcher II	1.000
POL441700007	Dispatcher I/II	Dispatcher II	1.000
POL441700006	Dispatcher I/II	Dispatcher II	1.000
POL441700005	Dispatcher I/II	Dispatcher II	1.000
POL441700004	Dispatcher I/II	Dispatcher II	1.000
POL441700003	Dispatcher I/II	Dispatcher II	1.000
POL441700002	Dispatcher I/II	Dispatcher II	1.000
POL441700001	Dispatcher I/II	Dispatcher II	1.000
POL445400003	Police Captain	Police Captain	1.000
POL445400002	Police Captain	Police Captain	1.000
POL445400001	Police Captain	Police Captain	1.000
POL445410001	Police Chief	Police Chief	1.000
POL445420007	Police Lieutenant	Police Lieutenant	1.000
POL445420006	Police Lieutenant	Police Lieutenant	1.000
POL445420005	Police Lieutenant	Police Lieutenant	1.000
POL445420004	Police Lieutenant	Police Lieutenant	1.000
POL445420003	Police Lieutenant	Police Lieutenant	1.000
POL445420002	Police Lieutenant	Police Lieutenant	1.000
POL445420001	Police Lieutenant	Police Lieutenant	1.000
POL445430110	Police Officer/Police Trainee	Police Officer	1.000
POL445430109	Police Officer/Police Trainee	Police Officer	1.000
POL445430108	Police Officer/Police Trainee	Police Officer	1.000
POL445430107	Police Officer/Police Trainee	Police Officer	1.000
POL445430106	Police Officer/Police Trainee	Police Officer	1.000
POL445430105	Police Officer/Police Trainee	Police Officer	1.000



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POL445430104	Police Officer/Police Trainee	Police Officer	1.000
POL445430103	Police Officer/Police Trainee	Police Officer	1.000
POL445430102	Police Officer/Police Trainee	Police Officer	1.000
POL445430101	Police Officer/Police Trainee	Police Officer	1.000
POL445430100	Police Officer/Police Trainee	Police Officer	1.000
POL445430099	Police Officer/Police Trainee	Police Officer	1.000
POL445430098	Police Officer/Police Trainee	Police Officer	1.000
POL445430097	Police Officer/Police Trainee	Police Officer	1.000
POL445430096	Police Officer/Police Trainee	Police Officer	1.000
POL445430095	Police Officer/Police Trainee	Police Officer	1.000
POL445430094	Police Officer/Police Trainee	Police Officer	1.000
POL445430093	Police Officer/Police Trainee	Police Officer	1.000
POL445430092	Police Officer/Police Trainee	Police Officer	1.000
POL445430091	Police Officer/Police Trainee	Police Officer	1.000
POL445430090	Police Officer/Police Trainee	Police Officer	1.000
POL445430089	Police Officer/Police Trainee	Police Officer	1.000
POL445430088	Police Officer/Police Trainee	Police Officer	1.000
POL445430087	Police Officer/Police Trainee	Police Officer	1.000
POL445430086	Police Officer/Police Trainee	Police Officer	1.000
POL445430085	Police Officer/Police Trainee	Police Officer	1.000
POL445430084	Police Officer/Police Trainee	Police Officer	1.000
POL445430083	Police Officer/Police Trainee	Police Officer	1.000
POL445430082	Police Officer/Police Trainee	Police Officer	1.000
POL445430081	Police Officer/Police Trainee	Police Officer	1.000
POL445430080	Police Officer/Police Trainee	Police Officer	1.000
POL445430079	Police Officer/Police Trainee	Police Officer	1.000
POL445430078	Police Officer/Police Trainee	Police Officer	1.000
POL445430077	Police Officer/Police Trainee	Police Officer	1.000
POL445430076	Police Officer/Police Trainee	Police Officer	1.000
POL445430075	Police Officer/Police Trainee	Police Officer	1.000



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POL445430074	Police Officer/Police Trainee	Police Officer	1.000
POL445430073	Police Officer/Police Trainee	Police Officer	1.000
POL445430072	Police Officer/Police Trainee	Police Officer	1.000
POL445430071	Police Officer/Police Trainee	Police Officer	1.000
POL445430070	Police Officer/Police Trainee	Police Officer	1.000
POL445430069	Police Officer/Police Trainee	Police Officer	1.000
POL445430068	Police Officer/Police Trainee	Police Officer	1.000
POL445430067	Police Officer/Police Trainee	Police Officer	1.000
POL445430066	Police Officer/Police Trainee	Police Officer	1.000
POL445430065	Police Officer/Police Trainee	Police Officer	1.000
POL445430064	Police Officer/Police Trainee	Police Officer	1.000
POL445430063	Police Officer/Police Trainee	Police Officer	1.000
POL445430062	Police Officer/Police Trainee	Police Officer	1.000
POL445430061	Police Officer/Police Trainee	Police Officer	1.000
POL445430060	Police Officer/Police Trainee	Police Officer	1.000
POL445430059	Police Officer/Police Trainee	Police Officer	1.000
POL445430058	Police Officer/Police Trainee	Police Officer	1.000
POL445430057	Police Officer/Police Trainee	Police Officer	1.000
POL445430056	Police Officer/Police Trainee	Police Officer	1.000
POL445430055	Police Officer/Police Trainee	Police Officer	1.000
POL445430054	Police Officer/Police Trainee	Police Officer	1.000
POL445430053	Police Officer/Police Trainee	Police Officer	1.000
POL445430052	Police Officer/Police Trainee	Police Officer	1.000
POL445430051	Police Officer/Police Trainee	Police Officer	1.000
POL445430050	Police Officer/Police Trainee	Police Officer	1.000
POL445430049	Police Officer/Police Trainee	Police Officer	1.000
POL445430048	Police Officer/Police Trainee	Police Officer	1.000
POL445430047	Police Officer/Police Trainee	Police Officer	1.000
POL445430046	Police Officer/Police Trainee	Police Officer	1.000
POL445430045	Police Officer/Police Trainee	Police Officer	1.000



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POL445430044	Police Officer/Police Trainee	Police Officer	1.000
POL445430043	Police Officer/Police Trainee	Police Officer	1.000
POL445430042	Police Officer/Police Trainee	Police Officer	1.000
POL445430041	Police Officer/Police Trainee	Police Officer	1.000
POL445430040	Police Officer/Police Trainee	Police Officer	1.000
POL445430039	Police Officer/Police Trainee	Police Officer	1.000
POL445430038	Police Officer/Police Trainee	Police Officer	1.000
POL445430037	Police Officer/Police Trainee	Police Officer	1.000
POL445430036	Police Officer/Police Trainee	Police Officer	1.000
POL445430035	Police Officer/Police Trainee	Police Officer	1.000
POL445430034	Police Officer/Police Trainee	Police Officer	1.000
POL445430033	Police Officer/Police Trainee	Police Officer	1.000
POL445430032	Police Officer/Police Trainee	Police Officer	1.000
POL445430031	Police Officer/Police Trainee	Police Officer	1.000
POL445430030	Police Officer/Police Trainee	Police Officer	1.000
POL445430029	Police Officer/Police Trainee	Police Officer	1.000
POL445430028	Police Officer/Police Trainee	Police Officer	1.000
POL445430027	Police Officer/Police Trainee	Police Officer	1.000
POL445430026	Police Officer/Police Trainee	Police Officer	1.000
POL445430025	Police Officer/Police Trainee	Police Officer	1.000
POL445430024	Police Officer/Police Trainee	Police Officer	1.000
POL445430023	Police Officer/Police Trainee	Police Officer	1.000
POL445430022	Police Officer/Police Trainee	Police Officer	1.000
POL445430021	Police Officer/Police Trainee	Police Officer	1.000
POL445430020	Police Officer/Police Trainee	Police Officer	1.000
POL445430019	Police Officer/Police Trainee	Police Officer	1.000
POL445430018	Police Officer/Police Trainee	Police Officer	1.000
POL445430017	Police Officer/Police Trainee	Police Officer	1.000
POL445430016	Police Officer/Police Trainee	Police Officer	1.000
POL445430015	Police Officer/Police Trainee	Police Officer	1.000



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POL445430014	Police Officer/Police Trainee	Police Officer	1.000
POL445430013	Police Officer/Police Trainee	Police Officer	1.000
POL445430012	Police Officer/Police Trainee	Police Officer	1.000
POL445430011	Police Officer/Police Trainee	Police Officer	1.000
POL445430010	Police Officer/Police Trainee	Police Officer	1.000
POL445430009	Police Officer/Police Trainee	Police Officer	1.000
POL445430008	Police Officer/Police Trainee	Police Officer	1.000
POL445430007	Police Officer/Police Trainee	Police Officer	1.000
POL445430006	Police Officer/Police Trainee	Police Officer	1.000
POL445430005	Police Officer/Police Trainee	Police Officer	1.000
POL445430004	Police Officer/Police Trainee	Police Officer	1.000
POL445430003	Police Officer/Police Trainee	Police Officer	1.000
POL445430002	Police Officer/Police Trainee	Police Officer	1.000
POL445430001	Police Officer/Police Trainee	Police Officer	1.000
POL445434003	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1.000
POL445434002	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1.000
POL445434001	Police Property and Evidence Clerk I/II	Police Property and Evidence Clerk II	1.000
POL445429001	Police Property and Evidence Sup	Police Property & Evidence Sup	1.000
POL445440011	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440010	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440009	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440008	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440007	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440006	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440005	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440004	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440003	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440002	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445440001	Police Records Clerk I/II	Police Records Clerk II	1.000
POL445494004	Police Scene Technician I/II	Police Scene Technician II	1.000



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POL445494003	Police Scene Technician I/II	Police Scene Technician II	1.000
POL445494002	Police Scene Technician I/II	Police Scene Technician II	1.000
POL445494001	Police Scene Technician I/II	Police Scene Technician II	1.000
POL445470015	Police Sergeant	Police Sergeant	1.000
POL445470014	Police Sergeant	Police Sergeant	1.000
POL445470013	Police Sergeant	Police Sergeant	1.000
POL445470012	Police Sergeant	Police Sergeant	1.000
POL445470011	Police Sergeant	Police Sergeant	1.000
POL445470010	Police Sergeant	Police Sergeant	1.000
POL445470009	Police Sergeant	Police Sergeant	1.000
POL445470008	Police Sergeant	Police Sergeant	1.000
POL445470007	Police Sergeant	Police Sergeant	1.000
POL445470006	Police Sergeant	Police Sergeant	1.000
POL445470005	Police Sergeant	Police Sergeant	1.000
POL445470004	Police Sergeant	Police Sergeant	1.000
POL445470003	Police Sergeant	Police Sergeant	1.000
POL445470002	Police Sergeant	Police Sergeant	1.000
POL445470001	Police Sergeant	Police Sergeant	1.000
POL445489002	Police Services Administrator	Police Services Administrator	1.000
POL445489001	Police Services Administrator	Police Services Administrator	1.000
POL445485001	Police Social Services Administrator	Police Social Services Administrator	1.000
POL445657001	Public Safety Program Coordinator	Public Safety Program Coordinator	1.000
POL445710001	Rangemaster	Rangemaster	1.000
POL445748001	Records Supervisor	Records Supervisor	1.000
Total for Department:		POL Police Department	201.000



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Position Code	Position Title	Job Name	Allocated FTE
PWD620050001	Administrative Analyst I/II	Administrative Analyst II	1.000
PWD620071001	Administrative Assistant	Administrative Assistant	1.000
PWD620084004	Administrative Technician	Administrative Technician	1.000
PWD620084003	Administrative Technician	Administrative Technician	1.000
PWD620084002	Administrative Technician	Administrative Technician	1.000
PWD620084001	Administrative Technician	Administrative Technician	1.000
PWD620088003	Alternative Transportation Analyst I/II	Alternative Transportation Analyst II	0.750
PWD620088002	Alternative Transportation Analyst I/II	Alternative Transportation Analyst II	1.000
PWD620088001	Alternative Transportation Analyst I/II	Alternative Transportation Analyst II	1.000
PWD620090001	Alternative Transportation Manager	Alternative Transportation Manager	1.000
PWD620338008	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338007	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338006	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338005	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338004	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338003	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338002	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620338001	Assistant/Junior Engineer	Assistant Engineer	1.000
PWD620820002	Associate Engineer	Associate Engineer	1.000
PWD620820001	Associate Engineer	Associate Engineer	1.000
PWD621032005	Building Maintenance Worker I/II	Building Maintenance Worker II	1.000
PWD621032004	Building Maintenance Worker I/II	Building Maintenance Worker II	1.000
PWD621032003	Building Maintenance Worker I/II	Building Maintenance Worker II	1.000
PWD621032002	Building Maintenance Worker I/II	Building Maintenance Worker II	1.000
PWD621032001	Building Maintenance Worker I/II	Building Maintenance Worker II	1.000
PWD621401001	Community Relations Analyst	Community Relations Analyst	0.750
PWD621485005	Custodian	Custodian	1.000



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PWD621485004	Custodian	Custodian	1.000
PWD621485003	Custodian	Custodian	1.000
PWD621485002	Custodian	Custodian	1.000
PWD621485001	Custodian	Custodian	1.000
PWD622385004	Electronics Technician I/II	Electronics Technician II	1.000
PWD622385003	Electronics Technician I/II	Electronics Technician II	1.000
PWD622385002	Electronics Technician I/II	Electronics Technician II	1.000
PWD622385001	Electronics Technician I/II	Electronics Technician II	1.000
PWD621350001	Engineering Technician I/II	Engineering Technician II	1.000
PWD622565001	Equipment Maintenance Supervisor	Equipment Maintenance Supervisor	1.000
PWD622560004	Equipment Serviceworker	Equipment Serviceworker	1.000
PWD622560003	Equipment Serviceworker	Equipment Serviceworker	1.000
PWD622560002	Equipment Serviceworker	Equipment Serviceworker	1.000
PWD622560001	Equipment Serviceworker	Equipment Serviceworker	1.000
PWD623395001	Facilities Manager	Facilities Manager	1.000
PWD624321001	Facilities Supervisor	Facilities Supervisor	1.000
PWD623318001	Financial Analyst I/II	Financial Analyst II	1.000
PWD623319001	Fleet Management Technician	Fleet Management Technician	1.000
PWD623392001	Fleet Manager	Fleet Manager	1.000
PWD622214001	GIS Technician I/II	GIS Technician II	1.000
PWD624501008	Mechanic I/II	Mechanic II	1.000
PWD624501007	Mechanic I/II	Mechanic II	1.000
PWD624501006	Mechanic I/II	Mechanic II	1.000



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PWD624501005	Mechanic I/II	Mechanic II	1.000
PWD624501004	Mechanic I/II	Mechanic II	1.000
PWD624501003	Mechanic I/II	Mechanic II	1.000
PWD624501002	Mechanic I/II	Mechanic II	1.000
PWD624501001	Mechanic I/II	Mechanic II	1.000
PWD624957005	Office Assistant I/II	Office Assistant II	0.750
PWD624957004	Office Assistant I/II	Office Assistant II	1.000
PWD624957003	Office Assistant I/II	Office Assistant II	1.000
PWD624957002	Office Assistant I/II	Office Assistant II	1.000
PWD624957001	Office Assistant I/II	Office Assistant II	1.000
PWD625519001	Preventative Maintenance Supervisor	Preventative Maintenance Supervisor	1.000
PWD625514001	Principal Engineer	Principal Engineer	1.000
PWD625560002	Project Coordinator	Project Coordinator	1.000
PWD625560001	Project Coordinator	Project Coordinator	1.000
PWD625635001	Public Works Director	Public Works Director	1.000
PWD627119001	Senior Building Maintenance Worker	Senior Building Maintenance Worker	1.000
PWD627170001	Senior Electronic Technician	Senior Electronic Technician	1.000
PWD627142003	Senior Engineer	Senior Engineer	1.000
PWD627142002	Senior Engineer	Senior Engineer	1.000
PWD627142001	Senior Engineer	Senior Engineer	1.000
PWD627189002	Senior Mechanic	Senior Mechanic	1.000
PWD627189001	Senior Mechanic	Senior Mechanic	1.000
PWD627187006	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627187005	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627187004	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627187003	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627187002	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627187001	Senior Street Maintenance Worker	Senior Street Maintenance Worker	1.000
PWD627520001	Street Maintenance Superintendent	Street Maintenance Superintendent	1.000
PWD627522003	Street Maintenance Supervisor	Street Maintenance Supervisor	1.000



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PWD627522002	Street Maintenance Supervisor	Street Maintenance Supervisor	1.000
PWD627522001	Street Maintenance Supervisor	Street Maintenance Supervisor	1.000
PWD627530019	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530018	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530017	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530016	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530015	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530014	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530013	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530012	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530011	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530010	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530009	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530008	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530007	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530006	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530005	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530004	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530003	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530002	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627530001	Street Maintenance Worker I/II	Street Maintenance Worker II	1.000
PWD627540005	Street Sweeper Operator	Street Sweeper Operator	1.000
PWD627540004	Street Sweeper Operator	Street Sweeper Operator	1.000
PWD627540003	Street Sweeper Operator	Street Sweeper Operator	1.000
PWD627540002	Street Sweeper Operator	Street Sweeper Operator	1.000
PWD627540001	Street Sweeper Operator	Street Sweeper Operator	1.000
PWD622376002	Traffic Signal Maintenance Worker I/II	Traffic Signal Maintenance Worker II	1.000
PWD622376001	Traffic Signal Maintenance Worker I/II	Traffic Signal Maintenance Worker II	1.000
PWD628938001	Vehicle Maintenance Parts Buyer	Vehicle Maintenance Parts Buyer	1.000
PWD628940001	Vehicle Maintenance Servicewriter	Vehicle Maintenance Servicewriter	1.000



Report as of Date:

11/09/2019

PWD628952001	Warehouse Worker I/II	Warehouse Worker II	1.000
Total for Department:		PWD Public Works	110.250



Report as of Date:

11/09/2019

Total for All Departments	Allocated FTE
Citywide Total	1,074.48



COUNCIL COMMUNICATION

CC #: 0421

File #: 0900-02-02-2

Title: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Plans and Specifications and Design-Assist and Construction Agreement Approval

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

Meeting Date: 11/6/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

- 1) Approve the Design-Assist and Construction Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project with W.M. Lyles Company in the amount of \$23,394,729.00 and adopt a resolution authorizing the City Manager to execute it; and
- 2) Authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 5% (\$1,169,736.00) or not to exceed a total contract amount of \$24,564,465.00.

BACKGROUND

The City of Roseville (City) owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP) on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The PGWWTP Energy Recovery Project will be constructed as a separate parallel project to the PGWWTP Expansion Project and will be built on City-owned property located adjacent to, and immediately south of, the existing PGWWTP fence line.

The Energy Recovery Project will add energy recovery facilities at the PGWWTP that will beneficially utilize digester gas (which has a high methane fraction) produced by the new treatment processes constructed as part of the PGWWTP Expansion Project. The PGWWTP Energy Recovery Project includes the following facilities: three microturbines (with plans for a possible future fourth unit), receiving facility for High Strength Waste (HSW) (such as pre-processed food waste and fats, oils and grease), systems for conditioning and upgrading the digester gas to produce renewable compressed natural gas (CNG) to be used by the City's solid waste collection vehicles as fuel, a fueling station, and associated parking.

The newly added microturbines will produce electrical power to offset a portion of the PGWWTP's power demands and the heat needed for the anaerobic digestion process; thereby making it possible for all the methane gas generated from the PGWWTP Expansion Project to be

consumed and converted to heat and electricity.

Construction of the PGWWTP Energy Recovery Project is to be completed over a 27-month period, with completion expected in February 2022.

On March 6, 2019, the City released Pre-qualification #08-050, which was titled "Request for Statements of Pre-Qualification from Interested General Contractors for the PGWWTP Expansion Project and/or the PGWWTP Energy Recovery Project and/or Both above Projects Independently". A total of 11 contractors submitted a Statement of Pre-Qualification (SOPQ) on April 1, 2019. Based on the Environment Utility Department (EUD) staff review and scoring of the SOPQ submittals, nine contractors were pre-qualified for submittal of bid proposals for the PGWWTP Energy Recovery Project, of which four of those contractors were pre-qualified to possibly be awarded both the PGWWTP Energy Recovery Project and the PGWWTP Expansion Project.

On May 29, 2019, the City released a Request for Bid Proposal for Prequalified General Contractors for the PGWWTP Energy Recovery Project (RFP #08-053). The City held a Mandatory Preproposal Meeting on June 12, 2019, which resulted in disqualification of two of the PGWWTP Energy Recovery Project prequalified contractors. On July 29 2019, two of the seven pre-qualified general contractors submitted bid proposals for the PGWWTP Energy Recovery Project. The bid proposals were evaluated by EUD staff and ranked based on the criteria specified in RFP 08-053. Staff determined that W.M. Lyles Company provided the best value relative to the design-assist and construction services required.

FISCAL IMPACT

The cost for the agreement is \$23,394,729.00, which will be expended over a 27-month period. Funding for this Project is provided under the capital improvement projects for SPWA. The SPWA Board has authorized the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project. This project is jointly funded between SPWA Regional Partners (approximately 65% City of Roseville, 11% Placer County, and 24% South Placer Municipal Utility District), as well as, the following grants:

- California Energy Commission grant for up to \$3,000,000, which was approved by City Council at the July 17, 2019, City Council Meeting (Resolution No. 19-334).
- Carl Moyer grant through the Placer County Air Pollution Control District for up to \$180,000, which was approved at the May 15, 2019, City Council Meeting (Resolution No. 19-205).

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017,) and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). The improvement plans included in the design-assist and construction agreement are consistent with the project evaluated in the certified Final IS/MND and

the Addendum, and consequently no additional CEQA action is required for the design-assist and construction agreement approval.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-475

Design-Assist and Construction Agreement

Agreement Exhibit A

Agreement Exhibit B

Agreement Exhibits C - F

Plans & Specifications

RESOLUTION NO. 19-475

APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF THE PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT, BY AND BETWEEN W.M. LYLES CO. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery project, by and between W.M. Lyles Co. and the City of Roseville, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Environmental Utilities Director 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 five percent (5%) 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

AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

THIS AGREEMENT, made and entered into in duplicate, on _____, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation and located in Placer County, CA (hereinafter referred to as "City"), and W.M. Lyles Co. (Lyles) (CSLB License #422390 A and B), doing business as a California corporation hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City gave published NOTICE TO GENERAL CONTRACTORS requesting Statements of Pre-Qualifications ("SOPQ") to be submitted by April 1, 2019 for consideration by the City to become a Pre-Qualified Contractor approved by the City to submit a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project; and

WHEREAS, Contractor, pursuant to the provisions of said notice requesting Statements of Pre-Qualifications, submitted an SOPQ to the City and such SOPQ is included in this Agreement and made a part hereof as Exhibit A; and

WHEREAS, the City, based on the representations and statements made by Contractor in its SOPQ, approved the Contractor as a Pre-Qualified Contractor which allowed Contractor to submit a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project; and

WHEREAS, the City issued Request for Bid Proposals ("RFBP") to the approved list of Pre-Qualified Contractors to be submitted by July 22, 2019 to allow for the City to determine the best value ranking of all responsive and responsible Proposals using all technical information, required forms, cost information provided by Proposers in the Proposals, and other investigations by the City; and

WHEREAS, the Contractor, pursuant to the requirements of the City's RFBP submitted a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project and such Technical Bid Proposal is included in this Agreement and part hereof as Exhibit B; and

WHEREAS, the City, after an evaluation of all opened Bid Proposals, ranked the Contractor's Bid Proposal as the highest ranked and best value Bid Proposal, and after final negotiations with Contractor, issued a written Notice of Intent to award a Contract to the Contractor on _____, 2019 for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project; and

WHEREAS, at a regular meeting of the City Council held on the ____ day of _____, 2019 by Resolution 201_-____ the City Council found and declared the Bid Proposal of Contractor to be the highest ranked best value Bid Proposal and thereupon awarded this Agreement to the Contractor for the construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project; and

WHEREAS, the 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, the 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. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives 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." Phrase "by City's Representative" or "by Engineer" or "by Construction Manager" modifies words such as "accepted," "directed," "selected," "inspected," and "permitted," when they are unmodified.

Phrase "to City's Representative" or "to Engineer" or "by Construction Manager" modifies words such as "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:

1. 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.

Agreement. This Agreement for design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, its exhibits, all documents incorporated therein, and all amendments and/or modifications hereto executed by the parties concerning the performance of the Work and the furnishing of labor, equipment, materials and incidentals in the construction of the Work. This Agreement supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Allowance. "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. See Exhibit D, ALLOWANCES AND ALLOWANCE AMOUNTS.

Applicable Laws. All laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

Application for Payment. A document prepared by Contractor and submitted to the City showing Contractor's entitlement to payments, the requirements of which are more fully described in Article 12.3, Applications for Payment.

Asbestos. 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.

Beneficial Occupancy. Beneficial occupation or "Beneficial Occupancy" 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.

Bid Proposal. 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.

Bonds: Labor and Material Bond, Performance Bond, and Warranty Bond. The payment bond (Labor and Materials Payment Bond) and Performance Bond issued by an admitted Surety covering the faithful performance and completion of the Work, including payment for all materials and labor furnished or supplied in connection with the Work, by Contractor. The Labor and Material Bond shall be in an amount equal to one hundred percent (100%) of the GMP and shall be for payment of just claims for materials, equipment, labor and subcontractors employed by the Contractor thereon. See Exhibit G, FAITHFUL PERFORMANCE BOND; Exhibit H, LABOR AND MATERIAL PAYMENT BOND; and Exhibit I, WARRANTY BOND.

The Faithful Performance Bond shall be in an amount equal to one hundred percent (100%) of the GMP and shall be for the faithful performance of the Agreement, and for the fulfillment of such other requirements as may be provided by Law.

The Warranty Bond shall be issued by an admitted Surety and be in the penal sum equal to ten percent (10%) of the GMP.

The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and it waives the right of special notification of any change or modification of this Agreement or of extension of time, or of decreased or increased work, or of the cancellation of the Agreement, or of any other act or acts by the City or its authorized agents under the terms of this Agreement; and failure to so notify the aforesaid surety companies of changes shall not relieve the surety companies of their obligations under this Agreement.

All premiums for the Performance Bond, Labor and Materials Payment Bond, and Warranty Bond shall be included in the Cost of the Work and GMP. The City shall have the right to withhold any payment(s) under this Agreement until Contractor has fully complied with all bonding requirements.

Business Day. "Business Day" means any day when the office of the City Clerk of the City of Roseville is open for business.

Change Order. A document which is signed as recommended by the Construction Manager, accepted by the Contractor, and accepted by an authorized representative of the City, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Guaranteed Maximum Price (GMP) or the Contract Time, issued on or after the Effective Date of the Agreement.

City. The word "City" refers to the City of Roseville, the governing body of which is termed the "City Council".

City's Representative. 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.

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 Agreement. A demand for money or services by a third party is not a Claim.

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 GMP amount or Contract Time.

Construction Manager. 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 by the Contractor with the City shall be through the Construction Manager; unless otherwise specified or directed. Only the City may modify the Agreement.

Contract Documents. The "Contract Documents" shall consist of the following documents and all documents incorporated therein:

- Request for Bid Proposal (including appendices);
- Agreement (including exhibits A-L attached thereto);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 46);
- Appendices included with Technical Specifications;
- Contract Drawings, prepared by Engineer;
- Addenda issued during the RFBP period; and
- Permits from other agencies specifically required for the performance of the Work as may be required by law.
- City of Roseville's most current version (and Amendments to the current version) of Construction Standards and Design Standards
- Other Referenced Standard Specifications;
- Other Referenced Standard Plans

Exhibits to this Agreement (enumerated as follows):

- Exhibit A - Contractor's SOPQ dated April 1, 2019 excluding the financial statement;
- Exhibit B - Contractor's Technical Bid Proposal dated July 22, 2019 excluding Sections 7 through 11 and the appendices;
- Exhibit C - Guaranteed Maximum Price, Cost of Work and Fees;
- Exhibit D - Allowances and Allowance Amounts;
- Exhibit E - Designation of Subcontractors;
- Exhibit F - Completion Times and Liquidated Damages;
- Exhibit G - Faithful Performance Bond;
- Exhibit H - Labor and Materials Payment Bond;
- Exhibit I - Warranty Bond;
- Exhibit J - Escrow Agreement For Security Deposits In Lieu of Retention;
- Exhibit K - Workers' Compensation Insurance Certification;
- Exhibit L - Contractor's Insurance Certificates;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed;
- Field Directive(s);
- Change Order(s);
- Construction Change Directive;
- Field Order(s).

There shall be no Contract Documents other than those listed above.

The Contract Documents are complementary; what is called for by any one of the documents is as binding as if called for by all the documents. It is the intent of the Drawings and Specifications to describe the Work to be constructed in accordance with the requirements of the Contract Documents. 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. The intent of the Drawings specifically includes the intent to depict construction that complies with all applicable laws, codes and standards. Subject to applicable law, including but not limited to California Public Contract Code Section 4100 et seq., and the terms of this Contract governing subcontracting, the Divisions and Sections of the Specifications and identifications of any Drawings shall not control Contractor in dividing the Work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Drawings and Specifications. "Incidental" work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP. Incidental work includes any 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 GMP. Incidental work includes, but is not limited to, tasks required to be performed under Division 1, GENERAL REQUIREMENTS of the Specifications.

The technical specifications are presented in paragraphs for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All paragraphs of the Specifications and Plans are interdependent and applicable to the Work as a whole.

The Specifications and all notes on the Drawings are directed to the Contractor unless otherwise indicated, and all work shall be performed by the Contractor even though phrases such as "the Contractor shall" or "shall be done by the Contractor" are omitted. Where terms such as "approved," "acceptable," "favorably reviewed," "review," "selected," "directed," "equivalent," "equal," or "satisfactory" are used, it shall mean by or to the Construction Manager and/or City's Representative and/or Engineer.

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- (1) Permits from other agencies specifically required for the performance of the Work as may be required by law;
- (2) Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier;
- (3) Agreement;
- (4) General Requirements (Sections 01 11 00 through 01 99 90);
- (5) Technical Specifications (Division 2 and all other Divisions following);
- (6) Contract Drawings;
- (7) City of Roseville's most current version of Construction Standards and Design Standards and Amendments to the Current Version
- (8) Other Referenced Standard Specifications;
- (9) Other Referenced Standard Plans.

With reference to the Drawings, the order of precedence is as follows:

- (1) Addenda/Change Order drawings govern over any other drawings;
- (2) Enumerated dimensions govern over scaled dimensions;

- (3) Detail drawings govern over general drawings; and
- (4) 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.

Contract Time. The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

Contractor. The individual, partnership, corporation or limited liability company who enters into the Agreement for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also may include subcontractors, sub-tier subcontractors, consultants, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. 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.

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, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE. The "Actual Total Cost of the Work" is the aggregate amount of costs and fee actually chargeable to City under the provisions of Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, up to the GMP.

County. Refers to Placer County where the Site is located.

CPM. A critical path method schedule in the form of precedents, networks, and time sequences.

Days. The word "Days" shall mean 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.

Defective Work. 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.

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. For the purposes of this Agreement, the Engineer is Brown and Caldwell, Inc.

Direct. Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Agreement.

Drawings. Also referred to as "Plans." 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.

Equipment. (Construction): 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. (Installation): All material or articles used in equipping a facility or apparatus required to fulfill a functional design.

Execution. Field or site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.

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.

Fee. As applicable, means the fee payable to Contractor pursuant to this Agreement and as part of the GMP, as shown on Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE.

Field Directive. 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. Also referred to as a "Directive".

Field Order. 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.

Final Acceptance. Formal approval by City in accepting a portion of the Contractor's work as completed.

Final Completion. The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the Construction Manager.

Force Majeure. 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:

- Lack of or inability to use funds for any reason;
- 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;

- 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;
- 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;
- Breakdown of Contractor's Equipment;
- Strike or industrial action of Contractor's employees or those of subcontractors; or
- Adverse weather conditions including, without limitation, wet weather, unless the weather is unusually severe for the Site.

Funding Agency or Funding Agencies. A government agency or agencies that the City is in contract with or planning to execute a contract with to obtain construction funds for financing of the Project. For this Project this includes:

- State Water Resources Control Board (SWRCB) including the United States Environmental Protection Agency (USEPA), the State of California and the California Infrastructure and Economic Development Bank that fund and administer the Clean Water State Revolving Fund (CWSRF) Program.
- California Energy Commission (CEC) that fund and administer the Alternative and Renewable Fuel and Vehicle Technology Program.
- Placer County Air Pollution Control District (PCAPCD) that fund and administer the Carl Moyer Program.

Furnish. The word "furnish" when used in connection with services, materials, or equipment, shall mean to supply and deliver specified services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

Guaranteed Maximum Price or "GMP". The amount set forth on Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

General Requirements. Division 1, GENERAL REQUIREMENTS, which forms the part of the Contract Documents establishing special conditions or requirements peculiar to the Work.

Hazardous Waste. The term Hazardous Waste 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.

Herein. Refers to information presented in the Contract Documents.

Hold Harmless. An agreement by one (1) party to indemnify and defend a second party when the second party is sued by a third party as a result of the first party's actions or inactions.

Holidays. 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.

Inspector. 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.

Install. The word "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position the services, materials, or equipment, complete and ready for intended use.

Laws and Regulations; Laws or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or the Work.

Liens. Charges, security interests, or encumbrances upon Project funds, or personal property.

Liquidated Damages. The amount of dollars assessed for each and every calendar day required to complete the Agreement in excess of the Contract Time. See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

May. "May," wherever or in whatever manner used, refers to permissive actions.

Milestone. An event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of all the work.

Notice of Completion. 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.

Notice to Proceed. A 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.

Or Equal. 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.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Party. The City or the Contractor individually, and "Parties" shall mean the City and the Contractor collectively.

Perform. Refer to "Provide."

Person. The term, "person", includes firms, companies, corporations and partnerships.

Plans. See "Drawings."

Preconstruction Services. Work performed prior to the issuance of first Drawing(s) for construction to the Contractor, which shall initiate the start of construction services.

Prejudiced. As used herein, the term "Prejudiced" shall include, but is not limited to, material interference with the City's timely consideration of action to prevent increases in the cost or time required to perform the

Work, ability to monitor the Contractor's increased costs resulting from the situation, to timely marshal facts, and to timely plan its affairs.

Product Data. Type of Shop Drawing comprised of standard illustrations, schedules, performance charts, instructions, brochures, diagrams, catalog cuts, and other information assembled by or for the Contractor and submitted by the Contractor to illustrate materials or equipment for some portion of the Work.

Products. Materials, equipment, systems, shop fabrications, mixtures, and source controls.

Progress Schedule. A schedule, prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising of the Contractor's plan to accomplish the Work within the Contract Times.

Project. The design-assist and construction of the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery Project (ERP), 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.

Proposer. Any individual, firm, partnership, corporation or limited liability company, submitting a Bid Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Provide. The words "provide" or "perform," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in context clearly requiring an obligation of Contractor, "provide" is implied.

Punch List. Those minor items of work to be completed after Substantial Completion and prior to Final Completion, which do not prevent others from taking over defined areas of the Work to complete the Project.

Reference Specifications. 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.

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.

Request for Quotation. 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.

Samples. 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.

Separate Contractors. 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 or other projects. The terms "Others" or "Expansion Project Contractor" or "EP Contractor" may also be used to indicate "Separate Contractors".

Shall or Will. Refers to actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Shop Drawings (Submittals). 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.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Site. Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

Specifications. That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Agreement.

State. State of California.

State of California Specifications. 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.

Subcontractor. 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. The term subcontractor does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the Project or the portion thereof to permit a utilization of the Project. 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.

Substantial Completion Date. Date when the City puts into service, the Project or that portion of the Project that has been determined to be Substantially Complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as subtier-subcontractor.

Supplier. A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any subcontractor.

Surety. One or more issuers of the Labor and Material Payment, Faithful Performance, and Warranty Bonds, each of which shall be admitted and licensed to do business in the State of California.

Surveyor. A land surveyor licensed in the State of California.

Trade Names. Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.

Typical Details. Details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and developed by the Engineer.

Underground Facilities. 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.

Unit Price Work. Work to be paid for on the basis of unit prices.

Utility. Public or private fixed works for, including but not limited to, the transportation of fluids, gasses, power, signals, or communications.

Work. Any and all direct and/or incidental obligations, duties, and responsibilities necessary to complete the design-assist and construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully integrated, functional and operational.

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.

Work Site. Any and all areas where Work is to be performed by Contractor as required in the Contract Documents with particular emphasis of Work performed at or adjacent to the City's Pleasant Grove Wastewater Treatment Plant located at 5051 Westpark Dr. Roseville, CA 95747.

ARTICLE 2 - SCOPE OF WORK

The City, in conjunction with its Engineer and other consultants, developed the Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project Contract Documents. The Contract Documents include the RFBP, this Agreement, Drawings, Specifications, and supplemental information to present the City's Final Design Submittal and timeline to meet the City's needs at the City's Pleasant Grove Wastewater Treatment Plant for this Project.

The Work includes but is not limited to construction of a new compressed natural gas (CNG) fueling station to fuel the City's solid waste garbage truck fleet including all the compressors, dispensers, high pressure storage, and fuel management systems required for a fully operational fast-fill station, biogas upgrading system to treat the City's digester gas (from anaerobic digesters constructed as part of the PGWWTP Expansion Project) to meet CNG engine fuel quality requirements, a microturbine cogeneration facility to use a blend of biogas-upgrading tail gas and natural gas to produce electricity and heat, and a high strength waste receiving station to allow for offloading of trucked material to be fed to the PGWWTP anaerobic digesters. The Work also includes all interconnecting and associated yard piping, electrical and instrumentation duct banks, and all other miscellaneous improvements in support of the Project, including asset management, start up and testing to provide a complete, integrated and operational system as specified and shown within these Contract Documents.

Based on the Final Design Submittal, and in accordance with the Contract Documents, the Contractor will work with the City, Engineer, Construction Manager and possibly other personnel that have regulatory and/or funding authority and as a Design Assist Team member and complete the following design assist activities:

- Conduct a constructability review of the Final Design Submittal Drawings and Specifications, and submit comments and identified mitigation solutions to the City.
- Identify cost savings and added value alternative design/construction solutions, and submit to the City for evaluation.
- Develop detailed cost estimates for identified alternatives when requested by City for the City's evaluation.
- Identify construction sequencing and the impacts of the identified alternatives on the sequencing.
- Develop a detailed schedule and the impacts of the identified alternatives on the schedule.
- 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.
- Participate in up to twelve (12) 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.

The City is working with the SWRCB to obtain CWSRF Program Project funding, and has already obtained funding from CEC and PCAPCD. Compliance with the Funding Agencies requirements contained within the Contract Documents RFBP and Specifications is required as part of the Contractor's Scope of Work. Whether listed or not in the Contract Documents, the Contractor shall meet the Funding Agencies requirements and cooperate in partnership with the City and Engineer as required to obtain grant and/or loan funding and payments.

In accordance with the timeline found in See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, the Contractor will commence construction at the Site of the Work on portions of the Work based on partial Construction Documents, provided these documents have been approved by the City and the Engineer. The Contractor shall provide all supervision, testing, construction, equipment, labor, materials, tools, subcontractors and services to complete the construction within the Contract Times listed in See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

The Contractor is solely responsible for the proper handling, storage, installation, testing and demonstration; all in accordance with the Contract Documents and each manufacturer's recommendations/instructions. Failure to meet any performance requirement due to improper handling, storage, installation, testing or demonstrating will be corrected by the Contractor without an increase to the GMP.

ARTICLE 3 – CITY’S REPRESENTATIVE AND CITY’S CONSULTANTS

3.1 City’s Representative. The City’s Director of the Environmental Utilities Department has designated Tracie Mueller to act as the City’s Representative. 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.

3.2 Engineer. The City has designated Brown and Caldwell to act as the Engineer. 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.

3.3 Construction Manager. The City has designated Brown and Caldwell to act as Construction Manager. 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.

3.4 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.

ARTICLE 4 - CONTRACTOR’S REPRESENTATIONS

4.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site, has observed, familiarized itself with and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions apparent upon reasonable observation, visible as-built conditions, and local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents in its capacity as a contractor and not as an architect or engineer.
- C. Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions in its capacity as a contractor and not as an architect or engineer.
- D. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California, including, but not limited to, maintaining in good standing its Contractor’s license issued by the State of California.
- E. Contractor has represented to the City that it has significant knowledge and experience and the requisite expertise, skills, labor, equipment, capabilities and all other necessary resources required to perform the Work.

- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

The failure or neglect of Contractor to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to the Contract, and no claim for additional compensation or time will be allowed which is based upon a lack of knowledge of any Contract Documents.

Moreover, the Contractor acknowledges that its observation of the Site prior to the execution of the Agreement has provided information related to existing conditions, as described in paragraph 4.1.A, above, which may affect cost, progress or performance of the Work. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the Site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the Site of the Work to be constructed under the Agreement, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract Documents, and other related information made available to Contractor by the City.

4.2 Supplementary Information. The Contractor hereby acknowledges that, prior to the execution of the Agreement, City has furnished the following Supplementary Information. These Supplementary Information documents are not part of the Contract Documents.

- Geotechnical Report for Pleasant Grove WWTP Cogeneration Facility, Roseville, California dated April 2017 prepared by Blackburn Consulting
- Placer County Air Pollution Control District Carl Moyer Grant Agreement Contract No. SCN101486 for the PGWWTP ERP
- California Energy Commission Grant Agreement Exhibit A – Scope of Work for the PGWWTP ERP
- California Energy Commission Grant Agreement Exhibit C – Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions
- California Energy Commission Budget Forms Template
- Pleasant Grove Wastewater Treatment Plant Topographic Survey, dated December 2016, prepared by KSN, Inc.

ARTICLE 5 - CONTRACT ADMINISTRATION

5.1 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.

5.2 City's Representative

5.2.1 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.

5.2.2 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.

5.2.3 Progress Payments – The 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.

5.2.4 Contract Decisions – Should the 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.

5.2.5 Acceptability of Work – The City's Representative has the authority to make the final determination of the acceptability of the Work.

5.3 Construction Manager

5.3.1 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 5, 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.

5.3.2 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.

5.3.3 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.

5.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.3.8 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.

5.3.9 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). RFI procedures are further described in Section 01 33 50, REQUESTS FOR INFORMATION AND CLARIFICATIONS.

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.

5.4 Engineer

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 Submittal – The Engineer shall receive, through the Construction Manager, shop drawings, product data and samples for review in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

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 6 - CITY

6.1 General

The 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.

6.2 Attention to Work

The City's Representative, Construction Manager and Engineer are designated in ARTICLE 3 herein. The Construction Manager will normally be available at the Site of the Work. An alternate Construction Manager representative will be designated when the designated Construction Manager's representative is not available at the Site of the Work. The Engineer may be available at the Site of the Work at certain specific times as needed to facilitate the Work. If the Contractor requires assistance from the Engineer, this assistance shall be coordinated through the Construction Manager. The Engineer will assign a representative to be available at the Site of the Work during the said specific times as needed.

6.3 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 5.3.3, 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.

6.4 City's Right to Use or Occupy

The City reserves the right, prior to Final Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute a Final Acceptance of such parts, or any part of the Work, nor shall it in anyway affect the dates and times when progress payments shall become due from the City to the Contractor or in any

way prejudice the City's rights in the Agreement, or any bonds guaranteeing the same. The Agreement shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Final Acceptance thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the GMP, nor materially delay the completion of the Agreement, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Final Completion are noted in Section 01 12 16, WORK SEQUENCE. Failure to include a part of the Work in the above referenced Section, shall not limit the City's right to use or occupy parts of the Work not listed.

6.5 City's Right to Carry Out the Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents or fail to perform any provision of the Agreement, and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such neglect or deficiency with diligence and promptness, the City may, and without prejudice to any other remedy, make good such default, neglect or failure. A Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor, for the cost of correcting such deficiencies and for performing such work, including compensation for the Engineer's, the Construction Manager's, and City's additional services made necessary by such default, neglect or failure.

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.

6.6 City's Right to Perform Work and to Award Separate Contracts

The City reserves the right to perform work related to the Project with the City's own forces, and to award separate contracts 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.

The City will provide for the coordination of the work of the City's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Article 7.10, Cooperation with Other Contractors.

6.7 Non-Responsibility of the City

The 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 7 - CONTRACTOR

7.1 Status of Contractor and Subcontractors

7.1.1 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.

7.1.2 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.

7.2 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.

The Contractor's authorized representative shall not be replaced by a person to whom City has a reasonable objection. Furthermore, the City shall have the authority to remove the Contractor's authorized representative from the Project for reasons found in Article 8.3, Character of Workers.

7.3 Use and Protection of City's Site and Adjacent Property

7.3.1 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. 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.

7.3.2 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.

7.3.3 The Contractor shall enforce any instructions from the City or Construction Manager regarding combustible materials, placement of signs, danger signals, barricades, radios, noise, dust, and smoking. Upon completion of the Work, the Contractor shall remove all temporary barricades, signs and related materials.

7.3.4 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.

7.3.5 The Contractor shall take all necessary precautions to protect existing facilities on which Contractor is performing Work against the effects of weather and environmental elements.

7.3.6 All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the entire Contract Time.

7.3.7 The Contractor shall take all steps necessary to protect all structures, buildings, land and other facilities from fires and sparks originating from the Work. The Contractor shall comply with all laws and regulations regarding fire protection and shall comply with all instructions given by the City's fire department.

7.3.8 Any damage to existing conditions, or to any other improvement or property above or below the ground surface, whether public or private, arising from the Contractor's operations or performance of the Work shall be repaired within forty-eight (48) hours by the Contractor without expense to the City, unless disruption of the City's operations or creation of a safety hazard has occurred, in which case damage will be repaired immediately. The forty-eight (48) hour non-emergency repair response time may be extended

only if agreed to in writing by the City and/or private property owner. Any delays to the Project completion times caused by such repairs shall be considered non-compensable and no further extension of the Contract Time will be granted therefor. Should the Contractor not be timely in repairing damage caused by its operations or performance, the City shall take steps to protect against loss of property and life, in its sole discretion, and deduct entire cost of such Work from the next payment due the Contractor. No prior notice to the Contractor shall be necessary for the City to take such action.

7.3.9 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 adjacent land areas, and as further stipulated in the Contract Documents. 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.

7.4 Fees and Permits

The permit requirements for the Project are specified in Section 01 35 43, ENVIRONMENTAL PROCEDURES.

7.5 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 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 such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing. 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.

Attention is directed to the following specific regulations and requirements that are 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.

7.5.1 Davis-Bacon Wages- Pursuant to State Water Resources Control Board (SWRCB) Division of Financial Assistance Guidelines for Clean Water State Revolving Fund (CWSRF), the successful bidder must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemental by Department of Labor regulations (29 CFR Part 5) it shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than Davis-Bacon wage rates. The Davis-Bacon requirements and rate determination is included within the RFBP APPENDIX A. The rate determinations may also be found on the Department of Labor's website at: <http://www.wdol.gov/dba.aspx>. It shall be mandatory upon the Contractor to whom the work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates or Davis-Bacon wage rates, whichever is higher, to all workmen employed by them in the execution of the Agreement.

7.5.2 Prevailing Wage Rates – This Agreement is subject to prevailing wage requirements pursuant to Section 1770 et seq. of the California Labor Code, which are hereby incorporated by reference and made a part hereof. Accordingly, Contractor shall comply with all applicable laws and regulations related to payment of prevailing wages and Contractor shall ensure that every lower-tier subcontractor complies with all applicable laws and regulations related to payment of prevailing wages. The Contractor and every lower-tier subcontractor shall pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. The Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically as required by the DIR and City, and via hard copy to the Construction Manager. Contractor is responsible for compliance with all prevailing wage requirements, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7.5.3 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.

7.5.4 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>.

7.5.5 Contractor Agrees to the Following:

7.5.5.1 The Contractor and subcontractors shall pay all mechanics and laborers employed directly on the Site of the Work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

7.5.5.2 The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the Site of the Work.

7.5.5.3 There may be withheld from the Contractor so much of accrued payments as the City considers necessary to pay to laborers and mechanics employed by Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the Work and the rates of wages received by the laborers and mechanics and not refunded to Contractor or subcontractors or their agents.

7.5.6 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.

7.5.7 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.

7.5.8 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.

7.5.9 Receipt of Workers' Wages, Fee for Registering or Placing Persons In Public Works – Attention is directed to the provisions of sections 1778 and 1779 of the California Labor Code, which reads 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."

7.5.10 Labor Discrimination – Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"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."

Non-Discrimination. 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.

7.5.11 Workers' Compensation Insurance – The provisions of Article 13.1.2, Workers' Compensation Insurance, shall be considered as repeated herein.

7.5.12 Not Used.

7.5.13 Safety Standards – The Contractor shall comply with all applicable provisions of the Safety and Health Regulations of Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be the Contractor's sole responsibility, and neither the City, the Construction Manager nor the Engineer shall have any liability for non-compliance. See Article 7.7, Safety, for additional safety requirements.

7.5.14 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.

7.5.15 Public Records Act –

A. 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.

B. 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.

7.6 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. Specific requirements are further specified in Section 01 11 80, ENVIRONMENTAL CONDITIONS.

7.7 Safety

7.7.1 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 (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, 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.

No provision of the Contract Documents shall act to make the City, the Construction Manager, Engineer or any other party than the Contractor responsible for safety. Neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for having hazards, and/or potential hazards, corrected and/or removed at the location(s) where the work is to be performed. The Contractor agrees that neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Contractor's employees from such hazards and/or potential hazards, or for instructing the Contractor's employees to recognize such hazards and/or potential hazards, or to avoid the associated dangers. The Contractor agrees that with respect to the Work to be performed under this Agreement and the location(s) where such Work is to be performed, the Contractor will be responsible for not creating hazards, and for having hazards corrected and/or removed. The Contractor agrees that through the safety obligations contained in this Agreement and the Contractor's own inspection of the Site(s) where the Work is to be performed, the Contractor is aware and has been notified of the hazards and/or potential hazards to which the Contractor's employees may be exposed in the performance of the Work. The Contractor has taken and/or will take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or will instruct its employees to recognize such hazards and/or potential hazards and how to avoid the associated dangers. The Contractor agrees that neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or subcontractors or Material Suppliers acting pursuant to this Agreement.

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 13.2, General Indemnification Obligations.

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.

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.

7.7.2 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. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7.

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.

7.7.3 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.

7.7.4 Safety and Protection – The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

- A. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- C. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

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. 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. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

7.7.5 Excavation Safety – 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.

7.7.6 Safety Emergencies – In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, will take reasonable action to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

7.7.7 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 9.6, **City Suspension of 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.

7.7.8 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.

7.7.9 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.

7.7.10 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.

7.8 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.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

7.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in Section 01 12 16-1.03.B, Hours of Work. Such work may be required due to project or operational constraints as defined in Section 01 12 16, WORK SEQUENCE, or if emergencies arise as provided for in Article 7.8, 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 Article 7.8, above, 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.

7.10 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.

Section 01 12 16, WORK SEQUENCE, indicates anticipated other construction activities within or adjacent to work to be performed in this Agreement. City shall require contractors performing Work by Others to cooperate with Contractor and not unduly interfere with Contractor's performance of the Work.

ARTICLE 8 - CONTROL OF WORK AND MATERIAL

8.1 Means, Methods and Appliances

The means, methods and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The City and Construction Manager shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work.

8.2 Contractor's Responsibility for Work

Unless specified otherwise in the Contract Documents, until the Final Completion of the Work by the City, the Contractor shall have the charge and care and shall bear the risk of damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work.

The Contractor shall rebuild, repair, restore and make good all damages to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expense, except such damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the Site. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the Work from damage during any period of suspension of work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the Work specified and shall supply the City with the name and phone number of the responsible person. Contractor will respond to requests for emergency service for the Work promptly upon notification. If the Contractor fails to provide this service after notice from City, City may perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

8.3 Character of Workers

None but competent superintendents, forepersons and workers shall be employed on the Work by the Contractor and its subcontractors at all tier levels. The Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other drugs/controlled substance, or is, in the opinion of the City or Construction Manager, disorderly or profane, dangerous, abusive, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the City, its officers, officials, employees, agents, and volunteers, the Engineer, the Construction Manager, and their partners, officers, employees, agents or any representatives.

8.4 Supply of Sufficient Workers

The Contractor shall at all times employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the required Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type. At any time during the progress of Work, should the Contractor directly or indirectly (through subcontractors), refuse, neglect, or be unable to employ a sufficient number of qualified workers to prosecute the Work as required, then the City may require the Contractor to accelerate the Work and/or furnish additional qualified workers as City may consider necessary, at no cost to City.

If Contractor does not comply with the notice within seven (7) days of date of service thereof, City shall have the right (but not a duty) to provide qualified workers to finish the Work or any affected portion of Work, as City may elect. City may at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that City exercises this right. City will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons doing Work. City will deduct from funds or appropriations set aside for purposes of Contract Documents, the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.

Exercise by the City of the rights conferred upon the City in this Agreement is entirely discretionary on the part of the City. The City shall have no duty or obligation to exercise the rights referred to this Article 8.4, Supply of Sufficient Workers, and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under this Article 8.4, Supply of Sufficient Workers, are cumulative to City's other rights under any provision of the Contract Documents.

8.5 Materials and Workmanship

The Contractor shall provide safe access, including plants where materials or equipment are manufactured or fabricated, for the City Representative and inspectors to adequately inspect the quality of work and for conformance with the Contract Documents. The Contractor shall furnish the City Representative the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

Unless otherwise indicated in the Contract Documents or favorably reviewed by the Engineer, materials and equipment for the Work shall be the best grade in quality of a manufacturer regularly engaged in the production of such materials and equipment, or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All Work shall be done and completed in the best workmanlike manner, obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified.

Construction Manager will notify Contractor of Defective Work promptly upon identifying the Work at issue. All Defective Work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed with Work that meets the requirements of the Contract Documents. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the Construction Manager if not in conformance with the Contract Documents.

Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in GMP (nor will any of the costs to correct Defective Work be reimbursable as a Cost of the Work) or Contract Time. Acceptance of Defective Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work. Should the City determine that it is not feasible or in the City's interest to require Defective Work to be repaired or replaced, an equitable credit shall be made to the Costs of Work owed to the Contractor and a corresponding reduction in the GMP shall be made by agreement between the City and the Contractor (If the Contractor has been paid in full for its Work, the Contractor agrees to pay City the amount of the equitable credit mutually agreed to leave in place the Defective Work). If an equitable amount cannot be agreed upon, a Change Order will be issued and the amount in dispute resolved in accordance with the Contract Documents. The City and the City's consultants disclaim any and all responsibility for Work that is not in conformance with the Contract Documents. The Contractor shall have full responsibility for all direct consequences resulting from Defective Work, including without limitation all delays (pursuant to Section 01 40 00, QUALITY REQUIREMENTS), extra inspection and correction costs, consultant and attorneys' fees costs by the Contractor and re-Work.

The City agrees that after providing the Contractor with written notice of works that it deems to be Defective Work, the City shall allow the Contractor fifteen (15) days to investigate the Defective Work in order for the Contractor to determine whether it agrees that the work is Defective Work and if so, submit to the City, for its approval, a proposed remedy for the Defective Work, before the City shall charge the Contractor for any reasonable extra inspection, consultant and attorneys' fees costs associated with the Defective Work. If it is determined by a court or arbitrator, or the City otherwise agrees, that the work was not Defective Work, City shall bear all inspection, consultant and attorneys' fees costs incurred by City or Contractor as a result of the alleged Defective Work.

Unless otherwise stipulated in the Contract Documents, any defective material, equipment or workmanship, or any unsatisfactory or imperfect work which may be discovered before the Final Completion of the Work or within one (1) year thereafter, shall be corrected immediately upon the receipt of notice from the City, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. The City's failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable Work as herein described. Any material, equipment and/or workmanship determined to be defective after the expiration of the one year express warranty provision (or beyond any furnished warranty extending beyond one year) shall be subject to the ten year statute relating to latent defects. The express warranties of the Contract Documents are in addition to, not in lieu of, the ten year statutory obligations.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within fifteen (15) calendar days after the date of written notification of the defect, the City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and the Contractor shall pay to the City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of the City.

8.6 Use of Materials Found on the Site

The City does not warrant the suitability of any native material on the Site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel,

sand or other material as may be found on the Site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at its own expense all of that portion of the material so removed and replaced with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any location that is not within the excavation, as indicated by the slope and grade lines shown on the Drawings, without written authorization from the Engineer.

8.7 Existing Utilities

8.7.1 General – The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site of the Work can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Work.

The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities to the extent required by law.

8.7.2 Utility Location – It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days, but not more than fourteen (14) calendar days, before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service.

After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings or indicated based on the utility survey, and prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

8.7.3 Utility Relocation and Repair – If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager shall work together with the Contractor to supply a method for correcting said interferences in accordance with the responsibilities of this Article and Government Code Section 4215.

The City shall compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main(s) or trunkline utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 10.1, Change Orders. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the City or utility company to provide adequate advance information to the Contractor for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Section 01 32 16-1.13, ADJUSTMENT OF PROJECT TIME.

The public utility, that owns the affected utility/asset, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter into the Site for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

When the Agreement indicates that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.

Temporary or permanent relocation or alteration of utilities approved by the utility owner and the City that is desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

8.8 Surface Restoration

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, concrete curbs and surface replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the City. The City and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

8.9 Disposal of Materials

Unless otherwise specified in the Contract Documents, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill, debris, chemicals, sledges and other removed materials shall be disposed of legally by the Contractor.

When any materials, including excess of unsuitable excavated earth or other materials are to be disposed of off the Site, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file said permit or certified copy together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the City's Representative to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Contract Documents, full compensation for all cost involved in disposing of materials as above specified, including all costs of overhaul, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

8.10 American Iron and Steel Requirement Compliance

Goods and services under this Agreement may be funded with monies made available by CWSRF that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the Project to be produced in the United States ("American Iron and Steel

Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor shall comply with the American Iron and Steel Requirement, and all of the iron and steel products applicable to the American Iron and Steel Requirement used in the Project shall be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved. The Contractor shall also provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or Funding Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the City to recover as damages against the Contractor any loss, expense, or cost including without limitation attorney's fees incurred by the City or Funding Agency resulting from any such failure including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Agency or any damages owed to the Funding Agency by the City.

ARTICLE 9 - PROGRESS OF THE WORK

9.1 Commencement of Work

Within forty-five (45) calendar days after executed 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 ten (10) 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.

9.2 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 ten (10) Calendar Days from the date the Notice to Proceed is issued. 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 F, 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.

9.3 Delays

9.3.1 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 Contract was acting in good faith and the City was not Prejudiced by the Contractor's failure to timely provide the required notice.

9.3.2 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.

9.3.3 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. 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.
- B. Weather Delays – Delays caused by inclement weather conditions or the conditions resulting from inclement weather shall be considered as "Excusable Delays" if they prevent the Contractor from proceeding with seventy-five (75%) percent of the normal labor and equipment force 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.
- C. 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.

9.3.4 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. Delays due to the actions and/or inactions of the City, Construction Manager, Engineer or any of their agents or employees.
- B. Delays due to differing site conditions as defined in Article 10.2, DIFFERING SITE CONDITIONS.
- C. Delays due to other contractors (excluding W. M. Lyles) employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

9.3.5 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 9.3.2, NON-EXCUSABLE DELAYS, Article 9.3.3, EXCUSABLE DELAYS, or Article 9.3.4, COMPENSABLE DELAYS. During such concurrent delay periods, time extensions will be granted in accordance with Article 9.4, 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 9.4.1, NON-EXCUSABLE DELAYS, nor will the City assess Liquidated Damages.

9.4 Time Extensions

9.4.1 Non-Excusable Delays – The Contractor shall receive no compensation or time extension for Non-Excusable Delays.

9.4.2 Excusable or Compensable Delays – If the Contractor is delayed in the performance of its Work as defined in Article 9.3.3, EXCUSABLE DELAYS, or Article 9.3.4, 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 9.3.1, 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. Such request for an extension of time shall be submitted in accordance with the requirements of 01 32 16-1.13, ADJUSTMENT OF PROJECT TIME. As provided therein, 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 9.3.1, 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 9.4.3, FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS) that it is seeking in regards 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."
- F. **Force Majeure.** Force Majeure events shall be considered Excusable Delays. Any claim by Contractor to classify a Force Majeure event as a Compensable Delay shall be handled pursuant to Article 11.1, RESOLUTION OF DISPUTES. See definition of Force Majeure in Article 1, DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS.

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. Should Construction Manager 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.

For Weather Delays, the Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Article 9.3.3.B, WEATHER DELAYS, over and above an allowance as provided for in Exhibit F, 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 9.5, LIQUIDATED DAMAGES.

9.4.3 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 9.3.4, COMPENSABLE DELAYS. However, no payment shall be made for compensable delays which occur during a concurrent delay as defined in Article 9.3.5, 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 9.4.2, EXCUSABLE OR COMPENSABLE DELAYS. Compensation will be calculated in accordance with 9.4.3.1 and 9.4.3.2, 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:

9.4.3.1 Field Overhead – For those allowable delay periods as described in Article 9.4.3, 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 CONTROLS.
- 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 Section 01 26 00-3.2, COST DETERMINATION, for construction equipment idled due to the delay.
- D. Actual Errors and Omissions insurance costs attributable to delay periods.

9.4.3.2 Indirect Home Office Overhead – For those delay periods as described in the introduction of Article 9.4.3, 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.

9.5 Liquidated Damages

9.5.1 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES, plus any extensions thereof allowed in accordance with Article 9.4, 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

9.5.2 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES, per day for each and every calendar day that expires after the times for completion specified in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, and/or as specified for completion of any scheduled operations or works described in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, except as otherwise provided by extension of time pursuant to Article 9.4, 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.

9.5.3 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 F, 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.

9.6 City Suspension of Work

9.6.1 If the Contractor fails to correct Defective Work as required by Article 8.5, MATERIALS AND WORKMANSHIP, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, or otherwise breaches a material provision of the Agreement, and fails to respond to the City's written notice of the alleged default within ten (10) days, the City, by a written order of the City's Representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the Work, in its entirety or any portion thereof. In the event of a suspension of only a portion of the Work, the Contractor is obligated to perform the portion of the Work not suspended. The suspension of Work shall remain in effect until the condition or cause for such order has been eliminated. The City's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the City to stop and suspend the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all work necessary to correct Defective Work in order to comply with the Contract Documents shall be performed at no cost to the City.

9.6.2 In the event that a suspension of Work is ordered as provided for in paragraph 9.6.1, the Contractor, at its expense (i.e., without reimbursement as a Cost of Work or an increase in the GMP), shall perform all Work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by the City, the City's other contractors, public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such Work and the cost thereof may be deducted from partial payments and/or final payment due the Contractor under the Agreement. The City is also entitled to withhold any costs, expenses and/or damages incurred, in proportion to the Contractor's proportion of responsibility for the suspension, including consultants' costs and fees, due to the suspension of Work if the suspension was due to Contractor's fault. Contractor shall not be entitled to any relief pursuant to an Excusable Delay or Compensable Delay for the Work impacted by any suspension hereunder.

9.6.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to convenience to the City, unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work, if for City's convenience and reasons unrelated to deficiencies in Contractor's performance, shall be a Compensable Delay in accordance with Article 9.3.4, COMPENSABLE DELAYS and justification for time extension pursuant to the provisions set forth in Article 9.4, TIME EXTENSIONS.

9.6.4 The Contractor as directed by the City shall comply with the provisions in Article 9.6, CITY SUSPENSION OF WORK, above. Such additional work shall be compensated as provided for in Article 10, CHANGES IN THE WORK, unless the City's suspension of the Work is caused by the Contractor's failure to prosecute the Work in accordance with the Contract Documents.

9.7 City's Right to Terminate Contract

9.7.1 Termination for Default – If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the Contract Time(s) specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents, or fails to complete such Work within such time as required under the Contract Documents or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the City based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or if the Contractor should persistently or repeatedly refuse or fail (except in cases for which an authorized extension of time is provided) to supply enough properly skilled workers or proper materials to complete the Work in the time

specified, or if the Contractor should fail to make prompt payment to subcontractors of undisputed amounts due for material or labor, or if the Contractor should persistently disregard laws or instructions given by City, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents the City may, without prejudice to any other right or remedy, serve written notice upon the Contractor and Sureties of the City's intention to terminate the Contractor's performance under the Agreement. Said notice shall contain the reasons for such intention to terminate the Contractor's performance under the Agreement, and unless, within seven (7) days after the service of such notice, such alleged violations cease and satisfactory arrangements for the corrections thereof have been made, the City may terminate Contractor's performance under the Agreement and the Contractor shall not be entitled to receive any further payment until the Work is finished.

In the event of any such termination, the City shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Agreement. However, if the Surety, within ten (10) days after the service of a notice of termination, does not give the City written notice of its intention to take over and perform the Agreement, or if it serves such notice of its intent to take over and perform the Agreement and does not begin performance thereof within fifteen (15) days from the date of serving said notice, the City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to the City for any excess cost or other damage incurred by the City thereby. In such an event, the City may without liability for so doing, take possession of and utilize such materials, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that City elects to complete by furnishing its own employees, materials, tools, and equipment, the City shall be compensated in accordance with the schedule of compensation for force account work as stated in Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by City for all Work performed by it in accordance with the terms of the Contract Documents, less any amounts City is entitled to withhold pursuant to the Contract Documents. If the Surety assumes the entire Agreement, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Agreement.

In the event of a termination based on Contractor's default, the Contractor will be paid the actual amount due in accordance with the Contract Documents less damages caused to the City arising from the termination, including but not limited to, consultants' costs, attorneys' fees and all costs to the City to complete the Work including all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If City's costs to complete the Work, including the aforementioned costs exceed the unpaid balance, the Contractor shall pay the difference to the City promptly upon demand. On failure of the Contractor to pay, the Surety shall pay upon demand by City. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

The Contractor and the City agree that nothing in this article is intended to create a right to recover attorney fees as prevailing party in any lawsuit on this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to City.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as, by way of example and not limitation, a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the City may allow the Contractor to continue Work on a mutually agreeable schedule, or treat the termination as a termination for convenience, and the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City. Also, in the event that it is determined by a third party, including a judge, jury or arbitrator, that the Contractor should

not have been terminated for fault, then Contractor agrees that the termination will be deemed to be a termination for convenience under Article 9.7.2, TERMINATION FOR CONVENIENCE.

9.7.2 Termination for Convenience – The City, by written notice to the Contractor from the City Manager, may terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by an act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than seven (7) days written notice of its intent to terminate the Agreement for convenience, but in no event shall City provide written notice of its intent to terminate without having a prior consultation with Contractor.

- A. Upon receipt of such written notice of termination, the Contractor shall:
1. Stop Work as specified in the written notice;
 2. Terminate all orders and subcontractors except as necessary to complete Work which is not terminated;
 3. If directed in writing by the City to do so, assign all right, title and interest in materials in progress, in which case the City will have the right at its discretion to settle, or pay any or all Claims arising out of the termination of such materials contracts, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of Work;
 4. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing this Agreement whether completed or in process;
 5. Settle outstanding liabilities and Claims with the approval of City;
 6. Complete performance of such part of the Work as has not been terminated; and
 7. Take such other actions as may be necessary, or as may be directed by the City for the protection and preservation of the Project and/or property related to the Agreement.
- B. Upon receipt of City's written notice of termination for convenience, and within a period of 30 to 60 days, as determined by the City at the time of termination, the Contractor shall submit to the Construction Manager a Termination Proposal which shall include, but is not limited to, the Contractor's estimate of costs to be incurred by the Contractor as a result of the termination for convenience, and as allowed by the Contract Documents, including documentation reasonably necessary to support such costs; the status of the Work at time of termination; the status of termination of the Contractor's subcontractor(s) and Supplier(s) agreement(s) including the amount of each agreement, amount paid under each agreement up to the date of termination, and the amount that currently remains due and owing under each agreement for Work completed as of the date of termination, if any; a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Construction Manager; and any other information and/or documentation as required by City. Within thirty (30) days of receipt of Contractor's Termination Proposal, City shall provide to Contractor written acceptance of Contractor's Termination Proposal or exceptions to items within the Termination Proposal which must be modified in order to gain City's acceptance of the Termination Proposal.

Upon receipt of City's written acceptance of, or exceptions to, Contractor's Termination Proposal, the Contractor shall submit to the Construction Manager a request for final payment (or the undisputed portion of the Termination Proposal) pursuant to the Contract Document requirements. Such request shall be submitted promptly, but no later than fifteen (15) days from the effective date of receipt of City's written acceptance of, or exceptions to, Contractor's Termination Proposal.

- C. Contractor shall not be entitled to recover any lost profits, fee or any other cost or expense on portion of the Work terminated. The final payment to the Contractor after termination for convenience shall not exceed the amounts due and owing under the Agreement at time of termination, including the following:
1. Any actual costs incurred by the Contractor for restocking charges or other costs reasonably incurred in negotiating termination of subcontracts and/or supply contracts;
 2. The cost of the Work for protecting the Work in any manner, if any, as directed by the City; and
 3. The cost of settling and paying Claims arising out of the termination of the Work under subcontract agreements or orders with the City's approval, as specified above, exclusive of the amounts paid or payable on account of goods delivered or Work furnished by subcontractor prior to the effective date of the termination; and
 4. The cost of the Work and Fee allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.
- D. The City's right to withhold under Article 12.9, WITHHOLDING OF PAYMENT shall apply to payments made under this article.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Change Orders

10.1.1 Without invalidating the Agreement and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager agrees that such Field Directive is a change in the scope of the Agreement that causes an increase in the Cost of the Work or an adjustment to the GMP or the Contract Time(s) and therefore warrants development of a Change Order. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders or Field Directives. The work involved in Change Orders and Field Orders shall be executed under the applicable conditions and requirements of the Contract Documents. By signing a Change Order, the Contractor waives any claim for additional time, not included in the Change Order, for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Change Order or Field Order will not entitle the Contractor to an increase in the GMP or an extension of the Contract Time(s).

10.1.2 Extra Work is defined in Contract Documents found in Article 1, DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work in writing by way of a Field Directive, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through

the Construction Manager, and no claim for an addition to the GMP and/or Contract Time(s) shall be valid unless so ordered.

10.1.3 In case any authorized change increases or decreases the Work shown in a Change Order, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the GMP, in accordance with the provisions of Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

10.1.4 If the Contractor refuses to accept a proposed Change Order, the City may issue it unilaterally with a Construction Change Directive in accordance with the provisions of Section 01 26 00, CONTRACT MODIFICATION PROCEDURES. The Contractor shall comply with the requirements of the Construction Change Directive. The City shall provide for an equitable adjustment, if any, to the GMP and/or Contract Time, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment or refusal to adjust is equitable, it may submit a claim in accordance with ARTICLE 11, DISPUTES.

10.2 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Proposers prior to the deadline for submitting bid proposals.
- C. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

The Contractor's written notice must be furnished to Construction Manager within ten (10) calendar days of Contractor discovering the alleged differing site condition. The Contractor agrees that no claim shall be made for any differing site conditions that is not the subject of a written notice submitted to the attention of the Construction Manager within ten (10) calendar days of their occurrence. The City may accept a claim 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.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the City shall cause to be issued a Change Order under the procedures provided in Article 10.1, CHANGE ORDERS.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties, Article 11.1, RESOLUTION OF DISPUTES.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

10.3 Taxes. A Change Order shall be executed due to any new or increased 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 or increased taxes only. With respect to reductions 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 difference in amount as a result of such reduced taxes only.

10.4 Permit Fees. With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the effective date of this Agreement, a Change Order will be prepared and proposed to Contractor that 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. The fees for permits and related costs associated with permits that was included in the GMP shall be listed in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEES.

ARTICLE 11 - DISPUTES

11.1 Resolution of Disputes

It is the intent of this Agreement that disputes regarding the Agreement be resolved promptly and fairly between the Construction Manager and Contractor. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and City the following provisions are provided for the resolution of disputes which cannot be resolved by the Contractor and Construction Manager.

11.1.1 Notice and Contract Claim. Either party shall provide written notice of disputed or potentially disputed Work to the other party prior to the commencement of and sufficiently in advance of performing the disputed Work to allow both parties joint initial review of the disputed Work. If there is disagreement subsequent to the initial review, the Contractor shall formally request a Contract Interpretation by the Construction Manager in accordance with Article 5.3.9, CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER. If the Contractor disagrees with the Construction Manager's decision or in any case where the Contractor deems additional compensation or a time extension to the Contract Time is due the Contractor for work or materials not covered in the Agreement or which the Construction Manager has not recognized as extra work, the Contractor may file a written "Contract Claim" with the Construction Manager within ten (10) days of receipt of the Construction Manager's contract interpretation decision or, if the claim does not involve a Construction Manager contract interpretation decision, within ten (10) days after the date of the occurrence, event or circumstance giving rise to the claim. Additionally, if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Construction Manager prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the Construction Manager. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Agreement, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as to both entitlement and quantification of time, money, or both. A claim for purposes of this article means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the City under the Agreement), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Article 9.3, DELAYS, and Article 9.4, TIME EXTENSIONS, are complied with. No untimely claim or claim filed after the date of final payment will be considered.

Unless a timely Contract Claim is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have supported a claim for additional compensation. The Contractor should understand that timely notice of a Contract Claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice permits the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the work in question, shall not in any way be construed as proving the validity of any claim.

11.1.2 Processing of Claims, Generally. This Agreement provides for three types of Contract Claims, which will be processed and resolved under different terms as described below. Any claim for money or damages of \$375,000 or less or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with Article 11.1.3. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code section 9204 or 20104) shall be processed and resolved in accordance with Article 11.1.4. Any Contract Claim sent to City by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to Article 11.1.5.

11.1.3 Claims for \$375,000 or Less or for Time Extension and Not Sent by Registered or Certified Mail.

11.1.3.1 Application. This article applies to all claims (not sent by registered or certified mail) for \$375,000 or less in value, including any claim for a time extension or for a time extension that includes claimed delay damages of \$375,000 or less.

11.1.3.2 City Response to Contract Claim. The Construction Manager shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this article, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 20 days after receipt for claims of less than \$50,000) of the further documentation. The City shall not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract Documents.

11.1.3.3 Meet and Confer. If the Contractor disputes the Construction Manager's written response, or the Construction Manager fails to respond within the time prescribed, the Contractor may notify the City, in writing, either within 15 days of receipt of the Construction Manager's response or within 15 days of the Construction Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the City shall schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

11.1.3.4 Government Code Claim. Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to Article 11.1.1, NOTICE AND CONTRACT CLAIM until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The City shall respond to any Government Code Claim in accordance with the Government Claims Act.

11.1.3.5 Lawsuit. If the claim is not resolved pursuant to Article 11.1.3.4, GOVERNMENT CODE CLAIM, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

11.1.3.6 Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

11.1.3.7 Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this article consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

11.1.3.8 Interest. In any lawsuit filed under this article, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

11.1.4 Claims for More Than \$375,000 and Not Sent by Registered or Certified Mail

11.1.4.1 Application. This article applies to all claims (not sent by registered or certified mail) that exceed \$375,000 in value, including any claim for a time extension that includes claimed delay damages exceeding \$375,000.

11.1.4.2 City's Response to Contract Claim. The Construction Manager shall respond in writing to the Contract Claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this article, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation. If the Contractor fails to timely dispute the Construction Manager's decision on the matter in accordance with Article 11.1.4.3, GOVERNMENT CODE CLAIM, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

11.1.4.3 Government Code Claim. If the Contractor disputes the Construction Manager's written response to the Contract Claim, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The City shall respond to any Government Code Claim in accordance with the California Government Claims Act.

11.1.4.4 Lawsuit. If the claim is not resolved pursuant to Article 11.1.4.3, GOVERNMENT CODE CLAIM, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

11.1.4.5 Judicial Reference. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure Sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- A. Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure Section 640, and subject to objection by either party as provided by Code of Civil Procedure Section 641. The referee must be a retired judge or a licensed attorney with at least ten (10) years substantive experience in public works construction matters.
- B. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.
- C. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure Section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- D. (d) Each party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

11.1.5 Claims Subject to Public Contract Code Section 9204

11.1.5.1 This article applies to all Contract Claims sent by registered or certified mail with return receipt requested. The Contract Claim will be processed and resolved pursuant to Public Contract Code Section 9204, which is summarized here:

- E. City's Review of Claim. Within 45 days after receiving a complete Contract Claim, City shall review the claim and provide the Contractor a written statement identifying what

portion of the claim is disputed and what portion is undisputed. The City will pay any undisputed portion of the claim within 60 days from the date of the written statement. If the City fails to timely issue a written statement, then the claim shall be deemed rejected in its entirety.

- F. **Meet and Confer Conference.** If the Contractor disputes the City's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with Section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, the City shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by the City within 60 days after this written statement.
- G. **Non-Binding Mediation.** Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with Section 9204, subsection (d)(2).
- H. **Interest.** Any amount not paid in a timely manner as required by this article shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

11.1.5.2 **Lawsuit and Reference.** If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit (with judicial reference) in accordance with the procedures set forth at Articles 11.1.4.4 through 11.1.4.5. Any lawsuit under this Article 11.1.5 will be subject to judicial reference in the same manner as under Article 11.1.4.

11.1.6 **Contract Work Pending Claim Resolution.** Unless otherwise directed in writing by the Construction Manager, pending resolution of a claim under this article, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract Documents and the instructions of the Construction Manager.

11.1.7 **Records of Disputed Work.** In proceeding with a disputed portion of the Work, the Contractor shall keep accurate daily records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services that are used. Such information shall be submitted to the Construction Manager on a daily basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work. Failure to comply with this paragraph shall constitute a waiver of the Contractor's claim for additional compensation or a time extension as to that day.

11.1.8 **Submission of Claim Costs.** Within thirty (30) days after incurring the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail, and should the Construction Manager be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are not fully ascertainable, they shall be estimated with as much accuracy as possible in the circumstances. The Construction Manager shall have the right as provided in Section 01 26 00-3.4, COST PRICING DATA AND ACCESS TO RECORDS, to review the Contractor's records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

11.1.9 Claim Meetings. From time to time the Contractor may request or the Construction Manager may call a special meeting to discuss outstanding claims should it deem this a means of possible help in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its claims, and make available the personnel, subcontractors and suppliers necessary for resolution, of the claim. In addition, the Contractor shall timely provide all documents relevant to the claim which may reasonably be requested by the Construction Manager.

11.1.10 Tort Claims. The provisions of this Article 11.1 apply only to contract-based claims and they shall not apply to tort claims, and nothing in this Article 11.1 is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

ARTICLE 12 - PAYMENT AND COMPLETION

12.1 Guaranteed Maximum Price (GMP). The City shall pay for Contractor's performance under this Agreement the Cost of the Work and Fee (as defined in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, hereto), provided, however, that the sum of the Cost of the Work and Fee shall not exceed the GMP, as adjusted by Change Order and/or Field Order in accordance with the Contract Documents.

12.2 Not Used.

12.3 Applications for Payment. Within ten (10) business days following execution of this Agreement, the City and Contractor shall meet to discuss the format, cost breakdown and level of detail required in each Contractor Payment Application. The cost breakdown shall be generally in the same format as typical CSI Document Divisions and Subdivisions, with major items of work listed individually. The cost breakdown shall be by structure, civil, landscaping, or other logical divisions of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate items for all testing and startup work required. The cost breakdown shall also have separate items for all mobilization costs, direct job overhead costs, bonds, builder's risk insurance, supervision, subcontractors, special services and major suppliers.

The Contractor's cost breakdown and accounting system to produce the Contractor's Application for Payment must provide the City the means to efficiently substantiate the Cost of the Work completed each month and to date for the timely processing for payment to the Contractor.

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 a line item detailed billing to demonstrate costs incurred on account of Cost of the Work during such month.

Each progress payment request and the final payment request shall be deemed "proper" only if it is submitted on the form approved by the City, with all of the requested information completely and accurately provided by the Contractor and such completed progress payment request form or final payment request form is accompanied by: (i) certified payrolls of the Contractor and all subcontractors, of any tier, for laborers performing any portion of the Work for which a progress payment or final payment is requested; (ii) duly completed and executed Conditional Waiver and Release Upon Progress Payment or Final Payment forms in accordance with California Civil Code §§ 8132 and 8136 for all subcontractors of any tier, and material suppliers covering the progress payment or final payment requested; (iii) duly completed and executed Unconditional Waiver and Release Upon Progress Payment forms in accordance with California Civil Code §§ 8134 and 8138 for all subcontractors of any tier, and material suppliers covering the progress payment received by the Contractor under the prior progress payment request.

City may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

City may request additional detail or breakdown of costs to meet Funding Agency reimbursement requirements.

12.4 Amount of Progress Payments. City shall pay Contractor the actual Cost of the Work and Fee through the period covered by the Application for Payment, less Retention as set forth in Article 12.5, EFFECT OF PAYMENT below. City may additionally withhold from progress payments such amounts pursuant to stop notice claims as required by law and pursuant to Article 12.9, WITHHOLDING OF PAYMENTS.

12.5 Effect of Payment. Payment will be made by City based on the Construction Manager's observations at the Site and the data comprising the progress payment request. Payment will not be a representation that the City has:

- A. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
- B. Reviewed construction means, methods, techniques, sequences or procedures;
- C. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment;
- D. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum; or
- E. Accepted all or part of the Work.

12.6 Retention; Escrow Agreement; Final Payment. Five percent (5%) Retention shall be withheld from each progress payment until the expiration of 35 days following City's filing of the Notice of Completion for the Project or as required in California Public Contract Code Section 7107, whichever is earlier; provided, however, City shall continue to retain such amount as required by law and City's right to withhold in accordance with Article 12.9, WITHHOLDING OF PAYMENT, herein.

For any retention of amount earned by the Contractor as provided for in this article, the Contractor may substitute securities as provided in Section 22300 of the Public Contract Code, as amended, which states in part as follows:

"Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay those monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor."

"Alternatively, the contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms of this Article. The Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor."

"The Contractor shall be the beneficial City of any securities substituted for money withheld and shall receive any interest thereon."

Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form in Exhibit J, ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION. Release of Retention monies shall constitute the Final Payment.

12.7 Not Used.

12.8 Title to Construction Work. Title to all Work covered by an Application for Payment shall pass to City no later than the time of payment. Upon submittal of an Application for Payment, all 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, except work, labor, materials or services that are the subject of a Claim.

No material, supplies, or equipment for the Work under this Agreement shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any third party claims, liens, security interests, or charges.

Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

12.9 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 the following:

- A. Defective Work not remedied, irrespective of when any such work be found to be defective.
- B. Non adherence to Funding Agency requirements including, but not limited to, the Iron and Steel Requirements.
- C. Damage to another contractor or third party, or to property that Contractor has failed to resolve within 30 days after receiving written notice of the damage.
- D. A reasonable amount for failure of the Contractor to maintain Record Drawings current as required in Section 01 33 23, AS-BUILT DRAWINGS.
- E. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.
- F. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a construction schedule as required in Section 01 32 16, PROGRESS SCHEDULES AND REPORTS.
- G. Failure to provide the required payment documentation, including required waivers, releases, and Funding Agency documentation.

- H. Payments due the City from the Contractor as provided for in the Contract Documents.
- I. Failure to comply with environmental and other regulatory requirements that Contractor has failed to resolve within 30 days after receiving written notice of the noncompliance.
- J. Failure to comply with equipment storage requirements and/or equipment installation guidelines.
- K. Provisions of law that enable or require the City to withhold such payments in whole or in part, including, but not limited to California Public Contract Code
- L. Stop Payment Notice claims filed by Contractor's subcontractors of any tier, or its material suppliers.
- M. Contractor's failure to timely complete its Work, including Punch List items in the time required and issuance of operations and maintenance (O&M) manuals.
- N. Any other breach of a material provision of this Agreement if Contractor has failed to respond to the City's written Notice of the alleged breach within 10 days.

When the above reasons for withheld amounts are removed, payment will be made to the Contractor for amount withheld because of them.

12.10 Failure of Payment. 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. Any written request for a progress payment which City determines not to be a proper payment request suitable for payment shall be returned to the Contractor within seven (7) days after receipt by City, along with a written statement of the reason or reasons why such request is not proper.

12.11 Occupancy by City Prior to Final Completion. The City reserves the right to Beneficial Occupancy without charge by Contractor. In those areas of the Work, which are deemed substantially completed the City may store materials, equipment, and supplies, and may perform partial operation.

12.12 Substantial Completion. When the Contractor considers the entire Work substantially complete, or a portion of the Work substantially complete as defined by the Contract Milestones or as needed for Beneficial Occupancy is complete and ready for its intended use, the Contractor shall certify in writing to the City through the Construction Manager that the entire Work, or a portion of the Work as defined by the Contract Milestones or needed for Beneficial Occupancy is substantially complete and provide the City with a Certificate of Substantial Completion. If the Construction Manager agrees that an inspection to determine the status of completion is warranted, the City, Construction Manager and Contractor shall make an inspection of the Work to determine the status of completion. Substantial Completion shall be defined as completion of Work in accordance with the Contract Documents, including Extra Work, except for minor punch list items, and suitable for the City's Beneficial Occupancy. Issuance of Substantial Completion requires submittal of associate as-built drawings, operations and maintenance manuals, asset management data and other related submittals for the portion of Work being assessed for Substantial Completion.

If the City does not consider the Work substantially complete, the Construction Manager will notify the Contractor in writing identifying the parts of the Work that the City contends are not substantially complete. If the City considers the Work is substantially complete, the 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 Completion and Final Payment.

Upon verification that the Work is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion and the Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, warranties as defined by the Contract Documents, and shall fix the time, not to exceed 30 days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative requirements accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate.

12.13 Final Completion. When all 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 stop payment notice and payment bond claim rights 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 and performed in accordance with the Contract Documents, the City will accept the Work as finally complete. Acceptance of the Project for Final Completion requires formal acceptance by the City's Representative. If the City's Representative determines that the Work is not complete after receipt of certification, the 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.

12.13.1 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 or those related to final payment or items of Work that are incomplete at the time of Final Completion.

12.14 Warranties and Bonds

12.14.1 The Contractor hereby agrees to make, at its sole expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract Documents, and pay for any damage to other works resulting from such defects, which becomes evident within the warranty period. Unless otherwise provided in Contract Documents, the one (1) year warranty period is the shortest duration and such duration may be a longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects.

12.14.2 The Contractor shall execute and submit a warranties for the Work, and any portion of the Work possessed in accordance with Article 6.4, CITY'S RIGHT TO USE AND OCCUPY. The warranties shall be submitted within five (5) days of Substantial Completion.

12.14.3 The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after the City giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and/or its Surety shall be liable for the cost thereof.

12.14.4 Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

12.14.5 For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled

under this Agreement which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

12.14.6 The City and the Contractor agree that warranty on the parts of the Work possessed and used by the City in accordance with Article 6.4, CITY'S RIGHT TO USE OR OCCUPY, shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further agree that such possession, and use of the Work shall not be deemed the Work as receiving Final Acceptance.

12.14.7 If, after installation, the operation or use of the materials or equipment furnished under the Contract Documents proves to be unsatisfactory to the Construction Manager or the City, the City shall have the right to operate and use such materials or equipment until it can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the warranty period. The warranty period for equipment shall be extended by the number of days from the date the equipment is found by the City to be non-functional or defective to the date the Contractor repairs and makes fully operational the same equipment.

12.14.8 Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and Work performed under the Contract Documents.

12.15 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 Exhibit E, DESIGNATION OF SUBCONTRACTORS.

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.

12.16 Cash Flow Projection. A cash flow projection covering the entire construction period shall be prepared by the Contractor and submitted to the Construction Manager prior to commencement of the Work. Additional cash flow projections shall be submitted upon request by the Construction Manager if there is a material change in the scope of the Work or a material change in the duration of the Work or if the Construction Manager reasonably believes that the Contractor's financial status has materially changed.

12.17 False Claims Act. All claims for payment from the Contractor to the City shall in all respects be a true and correct representation of services rendered and/or materials delivered to the City pursuant to the California False Claims Act. The penalties under the Federal False Claims Act and the State of California False Claims Act are non-exclusive, and are in addition to any other remedies which the City may have either under contract or law.

12.18 Shared Savings. The Contractor shall be compensated for actual work completed based on the Cost of the Work and Fee up to the amount of the GMP. If the Contractor's actual total Cost of the Work and Fee is less than the GMP upon Final Completion, the Contractor shall receive forty percent (40%) of the GMP Savings. "GMP Savings" shall mean the positive difference, if any, when the Actual Total Cost of the Work is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

ARTICLE 13 - INSURANCE AND INDEMNIFICATION

13.1 Insurance

Contractor shall maintain, at its own expense, all the insurance required by this article and submit coverage verification for approval by the City prior to the City's execution of this Agreement, which shall be included in Exhibit L, CONTRACTOR INSURANCE CERTIFICATES of this Agreement.

This Agreement will not be executed by the City, and the Contractor shall not commence Work, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the Final Completion thereof. In addition, the commercial general liability insurance shall be maintained for a minimum of three (3) years after Final Completion of the Work. The City's issuance of the Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. At a minimum amount of coverage, the

insurance liability limits specified in Article 13.1.1.a(2) herein, shall apply for all subcontractors who execute a subcontract with the Contractor for portions of the Work.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or equivalent and that are admitted to do business and in good standing in California, unless otherwise approved by the City. In the case of workers' compensation and employer's liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City by the insurance carrier. Should the insurance carrier refuse to provide this notice, the Contractor shall be obligated to provide to the City thirty (30) days prior written notice of any insurance coverage being suspended, voided, reduced or canceled by either party, or any reduction in coverage or in limits.

The Contractor shall include all costs for insurance in its GMP.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Agreement. For any claims related to Contractor's Work, as opposed to work City has contracted to parties other than Contractor, the Contractor's insurance coverage shall be primary insurance as respects the City, Construction Manager, Engineer, Funding Agencies and their directors, officers, elected officials, employees, agents, and volunteers. For any claims related to Contractor's Work, any insurance or self-insurance maintained by the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Agreement and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may be caused by the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under this Agreement.

13.1.1 Commercial General Liability and Automobile Liability Insurance – This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may be caused by the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under this Agreement. The commercial general liability insurance shall be maintained for three (3) years after Final Completion of the Work and shall provide coverage on an occurrence basis.

- A. **Additional Insureds** – The commercial general liability and automobile policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, Construction Manager, Engineer, Funding Agency and their directors, elected officials, officers, officials, employees, agents or volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said additional

insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations.

- B. Amount of Coverage (General Contractor) – The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit, with excess coverage of \$10,000,000 per occurrence and in the aggregate. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles, with excess coverage of \$10,000,000 per occurrence and in the aggregate, including coverage for products and completed operation. Any deductibles or self-insured retentions must be declared to and approved by the City.
- C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.
1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.
- D. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as additional insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- E. Included Coverage – The above commercial general liability insurance shall also include the following coverages:
- Premises – Operations
 - Independent Contractors
 - Products - Completed Operations
 - Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.

- Advertising Injury
 - Broad Form Property Damage - Including, Completed Operations
 - Separation of Insureds/Cross-Liability Provision
 - Duty to Defend all Insureds
 - Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement
 - Separate Aggregate – A provision that the annual general aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.
 - XCU – Explosion, Collapse, Underground Damage
 - Blanket Contractual Liability – Provisions or endorsements shall state that the insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under this Agreement, including, without limitation, insurable liabilities set forth in the indemnity articles of this Agreement.
1. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article 13.1.1.B, and subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.1.1.C. However, any such umbrella/excess policy must be approved by the City and maintain an A.M. Best Rating of no less than A:VII.

13.1.2 Workers' Compensation Insurance – In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. In accordance with California Labor Code Section 1861, the Contractor shall sign and include Exhibit K, WORKER'S COMPENSATION INSURANCE CERTIFICATE with this Agreement. If the Contractor, in the sole discretion of the City, satisfies the City of its responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this article need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have employers' liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the Work of this Agreement.

Before the Notice to Proceed with the Work under this Agreement is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the contract workers' compensation and employer's liability insurance as required for all persons whom it employs or may employ in carrying out the Work under this Agreement. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents and volunteers which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

13.1.3 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.

13.1.4 Builder's Risk Insurance – Contractor shall provide "Special Form" Builder's Risk Insurance on the replacement cost basis as listed below:

- A. Amount of Coverage - Equal to the full replacement cost on a completed value basis, without deduction for depreciation and shall also provide coverage for "soft costs" such as but not limited to design and engineering fees and inspection costs caused by an insured peril, up to a maximum total for all soft costs of \$350,000. The builder's risk insurance may contain sub-limits not less than the following:
 - Debris removal - \$100,000.
 - Pollution Clean-up cost - \$25,000.
- B. Additional Insureds/Loss Payees - This insurance shall name the City, Engineer, Construction Manager, the Funding Agencies and Contractor as insureds/loss payees, as their interests may appear. Builder's risk insurance policies shall contain the following provisions:
 - 1) The City, Contractor and subcontractors of every tier shall be named as insureds.
 - 2) Each insured shall waive all rights of subrogation against each of the other insureds.
- C. Included Coverage – The above builder's risk insurance shall include the following coverages:
 - 1) Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
 - 2) Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
 - 3) The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
 - 4) Start-up & testing, and machinery breakdown including electrical arcing which are very important coverages and usually have to be requested.
 - 5) The policy shall provide the City the right to occupy the premises without termination of the policy until Final Completion of the Project.
- D. Deductibles - Builder's risk insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs.
- E. All Other Perils - \$100,000.
- F. Application of Loss Proceeds - In the event of a covered loss, proceeds of builder's risk insurance shall be applied first to reimburse actual costs of demolition, debris removal, reconstruction, and repair or replacement incurred in the discharge of the Contractor's obligations of repair or replacement under this Agreement. Insurance proceeds shall be deposited in a separate account in a local bank satisfactory to the City and shall be withdrawn only with the City's written approval to reimburse such actual costs as the builder's risk carrier has agreed to reimburse. The City shall have no liability for failure of the builder's risk carrier to pay for any particular cost of repairs. In the event of the termination of the Contractor for default, the Contractor shall forfeit all rights to builder's risk insurance proceeds and City may expend such proceeds to complete the Project as if they were unpaid contract monies.

13.1.5 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.

13.1.6 Proof of Coverage – Before execution this Agreement, the Contractor shall furnish the City with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements, which shall be included as Exhibit L, CONTRACTOR'S INSURANCE CERTIFICATES. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on endorsement forms acceptable to the City. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the City before Work commences. Except for the waiver of subrogation rights endorsements, as required herein, no other endorsements are required for workers compensation or excess liability insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City. The Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance.

For all insurance policy renewals during the term of this Agreement, Contractor shall send insurance certificates reflecting the policy renewals directly to EBIX via email at roseville@ebix.com, or via fax to (770) 325-5727.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:

- The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents and volunteers; or
- The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this article, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, declare a material breach of this Agreement and suspend all further work pursuant to this Agreement until Contractor has provided evidence that its insurance coverage meets the requirements of the Contract Documents.

13.1.7 Third Party Insurance Requirements - The Work, as contemplated by the Contract Documents, does not specifically require an encroachment permit from other public agencies or utilities. However, in the event the Contractor chooses a means and method of construction that results in Work requiring an encroachment permit from a public utility, or any other local, state, federal or public agency, Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the City herein, the requirement(s) providing the more protective coverage for both the City and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the City at the same time Contractor submits all other contractually required insurance, which is no later than ten (10) days after Notice of Intent to Award, unless otherwise agreed to in writing by the City prior to this deadline.

13.1.8 Insurance During Guarantee Period - For all work the Contractor or its subcontractors perform during the guarantee period, workers compensation and commercial general liability insurance in the amounts and format required herein shall remain in force and be maintained for three (3) years after Final Completion of the Work.

The Contractor shall be responsible for paying any and all deductible costs for claims against its workers compensation and commercial general liability insurance.

13.2 General Indemnification Obligations

- A. The Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, at the Contractor's expense, the City, and their directors, elected officials, officers, officials, employees, agents, consultants, design engineers, Funding Agencies and each of them (collectively the "Indemnified Parties"), from and against any and all liability, loss, damage, claims, actions, causes of action, expenses and costs (including, without limitation, reasonable City staff attorney fees and outside attorney fees, and costs and fees of litigation) (collectively, "Liability") of every nature to the extent caused by Contractor's negligent performance of the Work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except that such obligation to defend and indemnify does not apply to the extent such Liability was caused by the active negligence, sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
 2. Liability or claims arising directly or indirectly from Contractor's negligent acts that cause bodily injury, occupational sickness or disease, or death of the Contractor's, or supplier's own

employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;

3. Liability or claims arising directly or indirectly from or based on the violation of any laws or regulations, whether by the Contractor, its subcontractors, employees, or agents;
 4. Liability or claims arising directly or indirectly from the negligent or legally unauthorized use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its subcontractors, employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, subcontractors, suppliers, or any of their employees or agents due to Contractor's negligence or breach of any obligation in this Agreement;
 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the directors, officers, elected officials, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's negligent or improper use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon;
 10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or privities pursuant to this Agreement, whether or not there is concurrent negligence on the part of the Indemnified Parties;
 11. Liability or claims arising directly or indirectly from the failure of the Contractor to comply with the Section 01 11 80, ENVIRONMENTAL CONDITIONS, Section 01 12 16, WORK SEQUENCE or Section 01 35 43, ENVIRONMENTAL PROCEDURES; and
 12. Liability or claims arising out of the Contractor's performance of the Work.
- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other consultants and professionals and court costs of appeal) incurred by said Indemnified Parties arising out of or in enforcing the provisions of this article.
- C. The indemnification obligation under this Article 13.2 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.
- E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Agreement.
- F. The Contractor hereby agrees at its expense promptly to assume the defense of and to defend, with counsel acceptable to the City, against any indemnified Claim, suit or other proceeding brought thereon, and promptly to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred against the City, and each elected officials, officers, representatives, agents, consultants, design engineers or employees, or any of them to the extent arising from any negligent act, error, or omission, or from any willful misconduct of the Contractor in the performance of the Contractor's obligations under this Agreement.
- G. The only limitations on this provision shall be those imposed by Civil Code section 2782.

13.3 Hazardous Substance Indemnifications Obligations

Neither the Contractor nor its subcontractors or suppliers shall use, generate, manufacture, store or dispose of on, under or about the Site, or transport to, from, along or across the Site, any flammable, explosive radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent, as those terms may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance").

- A. Without limiting any remedies the City may have, in the event any disposal, release, discharge or spill of a Hazardous Substance or other contamination occurs within the Site at any time during, or as a result of, the Contractor's use of the Site, except such spills or contamination to the extent directly caused by the sole negligence or willful misconduct of the City, its contractors, officers, representatives, agents, consultants, design engineers or employees, the Contractor shall immediately notify City and take all action to mitigate the effects of such disposal, release, discharge, spill or contamination. The Contractor shall at the Contractor's own expense, unless otherwise directed by the City, remediate such disposal, release, discharge of spill or contamination in compliance with all applicable laws, rules and regulations. The City shall have the option to perform the remediation itself or through any contractor if the Contractor fails to do so. The Contractor shall cooperate with the City to complete the remediation and shall reimburse the City for all costs and expenses incurred in connection with the remediation.
- B. In the event that the Contractor observes any material that the Contractor believes or has reason to believe may be a Hazardous Substance or encounters any unknown physical condition of any unusual nature within the Site, other than disposals, releases, discharges, spills or contamination covered in paragraph A, above, the Contractor shall, without disturbing the condition, immediately cease all use of the Site and notify the City. The City shall investigate the condition and take any clean-up or other remedial action City deems necessary in its sole discretion.
- C. In the event the City or its contractor elects to perform remediation work, the Contractor shall upon notice from the City, cease use of the Site as directed in the notice. The City will notify the Contractor when the condition has been resolved, at which time, but not before, the Contractor may resume its use of the Site.
- D. The Contractor agrees to assume liability for and to defend and hold harmless the Indemnified Parties from and against all injuries or death to any person and damage to any property, and all related expense, including without limitation attorneys' fees, investigators' fees, administrative charges, litigation expenses and any judgments, fines, penalties or other charges assessed against Indemnified Parties, resulting from the Contractor's failure to comply with this article and any laws,

rules or regulations concerning the subject matter hereof. The provisions of this article shall survive the expiration and termination of this Agreement.

The obligations and liabilities arising under the Article 13.3, HAZARDOUS SUBSTANCE INDEMNIFICATIONS OBLIGATIONS, shall be in addition to and independent of those obligations and/or liabilities arising under the other provisions of this Agreement and shall in no way limit, alter, reduce or eliminate the effect of such other provisions.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed by California law (excluding choice of law rules).

14.2 Assignment. The Contractor will not assign any rights or delegate duties under this Agreement without the written consent of the City, which consent will not unreasonably be withheld, including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. City has consented to Contractor's use of subcontractors listed in Exhibit E, DESIGNATION OF SUBCONTRACTORS.

14.3 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 articles 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.

14.4 Contractor Licensing. For the duration of the Agreement, the Contractor shall possess a valid State of California Class A - General Engineering Contractor's License.

14.5 Permits and Licenses. For the duration of the Agreement, the Contractor shall have a local business license for the work contemplated. All subcontractors will be required to secure the appropriate local business license before they commence Work on the Project. The Contractor shall have all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature legally required for Contractor to practice its profession or provide any Work or services under this Agreement. Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor to practice its profession or provide such Work or services.

14.6 Whole Agreement. This Agreement, the Exhibits hereto, and the other Contract Documents, Specifications and Drawings represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein.

14.7 Conflict of Interest. Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of Work under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of the City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City at all times during the performance of this Agreement. If Contractor is or employs a former officer or employee of the City, Contractor and any such employee(s) shall both immediately notify the City's

Representative and both shall comply with any City requests pertaining to appearances before the City Council or any City department, board, commission or committee.

14.8 Contractor Not Agent. Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

14.9 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.

14.10 Contractor Shall Assume Risks. Until the Final Completion by City of all Work under this Agreement, 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 except earthquake or flood, to all or any portions of the Work, except as otherwise stipulated and/or as compensated by insurance.

14.11 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 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.

14.12 Not Used.

14.13 Penalty for Collusion. If, at any time, it is found that the person, firm, or corporation to whom this Agreement has been awarded has, in presenting any proposal, bid or bids, colluded with any other party or parties, then this Agreement shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby.

14.14 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Engineer, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14.15 Rights of Action. No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement, except where a third party is identified as an express intended beneficiary of the Contractor's obligations owed to City, including, but not limited to, the indemnification and additional insured requirements contained in the Contract Documents. The parties to this Agreement are the Contractor and the City.

14.16 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the other Contract Documents shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this article. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

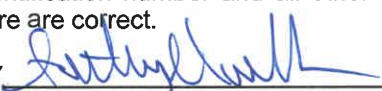
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

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 _____, 2019, and CONTRACTOR is duly authorized and has caused this Agreement to be executed.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

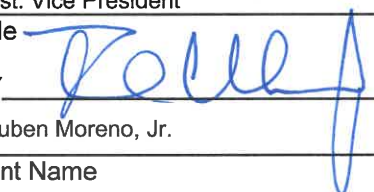
DATE October 10, 2019

BY 

Anthony M. Mueller

Print Name

Asst. Vice President

Title 

BY _____

Ruben Moreno, Jr.

Print Name

Secretary

Title

1000001448

DIR Registration #

77-0004110

Federal ID#

309-6519-8

State ID#

00841298

City of Roseville Business License Number (City will not award Agreement until Business License Number is obtained)

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (*please specify:* _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF ROSEVILLE
a municipal corporation

DATE: _____

BY _____
Dominick Casey, City Manager

Original Approved As To Form:

Attest:

Robert R. Schmitt, City Attorney

Sonia Orozco, City Clerk

Original Approved As To Substance:



Richard D. Plecker, Director of Environmental Utilities

Notices to the Parties shall be given at the following addresses and fax numbers:

City:

City Clerk of City of Roseville
311 Vernon Street
Roseville, CA 95678
Fax Number: 916-786-9175

Contractor:

W. M. Lyles Co.

P. O. Box 4377

Fresno, CA 93744

Fax Number: (559) 487-7949

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2019

STATEMENT OF PRE-QUALIFICATION

**PLEASANT GROVE WASTEWATER TREATMENT
PLANT EXPANSION PROJECT
AND/OR
PLEASANT GROVE WASTEWATER TREATMENT
PLANT ENERGY RECOVERY PROJECT
AND/OR
BOTH ABOVE PROJECTS INDEPENDENTLY**



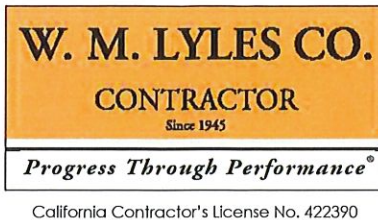
W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

***Strength Through Diversification, an integral part of the Lyles Construction Group
W. M. Lyles Co. - New England Sheet Metal and Mechanical Co. - American Paving Co.***



Corporate Office
P.O. Box 4377
Fresno, CA 93744-4377
Telephone (559) 441-1900
Fax (559) 487-7958

www.wmlyles.com
An Equal Opportunity Employer

April 1, 2019

Tracie Mueller, P.E.
City of Roseville Environmental Utilities – Engineering
2005 Hilltop Circle
Roseville, CA 95747

Reference: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Dear Ms. Mueller,

W. M. Lyles Co. is pleased to provide the enclosed information in response to your Request for Statement of Pre-Qualification for the above referenced projects.

We are proud to be an integral part of the construction industry since our founding in 1945 and consider the professional relationships we have developed over the years to be stronger than those of our competitors. We currently operate five construction divisions throughout the State of California from Sacramento to Temecula. Our strategic locations provide our customers better service and outstanding centralized construction quality.

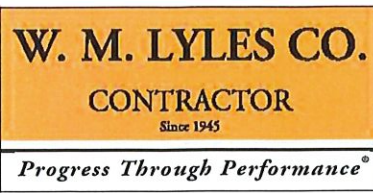
W. M. Lyles Co. is a member of Lyles Construction Group (LCG), which is comprised of W. M. Lyles Co., New England Sheet Metal and Mechanical Co., and American Paving Co. LCG is listed in ENR's Top 400 Contractors and Top 200 Environmental Firms and provides contracting services for individual projects up to \$200 million. Over the past five years, LCG has averaged over 1 million craft manhours. The companies within LCG have the capacity to self-perform the following types of work: pipelines, earthwork, grading, paving, concrete flatwork, wet and dry utilities, structural concrete, mechanical and civil piping, HVAC, refrigeration, plumbing, and equipment installation.

W. M. Lyles Co. has the financial resources and risk management structure to successfully and responsibly complete major projects. Our bonding limits are \$1 billion single project and \$2 billion aggregate, and we have ample available bonding capacity to include new projects in our construction portfolio.

Safety is a priority and our experienced safety professionals provide the necessary training and inspection for our management staff and field crews to safely meet the varied demands of our industry. As a result of this commitment to safety we maintain an insurance modification rate of 0.78, which is well below the industry average.

Corporate Office: 1210 W. Olive, Fresno, CA 93728

Bakersfield (661) 387-1600 | Fresno (559) 268-1540 | Temecula (951) 973-7393 | Sacramento (916) 375-1833 | Visalia (559) 651-1450



California Contractor's License No. 422390

Corporate Office
P.O. Box 4377
Fresno, CA 93744-4377
Telephone (559) 441-1900
Fax (559) 487-7958

www.wmlyles.com
An Equal Opportunity Employer

Thank you for considering W. M. Lyles Co. Please do not hesitate to contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Lawrence", is written over the printed name.

Joseph B. Lawrence
Asst. Vice President

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

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STATEMENT OF PRE-QUALIFICATION

PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

AND/OR

PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT

AND/OR

BOTH ABOVE PROJECTS INDEPENDENTLY

TAB

Addendum Acknowledgement

1

Statement of Pre-Qualification with Submittal Form

2

Part I - Essential Requirements for Pre-Qualification

3

Part II – Organization, History, Organizational Performance,
Compliance with Civil and Criminal Laws

4

Part III – Recent Construction Projects Completed

5

Attachment A – Prospective Proposer’s Certification

6

Conflict of Interest Statement

7

Letter of Intent to Insure

8

EMR Letter

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Notarized Bonding Capacity Letter

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Appendix A - F

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W. M. LYLES CO.

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Tab 1

Addendum Acknowledgement

IMPORTANT

3/20/19

TO: Proposers

FROM: Tracie Mueller, Senior Engineer, Environmental Utilities Dept.

RE: 08-050 Contractor Statements of Pre-Qualification for the Pleasant Grove Wastewater Treatment Plant Expansion Project and/or Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM ONE*****

- Adding Mandatory Pre-SOPQ Meeting Agenda document for download from Public Purchase
- Adding Mandatory Pre-SOPQ Meeting Slide Deck for download from Public Purchase
- Adding Mandatory Pre-SOPQ Meeting Sign-In List for download from Public Purchase

Please note the following revisions, which represent one attachment:

1. REVISIONS TO TABLE OF CONTENTS, PAGE I

Revise the list of Appendices as shown below:

APPENDIX A- PGWWTP EXPANSION PROJECT DESCRIPTION
APPENDIX B- CONTRACTOR PRE-QUALIFICATION SCORING
APPENDIX C- PGWWTP EXPANSION SITE PLAN
APPENDIX D- BONDS AND INSURANCE
APPENDIX E- PGWWTP ERP DESCRIPTION
APPENDIX F- PGWWTP ERP SITE PLAN
APPENDIX G – PROSPECTIVE PROPOSER'S CERTIFICATION

2. REVISION SECTION 1.3, PAGE 3

Revise the text at the top of page 3 as shown below:

choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-~~CP~~ of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

3. REPLACEMENT PAGES FOR THE SOPQ SUBMITTAL FORM WITH SECTION 3

Replace pages 12, 13, 14, 15, 16 and 20 of the RFPQ with the corresponding attached Addendum 1 pages. The attached pages listed below shall be used in lieu of the original page 12, 23, 14, 15, 16 and 20 and included within the SOPQ Submittal package. Note that these pages have "Addendum 1 page #" included in the footer. The changes within the attached replacement sheets are summarized below:

- Addendum 1 page 12 – Within the first sentence on the top of page 12 for Part I stating "An answer of "No" to any of the Questions 1 through 9..." has been revised to remove question 9.
- Addendum 1 page 13 –
 - Within Part I, question 7 at the top of the page the "Date of financial statement must be 2018." has been revised to "Date of financial statement must be December 2017 or later."
 - Within Part 1, question 9 has been eliminated and replace with the text "NOT USED."
- Addendum 1 page 14 – PART I(A) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(A)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 15 – PART I(B) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(B)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 16 – PART I(C) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(B)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 20 - Part II, B, question 3 bold note that states "NOTE: All Prospective Proposers will be required to submit non-

collusion affidavits” has been revised to require Prospective Proposers to properly execute and submit the certification added as Appendix G within this addendum as Attachment A of the SOPQ Submittal.

4. ADD APPENDIX G, PROSPECTIVE PROPOSER’S CERTIFICATION AS PAGE 86

Add the attached Appendix G cover sheet and Prospective Proposer’s Certification form attached as Appendix G to the RFPQ.

5. MANDATORY PRE-SOPQ SUBMITTAL MEETING STATEMENTS AND RESPONSES TO QUESTIONS

General statements made by the City after the City team’s presentation, and questions presented at the March 18, 2019 Mandatory Pre-SOPQ Submittal Meeting with City responses are included below:

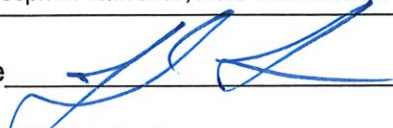
- A. City Statement: A Prospective Proposer shall check all three boxes in the “Declaration of PGWWTP Project(s) SOPQ submission” to be considered for the possibility of being awarded both projects and they must fill out all of the three SOPQ options in the submission packet.
- B. City Statement: The timeline for the financial statements will be revised as some contractors will not have their 2018 documents certified in time for the SOPQ Submittal.
- C. Question: Has the SRF funding award been received?
Response: Not yet, but the PGWWTP projects moving into construction are not dependent on receiving these funds.
- D. Question: What will the California Energy Commission requirements be?
Response: Those requirements are still being developed and will be included in the Request for Bid Proposals.
- E. Question: On page 3 it states scoring requirements are for Part II B-F, but is there a D, E and F?
Response: No, this text will be revised via addendum as this was a revision that was not caught and is an error.
- F. Question: Is May 13th 2019 a hard date for RFP to be posted?
Response: No, as stated in the RFPQ and presentation it is tentative.

- G. Question: Is April 1, 2019 a hard submittal date for the SOPQ Submittal?
Response: Yes, April 1, 2019 by 3:00 PM is still the required SOPQ Submittal due date. The City does not see a reason at this time to extend this deadline.
- H. Question: What will be required in the Request for Bid Proposals?
Response: Two envelopes will be required. The first will be the technical project approach which will include things like team description and safety pass/fail exhibits, etc. The second envelope will be for the commercial terms including a Guaranteed Maximum Price (GMP), markups for overhead and profit, proposed cost savings percentages, etc. Envelope 1 will be scored and recorded first and then envelope 2 will be opened and scored.
- I. Question: How do we access the Public Purchase website?
Response: www.publicpurchase.com
- J. Question: How much will the GMP count in the scoring?
Response: The scoring is still being developed and will be included in the Request for Bid Proposals, but the GMP itself (not including other scoring within the second envelope) will likely not be more than 50%.
- K. Question: How complete are the design drawings?
Response: The designs are both at or close to complete and will be provided in the Request for Bid Proposals for Prospective Proposers to review and determine.
- L. Does the City use this Design Assist process all the time?
Response: No, but we have used it in the past including most recently for our recent Dry Creek Wastewater Treatment Plant improvement projects that are currently under construction.

Please include a signed copy of the addendum with your proposal.

I acknowledge receipt of Addendum One

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date April 1, 2019

IMPORTANT

3/20/19

TO: Proposers

FROM: Tracie Mueller, Senior Engineer, Environmental Utilities Department

RE: 08-050 Contractor Statements of Pre-Qualification for the Pleasant Grove Wastewater Treatment Plant Expansion Project and/or Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

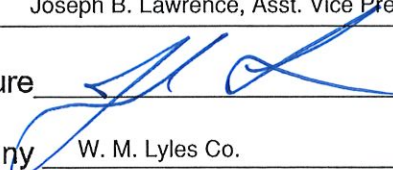
*****ADDENDUM TWO*****

- Attached are pages 12, 13, 14, 15, 16 and 20 which were inadvertently left out of Addendum 1

Please include a signed copy of Addenda One and Two with your proposal.

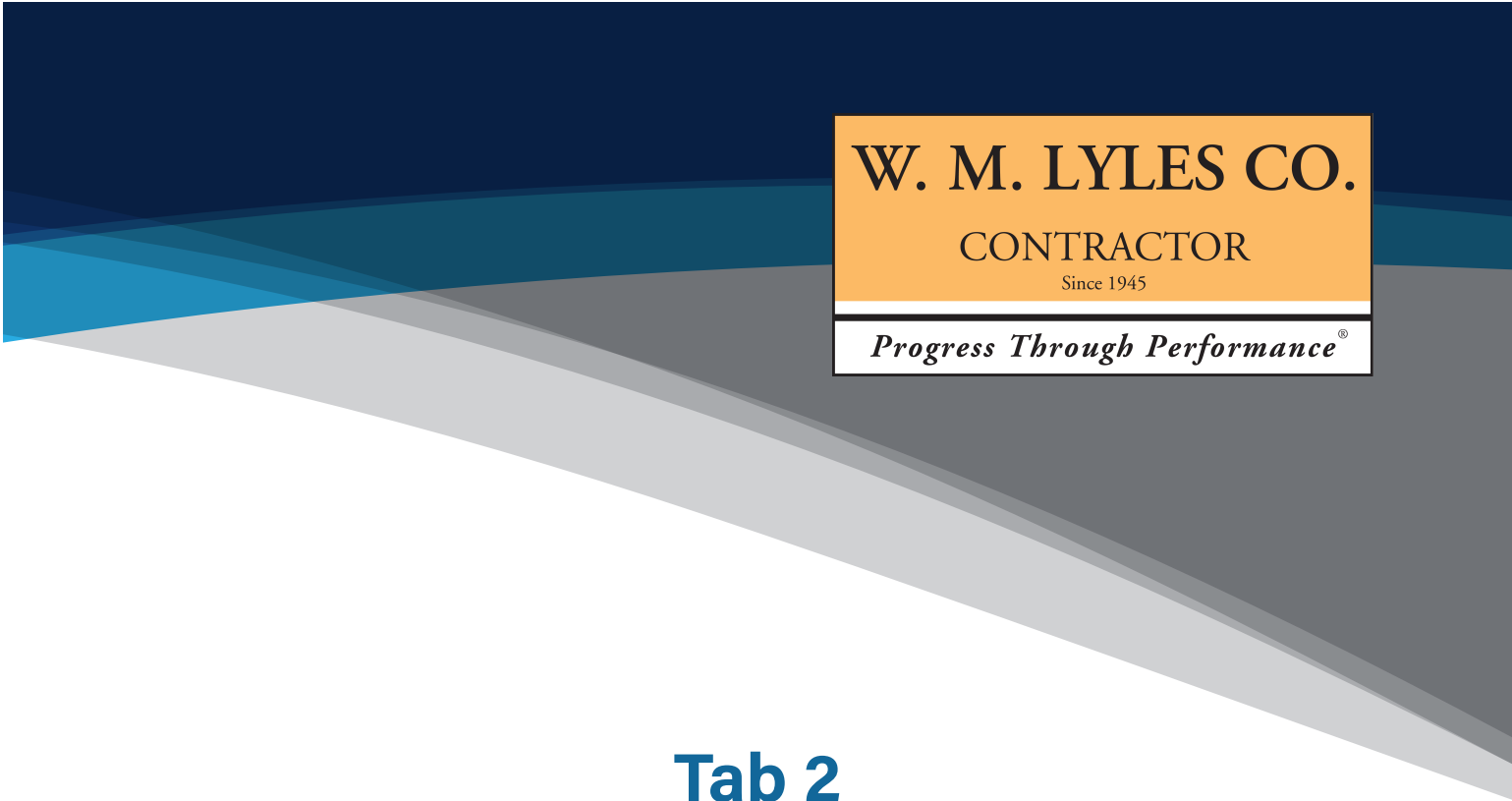
I acknowledge receipt of Addendum Two

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date April 1, 2019

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black, italicized serif font. The background of the entire page features a dark blue header at the top, transitioning into a series of overlapping, curved bands in shades of blue, grey, and white that sweep across the page from left to right.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 2

Statement of Pre-Qualification with Submittal Form

SECTION 1

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF STATEMENT OF PRE-QUALIFICATION (SOPQ) PACKAGES

1.1 DEFINITIONS

For the purpose of this Statement of Pre-qualification (SOPQ) submittal, the following definitions shall apply:

Statement of Pre-qualification (“SOPQ”) - The documents requested by the City and the information submitted by the Prospective Proposers that form the Pre-Qualification package for the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects.

Prospective Proposer - Any individual, partnership, corporation, limited liability company, or other combination thereof who submits an SOPQ to the City for consideration of contract award for completing the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects, acting directly or through an authorized representative.

City- The City of Roseville, employees acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Pleasant Grove Wastewater Treatment Plant Expansion Project (“PGWWTP Expansion”)
The project generally consists of construction of four new primary clarifiers with odor control facilities and an electrical building, a solids thickening building, sludge pumping systems, two anaerobic digesters and a digester control building, a ferric chloride dosage and storage facility, a waste gas burner, two boilers, conversion of two waste activated sludge holding tanks to a centrate storage and digested sludge holding tank, a centrate wet well and associated pump system and all other miscellaneous improvements in support of the project, including asset management, start up and testing to provide a complete and operational system in all respects. A more detailed description of the PGWWTP Expansion is included in Appendix A - PGWWTP Expansion Project Description. PGWWTP Expansion Site Plans are included in Appendix C.

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project (“PGWWTP ERP”)
The completed PGWWTP ERP will provide compressed natural gas (CNG) to be utilized by City vehicles, generate heat and power for the plant, and receive trucked high strength waste materials from local industry. The project will be constructed on undeveloped City-Owned land adjacent to and immediately south of the existing PGWWTP. A new CNG fueling station will be installed to fuel the City’s solid waste fleet. The facility includes all the compressors, dispensers, high pressure storage, and fuel management systems required for a fully operational fast-fill station. The CNG vehicle fuel will be derived from biomethane from a new biogas upgrading system. On an as-needed basis, pipeline natural gas may be utilized to supplement CNG demand. The new biogas upgrading system will treat the City’s digester gas (from anaerobic digesters constructed as part of the PGWWTP Expansion) to meet CNG engine fuel quality requirements. A new microturbine cogeneration facility will use digester gas or a blend of biogas-upgrading tail gas and natural gas

to produce electricity and heat. A new high strength waste receiving station will allow for offloading of trucked material to be fed to the anaerobic digesters.

A more detailed description of the PGWWTP ERP is included in Appendix E - PGWWTP ERP Project Description. A PGWWTP ERP Site Plan is included in Appendix F.

1.2 DELIVERY OF SUBMITTAL

A total of four (4) bound hard copies of the SOPQ and one electronic (PDF) copy on a USB flash drive shall be submitted no later than **3:00 PM April 1, 2019** to:

City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Attention: Tracie Mueller, P.E., Environmental Utilities- Engineering

SOPQ packages shall be submitted in sealed envelopes marked “Confidential” and shall include the following title on the front of the package, “Contractor SOPQ for the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects”.

1.3 PREPARATION OF SUBMITTAL

The bound copies of the SOPQ package shall be assembled in separate binders with a title page, table of contents, and section dividers. The SOPQ package submittal information shall be presented in the same order as in this RFPQ; submitting the whole document beginning with page 1. All pages shall be 3-hole punched and printing shall be arranged so that punching does not obliterate any data. Only one financial statement shall be submitted. A single hard copy of a reviewed or audited company financial statement shall also be provided in a separate sealed envelope with the original SOPQ package submittal.

It is mandatory that all Prospective Proposers who desire to submit a proposal for the PGWWTP Expansion or the PGWWTP ERP or both PGWWTP projects, fully complete the SOPQ questionnaire, provide all materials requested herein, and be approved by the City to be on the final pre-qualified contractors list for each or both PGWWTP projects. Proposals will be rejected from a Prospective Proposer that has failed to comply with these requirements.

The City recognizes that large construction companies (e.g. revenues in excess of \$250 million per year) have multiple branches/divisions for geographic and/or type of construction coverages. In such cases, the Prospective Proposer may elect to submit a set of qualifications for a specific company branch or division which shall be clearly identified in a cover letter for the SOPQ package submittal. As such, should a Prospective Proposer

choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-F of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

1.4 WITHDRAWAL OF SUBMITTAL

A SOPQ may be withdrawn by written request to Tracie Mueller, P.E., Environmental Utilities- Engineering, 2005 Hilltop Circle, Roseville, CA 95747 within five business days of submittal.

1.5 LATE SUBMITTAL

Any SOPQ stamped by the City Clerk's office after the scheduled receipt date and time will not be considered and will be returned to the Prospective Proposer unopened.

1.6 INTERPRETATION OF INFORMATION

This RFPQ includes a description of the scope of Pre-Qualification, qualification requirements, and instructions for submitting the SOPQ. Failure to follow these instructions may result in rejection of the Prospective Proposer's SOPQ.

The deadline for questions regarding the RFPQ is per Milestone Table in Notice to General Contractors Section.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFPQ. Direct all inquiries regarding this RFPQ via <https://www.publicpurchase.com/>.

In the event that it becomes necessary to revise any part of this RFPQ, a written addenda will be issued. Any amendment to this RFPQ is valid only if it is in writing and issued by the Environmental Utilities Department via Public Purchase.

All addenda for this RFPQ will be distributed to Prospective Proposers who have registered with <https://www.publicpurchase.com/> and who have downloaded the RFPQ. It is the Prospective Proposer's sole responsibility to monitor this website for possible addenda to this RFPQ. Failure of Prospective Proposer to retrieve addenda from this site shall not relieve the Prospective Proposer of the requirements contained therein. Additionally, failure of the Prospective Proposer to return a signed addendum, with the submittal, will be cause for rejection of the submittal.

1.7 DETERMINATION

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. The City reserves the right to check other sources available. The City's decision will be based on objective evaluation criteria.

The City will determine the Pre-Qualification status of each Prospective Proposer based on the responses to the information requested in Section 3. The City shall be the sole judge as to the adequacy of each Prospective Proposer to perform work on the PGWWTP Expansion or the PGWWTP ERP or both PGWWTP projects, and City's decision shall be final.

The City reserves the right to waive minor irregularities and omissions in the information contained in the SOPQ submitted, and to make all final determinations.

The anticipated schedule for Prospective Proposer Pre-Qualification determination is provided in the Notice to Contractors.

Where a timely and completed application results in a rating below that which is required for Pre-Qualification, an appeal can be made. An appeal is begun by the Prospective Proposer delivering notice to the City Clerk of its appeal of the decision with respect to its Pre-Qualification rating, no later than five business days following notification of not being prequalified. Without a timely appeal, the Prospective Proposer waives any and all rights to challenge the decision of the City, whether by administrative process, judicial process or any other legal process or proceeding.

If the Prospective Proposer gives the required notice of appeal and requests a hearing, an appeals panel hearing shall be conducted. The hearing shall be an informal process conducted by a panel to hear such appeals. At/or prior to the hearing, the Prospective Proposer will be advised of the basis for the City's Pre-Qualification determination. The Prospective Proposer will be given the opportunity to present information and present reasons in opposition to the rating. Within five business days of the conclusion of the hearing, the appeals panel will render its decision.

The list of prequalified contractors will be posted to the City of Roseville's Public Purchase website at: <https://www.publicpurchase.com/>

Prospective Proposers opposing any other firms on the prequalified list, (based on potential for proposal collusion only), shall deliver written notice to the City within five business days of posting. The City will establish a review panel and conduct a hearing in the same process as identified above for the appeals process. Within five business days of the conclusion of the hearing, the review panel will render its decision.

The City reserves the right to adjust, increase, limit, suspend or rescind the Pre-Qualification rating based on subsequently learned information. Prospective Proposers whose rating decrease enough to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described above for appealing a Pre-Qualification rating.

1.8 EXCLUSION OF COST QUOTATIONS

The SOPQ submittal is a request for information, not a cost proposal. Prospective Proposers are advised that a formal or informal cost quotation for either PGWWTP project is not requested by the City and should not be included with the submittal. Any such information furnished will not be considered.

SECTION 2

SCOPE OF PRE-QUALIFICATION

2.1 INTENT

The Pre-Qualification procedure will be used to determine responsible Prospective Proposers for the PGWWTP Expansion, the PGWWTP ERP, and both PGWWTP projects. However, Pre-Qualification is not a conclusive determination of responsiveness and responsibility and a prequalified proposer may be rejected as nonresponsive or non-responsible by the City during the subsequent request for proposal process for each or both PGWWTP projects. In all cases, the Prospective Proposer ultimately awarded the contract shall comply with the requirements of the construction contract documents for each or both respective PGWWTP projects.

2.2 EXPERIENCE REQUIREMENT

The Pre-Qualification procedure involves the review and evaluation of information regarding the proven experience of the Prospective Proposers to construct each or both PGWWTP projects in a manner acceptable to the City. The experience of the Prospective Proposer will be evaluated on the basis of the SOPQ submittal and information gathered by the City from the references (provided by the Prospective Proposer) of related projects. Proven experience is defined as the actual performance of the Prospective Proposer on previous construction projects of a similar nature (see Part III of Section 3 for experience requirements) as corroborated by said references.

The City is not obligated to prequalify or accept a Prospective Proposer with no or unsatisfactory related experience.

2.3 CONFLICT OF INTEREST

The Prospective Proposer shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract for either PGWWTP project contained in this RFPQ, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Prospective Proposers submitting a SOPQ in response to this RFPQ must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Prospective Proposer or the Prospective Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Prospective Proposer has no conflicts of interest, a statement to that effect must be included in the SOPQ submittal. Violation of this section shall disqualify the Prospective Proposer.

2.4 PROHIBITIONS AGAINST INTEREST IN MORE THAN ONE PROPOSAL ON A SINGLE PROJECT AND PROPOSER COLLUSION

A company, corporation, LLC, or other entity is not permitted to submit more than one proposal on a single project or have a financial interest in more than one proposal on a single project.

If a company, corporation, LLC, or other entity seeking to prequalify is a direct or indirect parent or subsidiary, or otherwise affiliated with another company, corporation or other entity also seeking to prequalify, neither is eligible to prequalify unless they prove to the satisfaction of the City that they satisfy the foregoing requirements by operating separately and independently from each other and that they do not currently, and will not in the future, have any direct interest in the other's proposal or performance of the contract. To so prove, each affiliated company, corporation, LLC, or other entity seeking to prequalify must provide the information required under Part II.B.3-4 and submit such additional documentation as is sufficient to prove to the satisfaction of the City that the foregoing requirements are satisfied. Affiliated companies not providing enough proof will be notified and will be allowed to rescind SOPQ submittal(s) to allow one of the affiliated firms to prequalify.

SECTION 3

SUBMITTAL INFORMATION

3.1 GENERAL

The SOPQ submittal prepared and delivered by a Prospective Proposer shall include as a minimum the information listed herein. Each Prospective Proposer shall review the requirements of this RFPQ Document and provide whatever additional information may be required to allow complete determination of conformance with the evaluation criteria utilized for the basis of determination (Section 4). Incomplete or unclear information may be grounds for rejection of a submittal as nonresponsive.

STATEMENT OF PRE-QUALIFICATION SUBMITTAL FORM	PAGE 9
PART I	PAGE 12
PART II	PAGE 17
PART III	PAGE 30

STATEMENT OF PRE-QUALIFICATION SUBMITTAL FORM

TO: Tracie Mueller, P.E.
City of Roseville Environmental Utilities- Engineering
2005 Hilltop Circle
Roseville, CA 95747

FOR: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT
and/or
PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY
PROJECT
and/or
BOTH ABOVE PROJECTS INDEPENDENTLY

STATEMENT OF PRE-QUALIFICATION FOR GENERAL CONTRACTORS

THE UNDERSIGNED PROSPECTIVE PROPOSER HEREBY AGREES AND DECLARES
THAT:

DETERMINATION OF PRE-QUALIFICATION

Receipt of this submittal by the City does not constitute either a direct or implied guarantee to the Prospective Proposer that Pre-Qualification is or will be granted. The undersigned agrees to the procedures and conditions of the Pre-Qualification requirements described in the RFPQ.

COMPLETENESS AND ACCURACY

All Prospective Proposer statements and information contained in the SOPQ shall be complete and accurate. The submittal contains no false or deliberately misleading information.

DECLARATION OF PGWWTP PROJECT(S) SOPQ SUBMISSION

The undersigned Prospective Proposer is submitting the following SOPQ submission to the City. The Prospective Proposer may submit on Item 1, Item 2, Items 1 & 2, and also Items 1, 2 & 3.

1. SOPQ submission for PGWWTP Expansion by completing Part III, Item 39(A).

☒ Yes ☐ No

2. SOPQ submission for PGWWTP ERP by completing Part III, Item 39(B).

☒ Yes ☐ No

3. SOPQ submission for both above PGWWTP projects independently by completing Part III, Item 39(C).

☒ Yes ☐ No

Important Note to Prospective Proposer:

The City will evaluate received SOPQs for the PGWWTP Expansion and the PGWWTP ERP independently. After such independent evaluations, if (during the Request for Proposals and Award Phase), the City determines that the Proposals received from the same Contractor obtained the highest score for each project, the City can only award both projects to this Contractor if the Contractor marks “Yes” to item 3 above and was pre-qualified by the City for both projects. If a Prospective Proposer marks “No” to item 3 above, and submits a Proposal for each of the PGWWTP projects, the City can only award one of the two projects to this Contractor, even if the Contractor received the highest score on each project.

CLOSING STATEMENT

- A. The undersigned is a legally authorized representative of the contractor.

Legal name of Prospective Proposer:	<u>W. M. Lyles Co.</u> (as it appears on license)
Contact:	<u>Joseph B. Lawrence</u>
Phone:	<u>(559) 441-1900</u>
Business address:	<u>1210 W. Olive Avenue</u> <u>Fresno, CA 93728</u>
Fax:	<u>(559) 487-7949</u>
E-Mail Address	<u>jlawrence@wmlylesco.com</u>

Proposer's Valid California Contractor's License No.	<u>422390</u>
--	---------------

Classification(s) A, B

- B. Addenda:

The undersigned acknowledges receipt of the following Addenda Nos.: 1, 2

Failure to acknowledge Addenda will result in the rejection of the Prospective Proposer's SOPQ submittal.

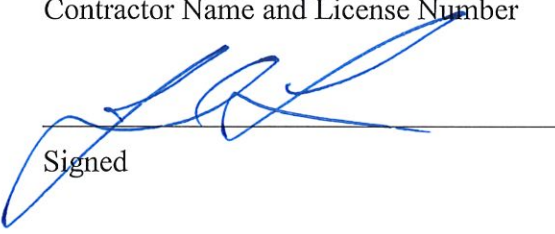
The submission of a SOPQ package shall constitute an acknowledgment upon which the City may rely that the Prospective Proposer has thoroughly examined and is familiar with the RFPQ and that the Prospective Proposer has waived any objections or contentions regarding the SOPQ document and/or the Pre-Qualification requirements set by the City to determine if a Prospective Proposer is approved to submit a proposal for either or both the PGWWTP projects.

By my signature below, I acknowledge receipt of this document and agree to be bound by its terms and agree to submit it as part of the SOPQ package submittal to the City.

I, the undersigned, certify and declare that I have read all of the answers to this SOPQ questionnaire and I know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief and I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

W. M. Lyles Co., License No. 422390

Contractor Name and License Number


Signed

Joseph B. Lawrence

Printed Name

Asst. Vice President

Title

April 1, 2019

Date

****END OF FORM****

W. M. LYLES CO.

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Tab 3

Part I Essential Requirements for Pre-Qualification

**PART I. ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR
PGWWTP EXPANSION and PGWWTP ERP and both PGWWTP projects**

An answer of “No” to any of the Questions 1 through 8 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

An answer of “Yes” to any of the Questions 10 through 13 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified. If the answer to question 12 is “yes,” and if debarment would be the sole reason for denial of Pre-Qualification, any Pre-Qualification issued will exclude the debarment period.

1. Prospective Proposer possesses a valid and current California Contractor’s license (Class A, General Engineering Contractor) for the project for which it intends to submit a Proposal.

☒ Yes ☐ No

2. Prospective Proposer is registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5.

☒ Yes ☐ No

3. Prospective Proposer has not had a surety finish the work on any contract in the past five years:

☒ Yes ☐ No

4. Prospective Proposer will comply with and provide all insurance as defined in **Appendix D, Bonds and Insurance**.

See tab 8

☒ Yes ☐ No

Note: Prospective Proposer shall provide as part of its SOPQ package submittal a notarized statement, from the insurance carrier(s) or insurance broker that the Prospective Proposer will utilize on the PGWWTP project(s), certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements and are subject to change. The contractor will be required to provide insurance as provided for in the PGWWTP projects contract documents.

5. Prospective Proposer has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☒ Yes ☐ No

☐ Prospective Proposer is exempt from this requirement because it has no employees.

6. Prospective Proposer’s Three-Year Average Experience Modification Rate (EMR) is less than or equal to 1.25 (125%) and Prospective Proposer has furnished a letter from its insurance carrier for verification of its three-year average EMR. See Part II- Item 32.

☒ Yes ☐ No

See tab 9

7. Has the Prospective Proposer attached the latest complete copy of a **reviewed or audited** financial statement with all accompanying notes and supplemental information? Date of financial statement must be December 2017 or later. If Prospective Proposer is a wholly owned subsidiary of another company, Prospective Proposer must also furnish a **reviewed or audited** financial statement of the parent company with accompanying notes and supplemental information.

☒ Yes ☐ No

See separate sealed envelope

NOTE: A financial statement that is not either reviewed or audited is not acceptable and reason for disqualification. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

8. Has the Prospective Proposer attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek Pre-Qualification, and (b) your current available bonding capacity?

☒ Yes ☐ No

See tab 10

NOTE: Notarized statement must be from the surety company, not an agent or broker.

9. **NOT USED.**

10. Has the Prospective Proposer's contractor's license been revoked at any time in the last five years?

☐ Yes ☒ No

11. Has a surety firm completed a contract on the Prospective Proposer's behalf, or paid for completion because the Prospective Proposer's firm was default terminated by the project owner within the last five years?

☐ Yes ☒ No

12. At the time of submitting this SOPQ, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

13. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

PART I(A). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR PGWWTP EXPANSION

Important Note to Contractor: Only answer this question and complete Part III, Item 39(A) if you are submitting an SOPQ for the PGWWTP Expansion.

An answer of "No" to any of the Question 1 will be rated a "Fail" and the Prospective Proposer will be immediately disqualified.

1. In accordance with Part III, Item 39(A), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$150 million** in construction value on the following types of projects:
- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$150 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$45 million**.

Any projects listed in Part III, Item 39(A), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(A). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Request for Contractor Pre-Qualifications

ADDENDUM 1- PAGE 14

PART I(B). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR PGWWTP ERP

Important Note to Contractor: Only answer this question and complete Part III, Item 39(B) if you are submitting an SOPQ for the PGWWTP ERP.

An answer of “No” to any of the Question 1 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

1. In accordance with Part III, Item 39(B), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$80 million** in construction value on the following types of projects:
 - a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract;
or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$80 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$20 million**.

Any projects listed in Part III, Item 39(B), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(B). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

PART I(C). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR BOTH THE PGWWTP EXPANSION PROJECT AND THE PGWWTP ENERGY RECOVERY PROJECT

Important Note to Contractor: Only answer this question and complete Part III, Item 39(C) if you are submitting an SOPQ for the both above PGWWTP projects.

An answer of “No” to any of the Question 1 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

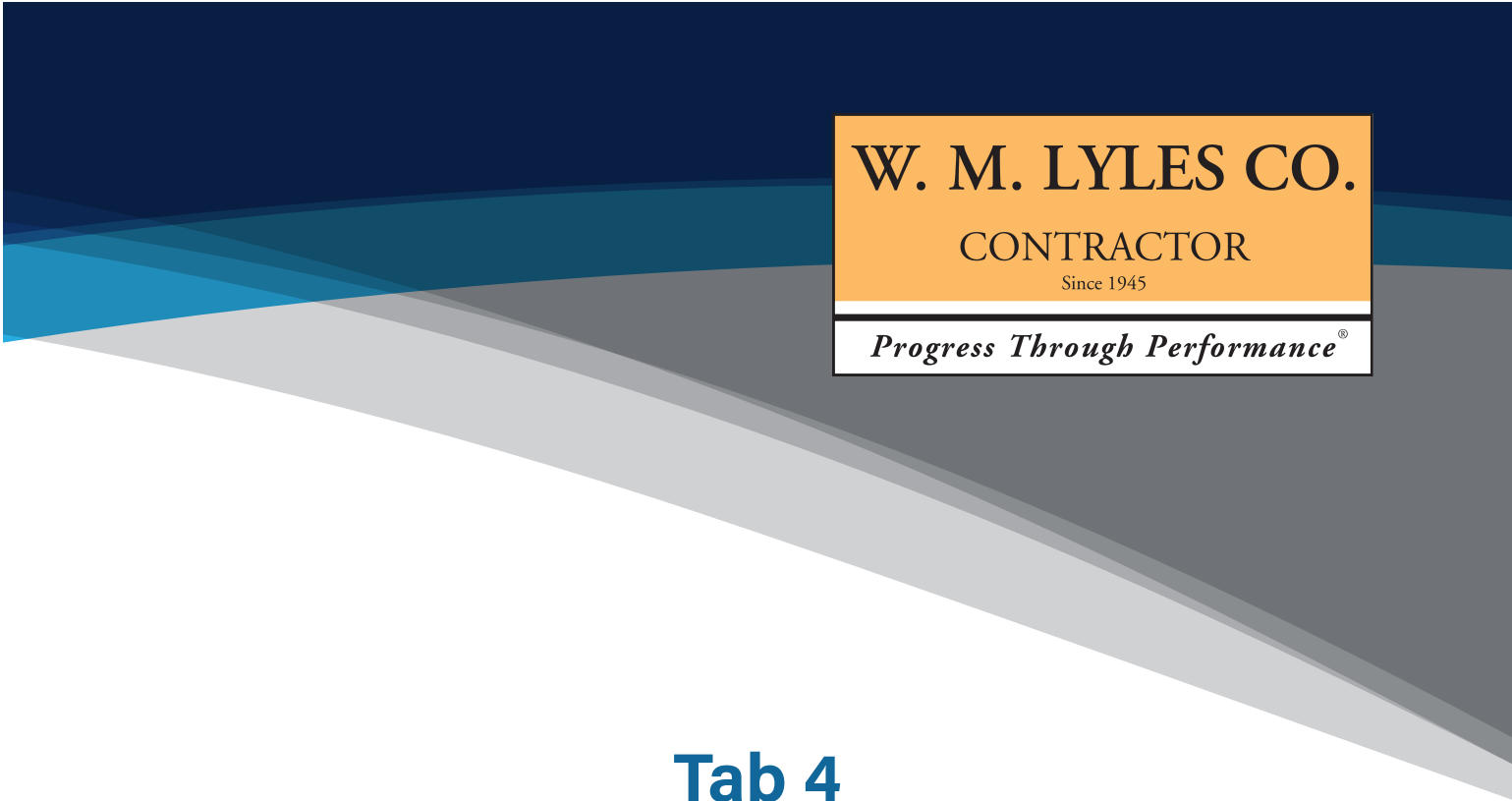
1. In accordance with Part III, Item 39(C), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$200 million** in construction value on the following types of projects:
 - a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract; or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$200 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$65 million**.

Any projects listed in Part III, Item 39(C), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(C). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

The logo for W. M. Lyles Co. is positioned in the upper right corner. It consists of an orange rectangle containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange rectangle contains the tagline "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header, a light blue wavy line, and a grey diagonal band that slopes from the top left towards the bottom right.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 4

Part II Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Prospective Proposers that are Corporations:

- 1a. Date incorporated: 5/6/1982
- 1b. Under the laws of what state: California
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership
See attached			

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm
N/A		

A. Current Organization and Structure of the Business
For Prospective Proposers that are Corporations:

- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

W. M. Lyles Co. List of Officers

<u>Name</u>	<u>Position</u>	<u>Years with</u> <u>Co.</u>	<u>%</u> <u>Ownership</u>
Stanley H. Simmons	President/CEO/ Treasurer (CFO)	26	0
Kenneth D. Strosnider	Executive Vice President	29	0
Robert P. Saleen	Senior Vice President	29	0
David H. O'Dear	Asst. Vice President/Asst. Secretary	23	0
Joseph B. Lawrence	Asst. Vice President	16	0
Kevin R. Shigematsu	Asst. Vice President	17	0
Anthony M. Mueller	Asst. Vice President	15	0
Ruben Moreno, Jr.	Secretary	12	0
Scott R. Fults	Asst. Secretary	13	0
Chanel L. Prince	Asst. Secretary	13	0

For Prospective Proposers that are Limited Liability Companies (LLC): N/A

- 1a. State the name of the LLC exactly as it appears on it appears on file with the California Secretary of State, including the entity ending (ex: “Jones & Company, LLC” or “Smith Construction, a Limited Liability Company”).

LLC Name: _____

- 1b. Date LLC was formed: _____

- 1c. Under the laws of what state: _____

- 1d. State the tax classification of LLC by checking the appropriate box below:

- ☐ - Single Entity LLC
☐ - C Corporation LLC
☐ - S Corporation LLC
☐ - Partnership LLC

- 1e. Provide all the following information for each person who is either (a) an officer of the LLC (president, vice president, secretary, treasurer), or (b) partner of the LLC, or (c) the owner of at least ten percent of the LLC’s stock.

Name	Position	Years with Co.	% Ownership

- 1f. If a Partnership LLC, provide the name of the Managing Partner.

Managing Partner’s Full Name: _____

- 1g. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Prospective Proposers that are Partnerships: N/A

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns ten percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Prospective Proposers that are Sole Proprietorships: N/A

- 1a. Date of commencement of business. _____
- 1b. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last 5 years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☒ No

If “yes,” explain on a separate signed page.

3. Is the company, corporation, LLC, or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation, LLC, or other entity?

NOTE: All Prospective Proposers will be required to properly execute and submit the Prospective Proposer’s Certification included in Appendix G as Attachment A to the SOPQ Submittal.

☒ Yes ☐ No

See attached.

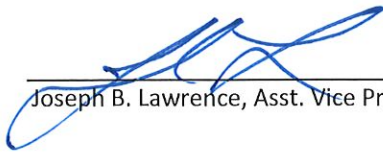
If “yes,” on a separate signed page, please provide a complete corporate tree showing percentage of ownership. In addition, if any such affiliated company, corporation, LLC, or other entity is seeking to prequalify as well, identify such entity and submit proof satisfactory to the City that the requirements of Section 2.4 are satisfied.

B. History of the Business and Organizational Performance

3. Is the company, corporation, LLC or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation, LLC, or other entity?

Lyles Diversified, Inc. - Parent Company

W.M. Lyles Co., New England Sheet Metal and Mechanical Co., and American Paving Co. - Wholly owned, qualified Subchapter S Subsidiaries of Lyles Diversified, Inc.



Joseph B. Lawrence, Asst. Vice President

4. Are any of your directors, officers, partners or owners also an officer, director, partner or owner of another construction company, corporation, LLC, or other entity?

☐ Yes ☒ No

If “yes,” on a separate signed page, please identify such person(s) and the other construction company involved. In addition, if such other construction company is seeking to prequalify as well, submit proof satisfactory to the City that the requirements of Section 2.4 are satisfied.

5. State your firm’s gross revenues for each of the last three years:

\$211,632,837	\$229,996,064	\$243,891,673
2018	2017	2016

6. How many years has your organization been in business as a contractor under your present business name and license number? 36 years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☒ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

CSLB No. 422390 / Class A, B / Expiration 5/31/2020

10. If any of your firm's license(s) are held in the name of a corporation, LLC, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records whom meet(s) the experience and examination requirements for each license.

Kenneth Strosnider, RMO

11. Has your firm changed names or license number in the past five years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations, LLC) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee or Responsible Managing Officer been suspended within the last five years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

Disputes

The City recognizes that large construction companies (e.g. revenues in excess of \$250 million per year) have multiple branches/divisions for geographic and/or type of construction coverages. In such cases, the Prospective Proposer may elect to submit a set of qualifications for a specific company branch or division which shall be clearly identified in a cover letter to the SOPQ package submittal. As such, should a Prospective Proposer choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-C of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

14. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for Pre-Qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last 5 years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☒ Yes ☐ No See attached

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). See attached.

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☒ Yes ☐ No See attached.

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

B. History of the Business and Organizational Performance

- 17 In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Project Name: Tulare Industrial Wastewater Treatment Plant Expansion completed 3/5/10

Completed: 3/5/2010

Date of Claim: 3/28/15

Claimant: City of Tulare vs. Xylem Water Solutions USA, Inc., FKA Sanitaire, W. M. Lyles Co., et al

Filed in Tulare County Superior Court

Claim Status: Settled

Brief:

City of Tulare claimed Breach of Contract, Breach of Warranty and Damages against the parties for failure of the diffuser system lock rings installed in the plant expansion project. Causation was not determined by the Plaintiff. W. M. Lyles Co. did not perform design, or choose the equipment system. Rather, W. M. Lyles Co. installed the equipment that was pre-selected/sole sourced by the Owner as directed and approved by the Manufacturer, and according to the Project specifications. This claim was dismissed as the Parties settled the matter in July 2016.

- 18 In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Project Name: Tulare Industrial Wastewater Treatment Plant Expansion

Completed: 3/5/2010

Date of Claim: 11/2/2015

Cross Complainant: W. M. Lyles Co.. vs. City of Tulare, Xylem Water Solutions USA, Inc., FKA Sanitaire, et al

Court Filed: Tulare County Superior Court

Claim Status: Settled

Brief: See above.

There are no current claims against W. M. Lyles Co. that if we should lose the claim, would adversely affect our financial position, or our ability to meet our obligations if awarded the contract for this project.

W.M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the Agency or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: Liberty Mutual Insurance Company

Name of surety agent, address and telephone number:

Alliant Insurance Services, Inc., Steve Edwards, 9 E. Riverpark Place East, Suite 310, Fresno, CA 93720, (559)374-3560

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

N/A

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

N/A

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management Agency or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☒ Yes ☐ No

If “yes,” attach a separate signed page describing each citation. See attached.

B. History of the Business and Organizational Performance

- 30 Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

On approximately 8/22/2018, W.M. Lyles Co. ("WML") received a Notice of Violation from the San Joaquin Valley Unified Air Pollution Control District ("SJVUAPCD") related to a Carryout and Trackout violation citing, "Failure to prevent carryout and trackout extending over 50 ft. or more from the nearest unpaved surface exit point of a site within an urban area. This was the first offense incurred by WML in its long seventy four (74) year history and the fine incurred was \$1,200.00, which has been fully satisfied. No further sanctions and/or clouds have been placed upon WML's CSLB license in regard to this incident and it will have no impact whatsoever upon WML's ability to perform its current work or to provide future services.



Joseph B. Lawrence, Asst. Vice President

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? weekly
32. Experience Modification Rate (EMR): Prospective Proposers shall obtain a letter from your insurance carrier (or state fund if applicable) with your interstate EMR's for the current year, previous year and year prior to previous year. If you do not have an interstate rating, obtain your intrastate EMR's. Attach the letter as part of this SOPQ Package Submittal. The Prospective Proposer shall list below the Experience Modification Rate for the current year, previous year and year prior to previous year as provided by your insurance carrier.

<u>Year</u>	<u>EMR</u>
Current year	<u>2018: 0.78</u>
Previous year	<u>2017: 0.91</u>
Year prior to previous year	<u>2016: 1.02</u>
Three Year Average	<u>0.91</u>
Are the above rates interstate or intrastate?	<u>intrastate</u>
If intrastate, which state?	<u>California</u>

NOTE: Any of the following methods of “obtaining a letter” are acceptable:

- Furnish a letter from your insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or See tab 9
- Furnish a Photostat of the applicable Experience Rating Calculation Sheets, which your insurance carrier should forward to you annually.

A Prospective Proposer will be immediately disqualified if its Three-Year Average EMR is greater than 1.25 (125%).

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If “yes,” please explain the reason for the absence of workers' compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Owner.

See attached.

37. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

<u>Apprentice Program</u>	<u>Office Location and Phone Number</u>
----------------------------------	--

Northern California Carpenters	2350 Santa Rita Road Pleasanton, CA 94566 Phone: (925) 462-9640
--------------------------------	---

Northern California Cement Masons	2350 Santa Rita Road Pleasanton, CA 94566 Phone: (925) 484-2271
-----------------------------------	---

Northern California Laborers	1001 Westside Drive San Ramon, CA 94583 Phone: (925) 556-0858
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Northern California Operating Engineers	14738 Cantova Way Sloughhouse, CA 95683 Phone: (916) 354-2029
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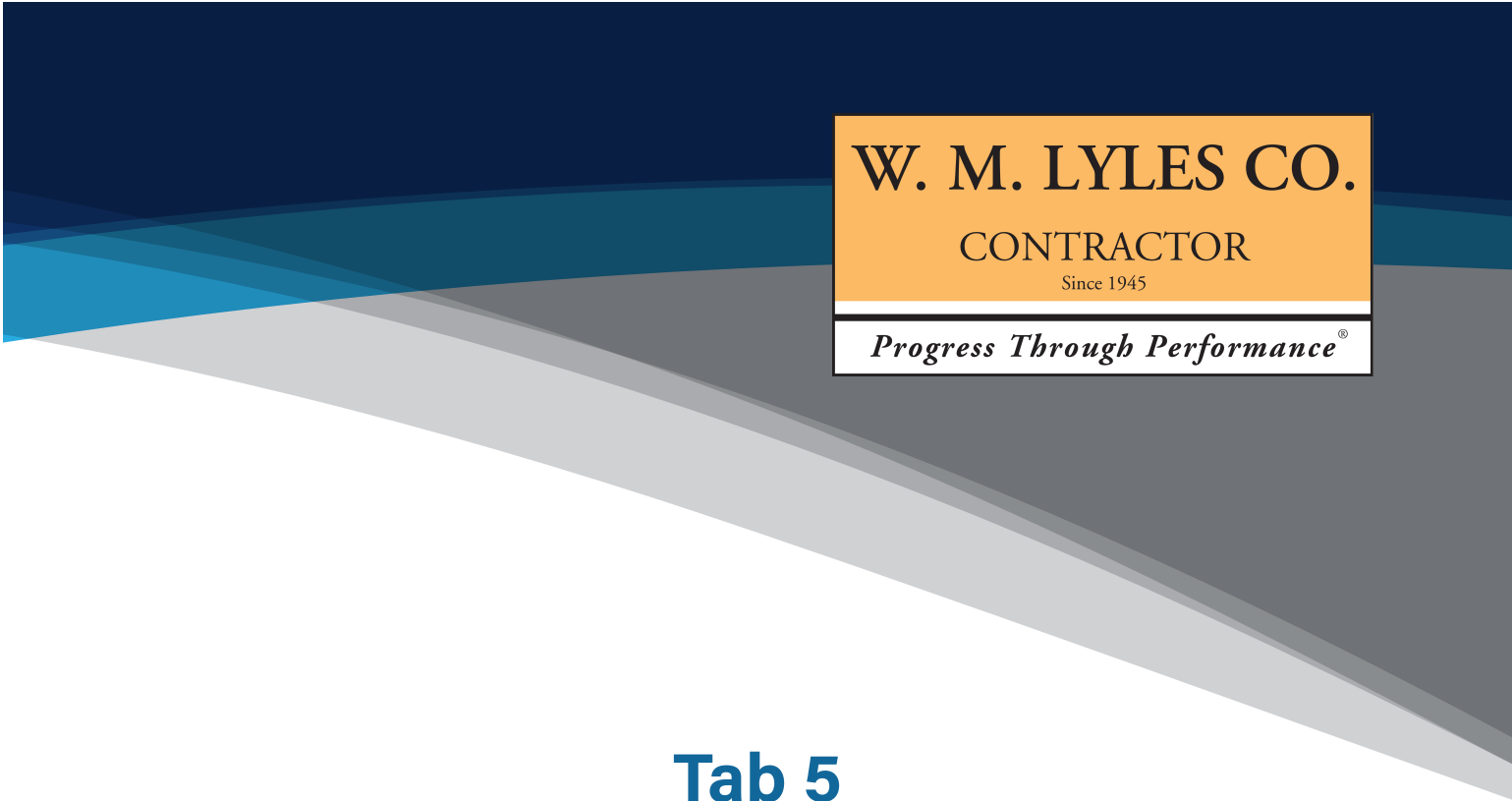
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

N/A

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☒ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

The logo for W. M. Lyles Co. is positioned in the upper right corner. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header, a light blue wavy line, and a grey diagonal band that slopes from the top left towards the bottom right.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 5

Part III

Recent Construction Projects Completed

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

Important Note to Contractor: Only complete Part III, Item 39(A) if you are submitting an SOPQ for the PGWWTP Expansion.

39(A) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$150 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract;
or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$150 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$45 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Prime Contractor: AECOM & WML, a Joint Venture

Project Manager: John Lunsford

Owner: City of Davis

Construction Cost: \$ 32,619,341.00

Construction Time: 1,493 Calendar Days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: AECOM

Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217

Date of Substantial Completion: September 28, 2018

Qualifying Project # 2 Name: Southeast Surface Water Treatment Facility - Phase Two

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360.00

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: August 7, 2018

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Qualifying Project # 3 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parsons

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 4 Name: Primary Treatment Renovations

Prime Contractor: W. M. Lyles Co.

Project Manager: John Lunsford

Owner: Central Contra Costa Sanitary District

Construction Cost: \$ 11,441,946.00

Construction Time: 1,227 Calendar Days

Owner's Representative: Craig Mizutani

Owner's Representative Telephone No.: (925) 229-7361

Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District

Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126

Date of Substantial Completion: January 22, 2016

Qualifying Project # 5 Name: Wastewater Treatment Plant Upgrade and Expansion Project

Prime Contractor: W. M. Lyles Co. (formerly known as Kaweah Construction Co.)

Project Manager: Matt Cain

Owner: Linda County Water District

Construction Cost: \$ 29,547,940.00

Construction Time: 247 Calendar Days

Owner's Representative: Brian Davis

Owner's Representative Telephone No.: (530) 743-2043

Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering

Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700

Date of Substantial Completion: May 23, 2012

Qualifying Project # 6 Name: Palmdale Water Reclamation Plant Stage 5 Plant Expansion, Phase 1

Prime Contractor: W. M. Lyles Co.

Project Manager: Grant Gourley

Owner: County Sanitation District No. 20 of Los Angeles County

Construction Cost: \$ 116,079,180.00

Construction Time: 1,559 Calendar Days

Owner's Representative: Ted Brodeur

Owner's Representative Telephone No.: (626) 962-8605

Engineer or On-Site Construction Mgr.: Los Angeles County Sanitation District

Engineer or On-Site CM's Telephone No.: Jenny Hsu (562) 908-4288

Date of Substantial Completion: June 16, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 455,277,002.00

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Important Note to Prospective Proposer: Only complete Part III, Item 39(B) if you are submitting an SOPQ for the PGWWTP ERP.

39(B) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$80 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$80 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$20 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: CR&R Riverside County Environmental Center

Prime Contractor: W. M. Lyles Co.

Project Manager: Dave O'Dear

Owner: CR & R Incorporated

Construction Cost: \$ 34,734,495.33

Construction Time: 1,387 Calendar Days

Owner's Representative: Michael J. Silva

Owner's Representative Telephone No.: (714) 826-9046

Engineer or On-Site Construction Mgr.: J.R. Miller & Associates

Engineer or On-Site CM's Telephone No.: Aric Vanderzee (714) 524-1870

Date of Substantial Completion: March 5, 2018

Qualifying Project # 2 Name: Southeast Surface Water Treatment Facility

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: August 7, 2018

Qualifying Project # 3 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parsons

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 4 Name: Wastewater Treatment Plant Upgrade Project

Prime Contractor: W. M. Lyles Co.

Project Manager: Jeff Mathiowetz

Owner: City of El Paso de Robles

Construction Cost: \$ 38,051,687.00

Construction Time: 1,352 Calendar Days

Owner's Representative: Matt Thompson

Owner's Representative Telephone No.: (805) 227-7200

Engineer or On-Site Construction Mgr.: Black & Veatch

Engineer or On-Site CM's Telephone No.: Ashu Shirolkar (916) 851-0260

Date of Substantial Completion: April 12, 2016

Qualifying Project # 5 Name: Victor Valley Wastewater Plant Biogas Facility

Prime Contractor: W. M. Lyles Co.

Project Manager: Grant Gourley

Owner: Victor Valley Wastewater Reclamation Authority

Construction Cost: \$ 2,029,315.17

Construction Time: 617 Calendar Days

Owner's Representative: Logan Olds

Owner's Representative Telephone No.: (760) 246-8638

Engineer or On-Site Construction Mgr.: Water Synergy, Inc.

Engineer or On-Site CM's Telephone No.: Don Bunts (760) 533-4086

Date of Substantial Completion: 7/31/2014

Qualifying Project # 6 Name: Moreno Valley RWRF Preliminary Treatment and Acid Phase Anaerobic Digestion

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: Eastern Municipal Water District

Construction Cost: \$ 30,925,370.00

Construction Time: 1,233 Calendar Days

Owner's Representative: Bruce Mitzel

Owner's Representative Telephone No.: (951) 928-3777

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Rick Doeve (909) 915-8405

Date of Substantial Completion: March 16, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 371,329,462.50

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Important Note to Contractor: Only complete Part III, Item 39(C) if you are submitting an SOPQ for both the PGWWTP Expansion and PGWWTP ERP independently.

39(C) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$200 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$200 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$65 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: CR&R Riverside County Environmental Center

Prime Contractor: W. M. Lyles Co.

Project Manager: Dave O'Dear

Owner: CR&R Incorporated

Construction Cost: \$ 34,734,495.33

Construction Time: 1,387 Calendar Days

Owner's Representative: Michael J. Silva

Owner's Representative Telephone No.: (714) 826-9046

Engineer or On-Site Construction Mgr.: J. R. Miller & Associates

Engineer or On-Site CM's Telephone No.: Aric Vanderzee

Date of Substantial Completion: March 5, 2018

Qualifying Project # 2 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Prime Contractor: AECOM & WML, a Joint Venture

Project Manager: John Lunsford

Owner: City of Davis

Construction Cost: \$ 32,619,341.00

Construction Time: 1,493 Calendar Days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: AECOM

Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217

Date of Substantial Completion: September 28, 2018

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Qualifying Project # 3 Name: Southeast Surface Water Treatment Facility - Phase Two

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360.00

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: September 28, 2018

Qualifying Project # 4 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parson

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 5 Name: Primary Treatment Renovations

Prime Contractor: W. M. Lyles Co.

Project Manager: John Lunsford

Owner: Central Contra Costa Sanitary District

Construction Cost: \$ 11,441,946.00

Construction Time: 1,227 Calendar Days

Owner's Representative: Craig Mizutani

Owner's Representative Telephone No.: (925) 229-7361

Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District

Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126

Date of Substantial Completion: January 22, 2016

Qualifying Project # 6 Name: Wastewater Treatment Plant Upgrade and Expansion Project

Prime Contractor: W. M. Lyles Co.

Project Manager: Matt Cain

Owner: Linda County Water District

Construction Cost: \$ 29,547,940.00

Construction Time: 247 Calendar Days

Owner's Representative: Brian Davis

Owner's Representative Telephone No.: (530) 743-2043

Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering

Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700

Date of Substantial Completion: May 23, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 373,932,317.33

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

SECTION 4

BASIS OF DETERMINATION

4.1 GENERAL

The determination of prequalified Prospective Proposers will be based on an evaluation of the SOPQ and information gathered by the City from the references of related projects. See Appendix B for scoring criteria. The categories that will be evaluated under the basis of determination are responsiveness and capability.

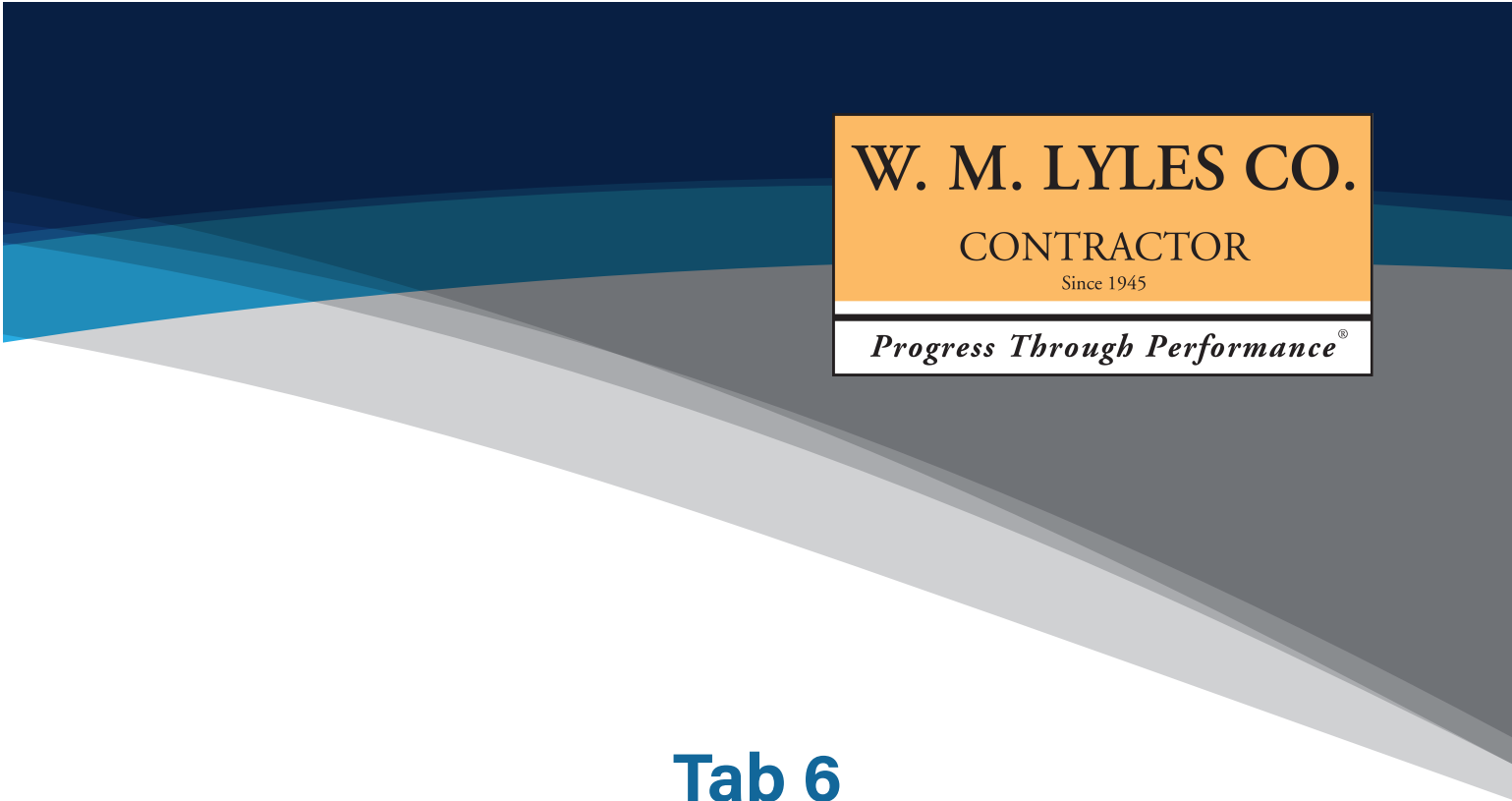
4.2 RESPONSIVENESS

Prospective Proposers must demonstrate they do not have a conflict of interest in the PGWWTP project(s) SOPQ submitted by Prospective Proposer, nor a direct relationship with another prequalifying firm.

Before evaluation of the Prospective Proposer's capability, the responsiveness of the Prospective Proposer will be assessed. The assessment of responsiveness will determine if adequate information or the minimum prerequisites have been submitted to permit an evaluation under the basis of determination. A SOPQ submittal will be rejected as nonresponsive for lack of adequate information due to incompleteness, illegibility, or disregard of the requested format.

4.3 CAPABILITY

The determination by the City of a Prospective Proposer's capability shall assess the Prospective Proposer's ability, capacity, and skill to construct the subject PGWWTP project(s) in a timely and satisfactory manner, based on the responses to the questions in Section 3 and the scoring system described in Appendix B.

The logo for W. M. Lyles Co. is positioned in the upper right corner. It consists of an orange rectangle containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange rectangle contains the slogan "Progress Through Performance®" in a black, italicized, serif font. The background of the entire page features a dark blue header and a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the upper half of the page.

W. M. LYLES CO.

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Tab 6

Attachment A Prospective Proposer's Certification

PROSPECTIVE PROPOSER'S CERTIFICATION

I have carefully examined the Request for Statements of Pre-Qualification from Interested General Contractors (RFPQ) and any other documents accompanying or made a part of this Statement of Pre-Qualifications (SOPQ) packet. The information contained in this SOPQ packet 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 SOPQ packet 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 SOPQ packet is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, contractor or corporation submitting a SOPQ packet for the same service; that this SOPQ packet 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 SOPQ packet; 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 pre-qualification process for the Pleasant Grove Wastewater Treatment Plant projects that will be executed as a result of the Request for Bid Proposals; and that the undersigned executed this Prospective Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

W. M. Lyles Co.

NAME OF GENERAL CONTRACTOR

SIGNATURE

Joseph B. Lawrence, Asst. Vice President

NAME & TITLE, TYPED OR PRINTED

1210 W. Olive Avenue, Fresno, CA 93728

MAILING ADDRESS

(559) 441-1900

TELEPHONE NUMBER

jlawrence@wmlylesco.com

EMAIL

Type of Organization:

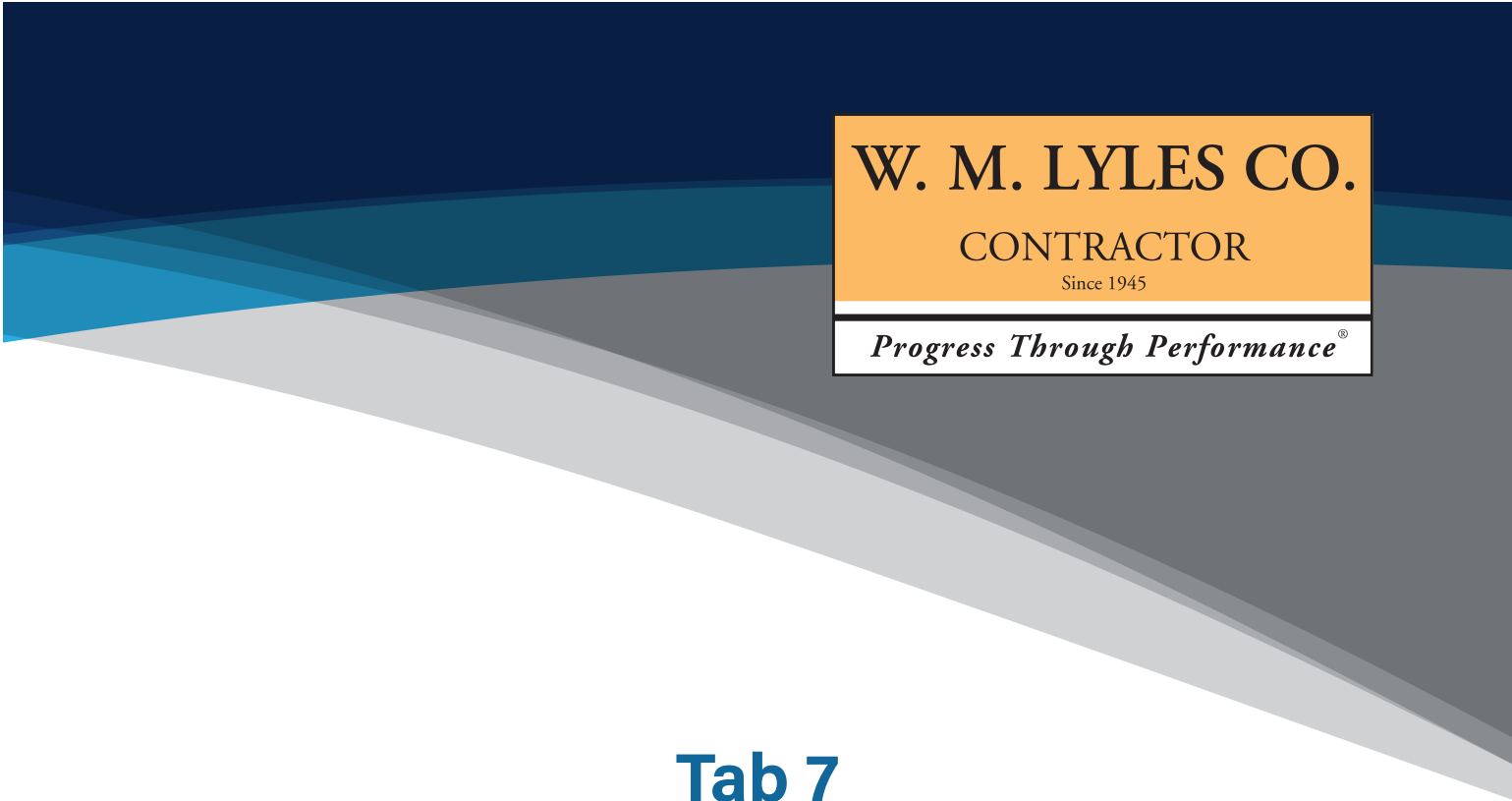
____ Sole Proprietorship

____^x Corporation

____^{CA} State of Incorporation

____ Partnership

____ Limited Liability Company

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black, italicized serif font. The background of the entire page features a dark blue header and a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the middle section.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 7

Conflict of Interest Statement

Instructions for Preparation and Submission of Statement of Pre-Qualification (SOPQ Packages)

2.3 Conflict of Interest

We hereby warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract for either PGWWTP Project, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

W. M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President

W. M. LYLES CO.

CONTRACTOR

Since 1945

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Tab 8

Letter of Intent to Insure



March 22, 2019

Tracie Mueller, P.E.
City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Dear Ms. Mueller,

W. M. Lyles Co. has submitted herewith a response to the request of Intent to Insure for the above referenced Statement of Prequalification.

The respective insurers are very familiar with W. M. Lyles Co.'s operations and qualifications. Accordingly, upon award of a contract for the above referenced project, based on our standard underwriting practices at that time, the respective insurers anticipate that they would provide the insurance coverages specified in Appendix D, Bonds and Insurance.

Alliant Insurance Services, Inc.
(Representing Old Republic Insurance Company, Allied World Assurance Company, Berkley Assurance Company & Allianz Global US Insurance Co)

A handwritten signature in blue ink, appearing to read "N. Bellasis", with a stylized flourish at the end.

Nick Bellasis
Sr. Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

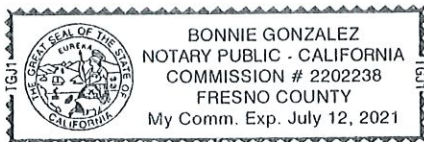
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On March 22, 2019, before me, Bonnie Gonzalez, Notary Public, personally appeared Nick Bellasis, 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.



(Seal)

Signature: _____

Bonnie Gonzalez, Notary Public

W. M. LYLES CO.

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Tab 9

EMR Letter

November 15, 2018

RE: W.M. Lyles Co.
2018 Workers' Compensation Experience Modification Rating

To Whom It May Concern,

Alliant Insurance Services, Inc. is the insurance broker handling all lines of coverage for the Lyles group of companies, which includes workers' compensation.

Included within that organization is W.M. Lyles Co. As an integral part of the larger organization, W.M. Lyles Co. shares in the combined experience modification rating promulgated by the State of California. Alliant produces and calculates an individual modification factor which is based solely on the experience of W.M. Lyles Co. using the identical State Factors and formula, as if there were a standalone entity. This individually calculated experience modification factor is much more reflective of their own safety performance as compared to the overall factor published by the State of CA for combined entities.

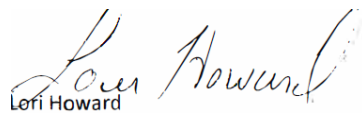
The most recent published combined experience modification rating effective 5-31-18 is 78%.

The prior published ratings are as follows:

2017 – Combined 91%/Individual 85%
2016 – Combined 102%/Individual 84%

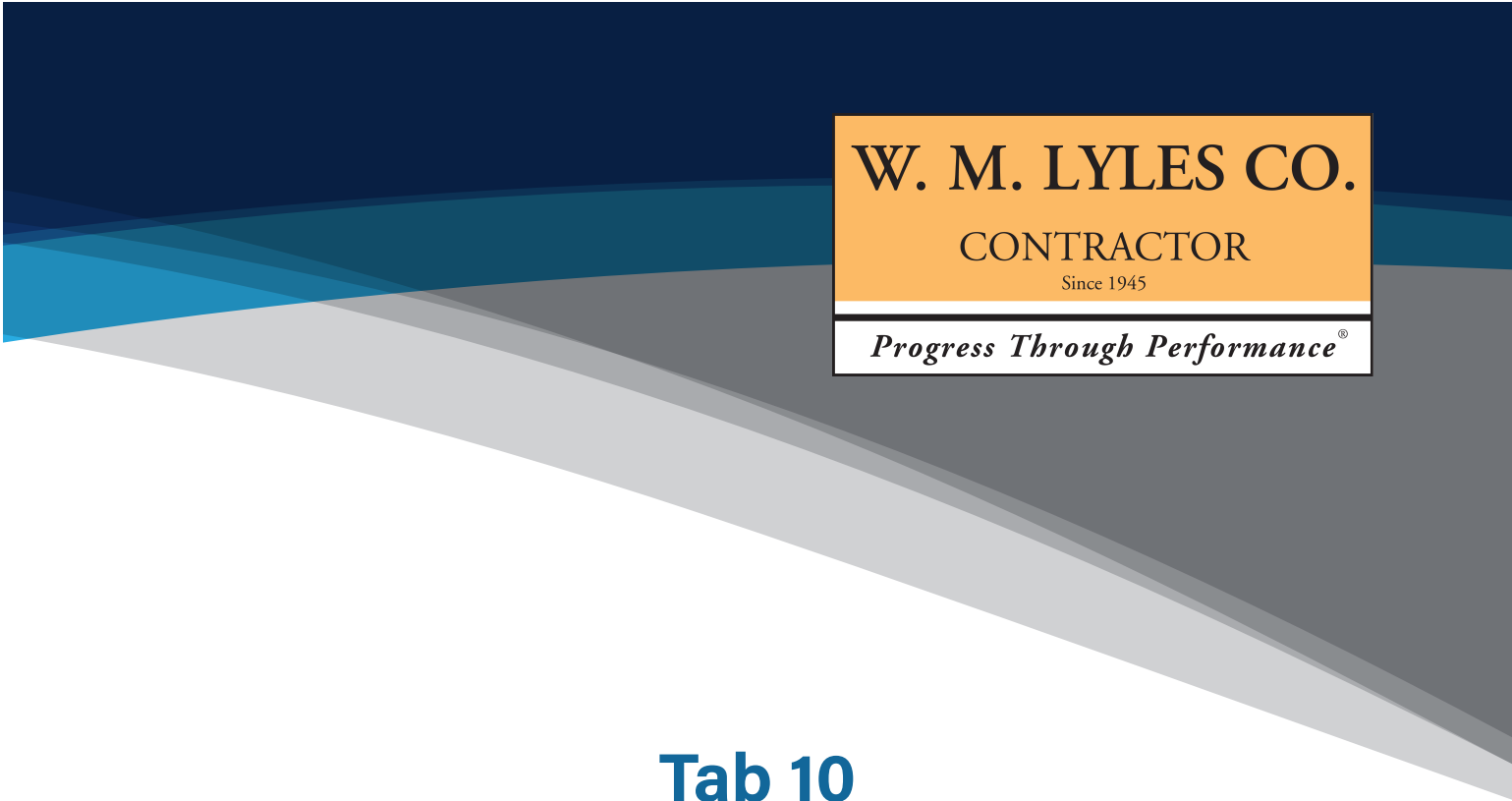
Please advise if you require any further information.

Regards,

A handwritten signature in black ink, appearing to read "Leri Howard". Below the signature, the name "Leri Howard" is printed in a small, black, sans-serif font.

Leri Howard

Vice President, Claims Consultant

The logo for W. M. Lyles Co. is positioned in the upper right corner. It features a dark blue background with a stylized, layered landscape of blue and grey shapes. The company name is enclosed in a white rectangular box with a thin black border. The text inside the box is as follows:

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 10

Notarized Bonding Capacity Letter

Request for Statements of Pre-Qualification from Interested General Contractors For
PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT AND/OR
PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT AND/OR
BOTH ABOVE PROJECTS INDEPENDENTLY

Tab 10

Notarized Bonding Capacity Letter



Liberty Mutual Surety
SAFECO INSURANCE COMPANY OF AMERICA

1340 Treat Blvd., Suite 550
Walnut Creek, CA 94597
(925) 979-6730

March 8, 2019

Tracie Mueller, P.E.
City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Ms. Mueller,

Liberty Mutual Company (Liberty), acts as surety for W.M. Lyles Co. in its contracting matters. Liberty is a major, national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States. Liberty enjoys a Bests Guide rating of A (Excellent).

Alliant Insurance Service Inc. 9 E River Park Place East, Suite 310, Fresno, CA 93720 is the current agent. We currently extend to W.M. Lyles Co. bonding capacity in the \$1,000,000,000 per project and \$2,000,000,000 aggregate ranges. Current available capacity is \$1,500,000,000. No claims have been made. Current rate is \$4.00 per thousand.

Should you select W.M. Lyles Co. for the reference project, it is our present intention to provide the required performance and payment bonds, subject to our normal underwriting guidelines. This includes, but is not limited to a review of contract terms, conditions and bond forms.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
LIBERTY MUTUAL INSURANCE COMPANY

Steven P. Edwards
Attorney in Fact

Member of Liberty Mutual Group

Civil Code § 1189

State of California)
) ss
County of Fresno)

Bonnie Gonzalez, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No. **8198004-984971**

POWER OF ATTORNEY

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, Cody Lyman, Ralph B. Busch III, John C. Day, Steven P. Edwards, Lyn Genito, Bonnie Gonzalez

all of the city of Fresno state of California 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 20th day of November, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 David M. Carey, 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 8 day of March 2019



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



W.M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

REQUEST FOR PROPOSAL

PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT

CITY OF ROSEVILLE

JULY 22, 2019



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Section 3 - Project Cost Reduction Opportunities

Section 4 - Project Team Qualifications and Experience

Section 5 - Contractor's Quality Control Program

Section 6 - Contractor's Construction Scheduler Qualifications

Section 7 - Contractor's Safety Program

Section 8 - Contractor's Accounting System

Section 9 - Affidavit of Non-Collusion

Section 10 - Insurance

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Section 14 – SWRCB CWSRF Forms

Appendix A: Key Project Team Member Resumes

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Appendix E: Time and Materials Progress Billing

VOLUME TWO - PRICE PROPOSAL

GMP Cost Proposal

Fairfield Suisun Sewer District Secondary Treatment Expansion Fairfield, California

CONTRACT VALUE: \$21,182,911

Several of our team members have shared working experience from projects very similar to what will be required on the PGVWWTP ERP. For example, Project Manager, John Lunsford, Asst. PM/Quality Control Manager, Jon Shugarte, and Lead Estimator/Pre-planner, Pat Van Treeck have recently worked together on several active treatment plants including the treatment expansion for the Fairfield Suisun Sewer District, which involved clarifier construction and facility treatment systems.

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Two (2) clarifiers
3. Included State Revolving Funds
4. Treatment Expansion - 18 MGD to 54 MGD



July 22, 2019

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678
Attn: Tracie Mueller, P.E.
Environmental Utilities-Engineering

Re: Request for Bid Proposal (RFBP), For Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

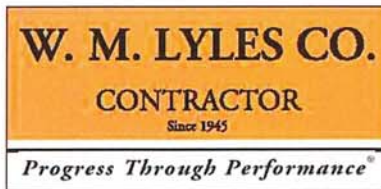
Dear Ms. Mueller:

W. M. Lyles Co. (Lyles) is pleased to submit this response to the above referenced RFBP issued by the City of Roseville (City), Environmental Utilities-Engineering Department, as amended through Addendum No. 6. The Energy Recovery Project (ERP) is an integral part of the City's plan to beneficially utilize biogas that will be generated by the Pleasant Grove Wastewater Treatment Plant (PGWWTP) upon completion of the upcoming Expansion Project. In support of that plan, Lyles offers the following:

The Right Team: Lyles currently operates three construction divisions throughout the State of California. While our size provides us with the capacity and resources needed to build even the most challenging of projects, the real source of our strength lies within our people. To capitalize on this, we maintain offices in five strategic locations between Rocklin and Temecula that are staffed by local personnel who can provide the highest quality of service to our clients. The key personnel that will be assigned to the ERP: Joe Lawrence, John Lunsford, Jon Shugarte, and Tony Mueller; are all members of our Rocklin, CA office which is located less than 10 miles from the PGWWTP. They also live in the local community which means they will be invested in the ERP on both a professional and personal level. Please see Section Four for additional information regarding our team.

The Strongest Partners: At Lyles, we understand the importance of strong partnerships and the value that they bring to a project. We also understand the complexity inherent in the electrical and instrumentation scopes of work associated with modern wastewater treatment facilities. For these reasons, we have exclusively partnered with Wade Johnson and his team at San Joaquin Electric, Inc. to provide electrical services, and Tesco Controls, Inc. to provide integration services for the ERP. Our relationships with both Wade and Tesco are built on more than 20 years of shared success and we consider these relationships to be among our best.

The Best Value: Value is often defined as the "importance" of something. With respect to the ERP, the City has identified three goals as having "importance": budget, schedule, and stakeholders' needs. As construction professionals, we strive to excel in these areas on a daily



California Contractor's License No. 422390

Northern Division Office
3925 Progress Drive
Rocklin, CA, 95765
Telephone (916) 375-1833
Fax (916) 375-1848

www.wmlyles.com
An Equal Opportunity Employer

basis, but as ratepayers and members of the community, our goals will be uniquely and uniformly aligned with the City's for the ERP. This alignment will result in a "project first" mentality wherein collaboration and cooperation towards achieving the project goals will be given the highest priority, resulting in the greatest value for the City and the community at large.

We look forward to the opportunity to share more details about our team and our approach to this project. In the meantime, please contact us should you have any questions regarding the content provided. **On behalf of our entire team, we would like to thank you for the opportunity to present our Proposal for this exciting project.**

W. M. LYLES CO.

By: 
Joseph B. Lawrence
Assistant Vice President, Division Manager

Acknowledgement of Addenda:
Addendum No. 1 – June 4, 2019
Addendum No. 2 – June 18, 2019
Addendum No. 3 – June 27, 2019
Addendum No. 4 – July 3, 2019
Addendum No. 5 – July 10, 2019
Addendum No. 6 – July 12, 2019

IMPORTANT

06/04/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM ONE*****

Please note the following revision:

1. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

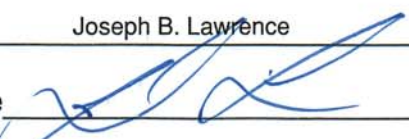
Replace the Pre-Qualified Contractor table included on Page 1 with the following:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbaily@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
Gateway Pacific Contractors, Inc.	916-665-4100	bids@gatewaypacific.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
Myers and Sons Construction, LLC	916-283-9950	estimating@myers-sons.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name Joseph B. Lawrence

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

06/18/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM TWO*****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Pre-Qualified Contractor table included on Page 1 with the following:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbaily@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Within the Evaluation Category Table included in Section II Paragraph H, on Page 10 MOVE THE FOLLOWING ROW WITHIN THE TABLE FROM PART ONE TO PART TWO as these forms have cost information included on them:

Section IV.D - Bid Proposal Forms Submitted within 4 Calendar Days after Deadline to Receive Bid Proposals	Pass/Fail
--	-----------

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Revise the title of Section III.A on page 21 as shown in track changes below:

~~A. SWCRB-SWRCB~~ CWSRF PROGRAM REQUIREMENTS

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section IV.A fourth paragraph on page 29 as shown in track changes below:

The requirements for each part of the Bid Proposal are further described below. The Bid Proposal will be considered complete only if all of the Bid Proposal section items and Bid Proposal Forms found herein and other required attachment and appendices are included in the submittal and in the order requested. Proposers are required to order the sections and include the required attachments included in Section IV.C in the order described within Part 1 of the sealed Bid Proposal (Technical Proposal). The Bid Proposal Forms described and included in Section IV.D shall be submitted within four (4) calendar days of the deadline to receive Bid Proposals and shall be considered as Part ~~1-2~~ of the Bid Proposal (~~Technical GMP, Cost Information and Bid Proposal Guarantee~~). Proposers are required to include the Section IV.E pages including Attachments A, B and C located at the end of this RFBP within Part 2 of the sealed Bid Proposal (GMP, Cost Information and Bid Proposal Guarantee).

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

ADD the following paragraph to Section III.A.8 on page 23 as shown in track changes below:

8. Disadvantaged Business Enterprises (40 CFR Part 33).

- a. The Contractor is required to seek and encouraged to utilize Disadvantage Business Enterprise (DBE) businesses and to comply with related requirements included in Appendix B, GUIDELINES FOR CLEAN WATER STATE REVOLVING FUND PROGRAM DBE REQUIREMENTS.
- b. The Contractor shall comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp.
- c. The Contractor shall comply with 40 CFR Section 33.301, and submit and retain and submit all records documenting compliance with the six good faith efforts.
- ~~e.d.~~ The Contractor shall create and maintain a Bidders List per the ADMINISTRATION REQUIREMENT section of APPENDIX B that lists all firms that bid or quote on the project including both DBEs and non-DBE business submit to the City within three calendar days of the Notice of Intent to Award. Refer to APPENDIX B for details related to the Bidders List.
- ~~e.e.~~ The Contractor shall provide the City the DBE utilization report (Form DBE UR-334 included in Appendix B) each year no later than October 1st.
- ~~e.f.~~ Refer to Appendix B for additional information on DBE Requirements, Section IV.C, BID PROPOSAL FORM ATTACHMENTS TO BE INCLUDED IN SEALED ENVELOPE ONE, and Section IV.D, BID PROPOSAL FORMS AND INFORMATION TO BE SUBMITTED WITHIN FOUR (4) CALENDAR DAYS AFTER DEADLINE TO RECEIVE PROPOSALS.

6. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

ADD the following text as Section III.B.3 to the bottom of page 27:

3. Budget Forms Requirements

- a. The Contractor and any subcontractor which will performing more than \$100,000 Work included in the City's CEC funding shall complete, update and submit the CEC Budget Forms as required throughout the duration of the Project (The CEC Budget Forms template is provided as Supplementary Information to the Agreement).
- b. The Work requiring Budget Forms include any Work or supply of materials related to the Biogas upgrading, the CNG system including the gas compression system, heater, dryer, control panels, and the related electrical power distribution and motor control systems (collectively referred to as CEC Work).
- c. As applicable, the Contractor and any applicable subcontractors should follow the worksheet instructions that are listed on both the Instructions tab and the individual form tabs in CEC's Budget Form Excel document. These Contractor and subcontractors shall fill out the Direct Labor tab with their maximum estimate for labor over the full construction period. When filling out the Direct Labor tab, titles and labor rates are much more important than names. Equipment provided for the CEC Work shall be included as equipment costs on the Equipment tab. Labor provided for the CEC Work shall be included on the Direct Labor tab.
- d. The Budget Forms shall be complete and submitted to the City within 14 days of the Contract Award, and updated as requested by the City to meet CEC requirements.

7. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Replace the existing text on page 73 under Section IV.E.1.a with the following:

"There are not any Mandatory City Required Allowances for this Project."

8. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

On page 79 within Section IV.E.4 CONTRACTOR'S SELF PERFORMANCE, REPLACE within the first sentence "thirty-five percent" with "thirty percent".

Note that replacement pages for Section IV.E will be provided in Addendum 3 as these pages have to be submitted within the Part 2 Sealed Bid Proposal.

9. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 4, ADD the following bullet to the definition of “Contract Documents” as shown in the track changes below:

- Request for Bid Proposal (including appendices):
- Agreement (including exhibits A-L attached thereto);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 46);
- Appendices included with Technical Specifications;
- Contract Drawings, prepared by Engineer;
- Addenda issued during the RFBP period; and
- Permits from other agencies specifically required for the performance of the Work as may be required by law.
- City of Roseville’s most current version (and Amendments to the current version) of Construction Standards and Design Standards
- Other Referenced Standard Specifications;
- Other Referenced Standard Plans

10. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 9, EDIT the Exhibit reference within the definition of “Liquidated Damages” as shown in the track changes below:

Liquidated Damages. The amount of dollars assessed for each and every calendar day required to complete the Agreement in excess of the Contract Time. See Exhibit ~~DE~~, COMPLETION TIMES AND LIQUIDATED DAMAGES.

11. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 4 – CONTRACTOR’S REPRESENTATIONS on page 15, ADD the following bullet to the end of the list of Supplementary Information included in paragraph 4.2:

- California Energy Commission Budget Forms Template

12. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 7 – CONTRACTOR on page 23, DELETE paragraph 7.5.4.1 related to Skilled and Trained Workforce Reporting in its entirety.

13. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 12 – PAYMENT AND COMPLETION, paragraph 12.9.K on page 53, EDIT the text as shown in track changes below:

- K. Provisions of law that enable or require the City to withhold such payments in whole or in part, including, but not limited to California Public Contract Code ~~section 2602 regarding skilled and trained workforce reporting.~~

14. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.1.G on page 59, EDIT the text as shown in track changes below:

- F. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article ~~13.1.1.b(4)~~. 13.1.1.B, and subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.1.1.C. However, any such umbrella/excess policy must be approved by the City and maintain an A.M. Best Rating of no less than A:VII.

15. REVISIONS TO VOLUME 3 of 4: SPECIFICATIONS, Section 01 52 00

Remove Specification Section 01 52 00, CONSTRUCTION FACILITIES in its entirety from Volume 3 and remove the line for Section 01 52 00 from the Table of Contents (Section 00 00 01).

16. REVISION TO VOLUME 4 of 4: DRAWINGS, Sheet 00-C-005

Add Note 5 to STANDARD DETAIL C0013 PRECAST UTILITY TRENCH:

“THE CONCRETE COVER SHALL BE RATED FOR AASHTO H-20 LOADING.”

17. REVISION TO VOLUME 4 of 4: DRAWINGS, Sheet 00-C-110

Add Key Note 1 to sheet cell D1. Add the following corresponding text for Key Note 1 in sheet cell C8:

“THE FINISH SURFACE OF THE AREA BETWEEN THE BIOGAS UPGRADING SYSTEM AND THE ENERGY RECOVERY BUILDING SHALL BE ASPHALT PAVEMENT PER DETAIL C0009.”

Add Key Note 2 to sheet cell C1. Add the following corresponding text for Key Note 2 in sheet cell C8:

“THE AREA SURROUNDING THE CNG VEHICLE FUELING SLAB AND BOUNDED BY POINTS 411, 422, 423, AND 424 SHALL BE A 6" THICK CONCRETE SLAB REINFORCED WITH #6 REBAR AT 12", EW. THE

CONTRACTOR SHALL PROVIDE EXPANSION JOINTS BETWEEN THIS SLAB AND THE THICKER, ADJACENT CNG VEHICLE FUELING SLAB.”

18. EXHIBIT 1 - PRE-PROPOSAL MEETING AND SITE WALK SIGN-IN SHEETS AND PRESENTATION SLIDES

The Pre-Proposal Meeting and Site Walk sign-in sheets and presentation slides are included as Exhibit 1.

19. PRE-PROPOSAL MEETING AND SITE WALK STATEMENTS AND RESPONSES TO QUESTIONS

General statements made by the City and questions from the Pre-Proposal Meeting and Site Walk with responses are included below:

Question 1: Do the grant agencies require two startups including one on natural gas and another on renewable gas?

Reply: For the Placer County Air Pollution Control District, the focus of the grant is on transferring the City’s solid waste collections fleet from diesel to CNG, regardless of whether the CNG is derived from renewable sources or not. Pipeline natural gas operation satisfies the grant startup milestone. Renewable fuel startup is not applicable.

For the CWSRF funding’s Green Project Reserve, the ERP project is getting a grant as it is considered a green energy project for the micro-turbine cogeneration system. The microturbines will not operate on 100% natural gas – only digester gas or a blend of tail gas and natural gas. Both operating scenarios are “renewable”, and natural gas startup is not applicable.

For the CEC Renewable Fuels Infrastructure grant, the focus is on alternative fuels going into the digester and then upgrading to digester gas to renewable CNG. CEC allows the gases to be blended, but it requires that renewables be put into the system. The project milestones are based starting up first on natural gas (for City’s fueling operation), and then on digester gas (rCNG) to satisfy the CEC grant.

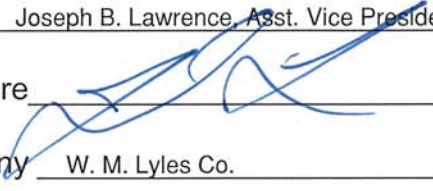
Question 2: Is there a skilled and trained work force requirement?

Reply: Please refer to Section 7.5.4 of the Agreement.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

06/27/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM THREE*****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Within the Pre-Qualified Contractors Table on page 1, REVISE Auburn Constructors LLC contact email address as shown below:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbailey@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Evaluation Category Part Two scoring formulas in Section II.H on pages 10 and 11 with the formulas shown below:

The Part Two scoring will be based on the following formulas:

- Total Proposed GMP Score =
 - Lowest GMP = 40 Points
 - GMP within 2% of Lowest GMP = 40 Points
 - GMP more than 2% and less than or equal to 4% of Lowest GMP = 30 points
 - GMP more than 4% and less than or equal to 6% of Lowest GMP = 20 points
 - GMP more than 6% and less than or equal to 8% of Lowest GMP = 10 points
 - GMP greater than 8% of Lowest GMP = 0 Points

- Total On-Site Management & Administration Positions Hourly Rate Score = Maximum Points x Lowest Average Hourly Rate / Proposer's Average Hourly Rate
- Proposed Total Fee Mark-Up for General Overhead & Profit Score = Maximum Points x Lowest Fee / Proposer's Fee
- Proposed Shared Savings = Maximum Points x Proposer's % to Owner / Highest % to Owner
- Self-Performance of Work Score = Maximum Points x Proposer's Self-Performance / Highest Self-Performance

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section II.H on page 11 within the first paragraph after the equations as shown below:

If City determines that a Proposer cannot be selected based solely on the Bid Proposals submitted, the top ranked Proposers submitting the most highly rated ~~technical-bid~~ proposals may be invited for interviews with the selection committee. The Proposer's proposed Project Manager must be present at the interview; up to three others may attend at the discretion of the Proposer. After this process, the proposers will be ranked and notified. City staff will then enter into final negotiations with the highest ranked proposer. Following successful negotiations, a recommendation will be made to City Council to award the Agreement. In the event that negotiations are not successful, the City reserves the right to terminate negotiations and enter into negotiations with the next highest ranked Proposer.

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph of Section II.O, BID PROPOSAL SECURITY on page 13 as shown in track changes below:

The Bid Proposal guarantees of the ~~three-two~~ highest ranked Proposers will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished by one of the ~~two~~~~three~~ highest ranked Proposers or other disposition made thereof. The Bid Proposal guarantees of all Proposers except the ~~two~~~~three~~ highest ranked Bid Proposals will be returned within ~~three~~~~4~~ months after the Bid Proposals are due. If all Bid Proposals are rejected and no award is made, all Bid Proposal guarantees will be returned within ten (10) calendar days of the decision by the City not to award the Project.

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

At the end of Section III.A.1 on page 21 ADD subparagraphs "a." and "b." as shown below:

- a. The Contractor shall comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required

by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs, and project progress. As part of this requirement, the successful Contractor will be required to provide certifications and documentation for AIS compliance. A sample AIS Compliance Certification form is provided in Appendix D. AIS Compliance Certification forms shall be collected from suppliers, fabricators manufacturers and processors to certify that each step in the process was domestically performed, and included in product submittals to the City. AIS Compliance Certification forms and other related AIS documentation such as a De Minimis Waivers (See Appendix C), receipts and/or invoices shall be maintained by the Contractor on the Project Site and shall be shared with City, SWRCB and EPA staff if requested during an audit. Additional documentation may be needed from the Contractor if the Compliance Certification forms and other documents are lacking important information.

- b. By submitting a sealed bid proposal, the Proposer acknowledges to and for the benefit of the City and the State of California that it understands the goods and services for this Project are likely being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products to be used in the Project to be produced in the United States ("AIS Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Proposer hereby represents and warrants to and for the benefit of the City and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of the Project Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

6. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE Section IV.E pages 73 through 82 with Addendum 2 pages 73 through 82 included in Exhibit 1 to this addendum. Changes to these pages are shown in track changes and include the Addendum 2 changes that were made to these pages.

7. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Add the AIS Compliance Certification document included in Exhibit 2 of this addendum as Appendix D of the RFBP and add "D. AIS Compliance Certification" to the Volume 1 – Request for Bid proposal Table of Contents under Appendices on page ii.

8. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph "1" as shown in track changes below:

C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

9. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.4.E on page 61, EDIT the text as shown in track changes below:

E. All Other Perils - ~~\$25,000~~ \$100,000.

10. REVISION TO VOLUME 2 of 4: AGREEMENT

REPLACE Exhibit C to the Agreement with the revised Exhibit C included in Exhibit 3 of this addendum. The revisions are shown in track changes.

11. REVISIONS TO VOLUME 3 of 4: Specifications, Section 09 90 00

REPLACE all instances of "Hi Solids Polyurethane 100" with "Hi Solids Polyurethane 250" within Specification Section 09 90 00 PAINTING AND COATING.

12. REVISIONS TO VOLUME 3 of 4: Specifications, Section 33 05 16

ADD Specification Section 33 05 16 PRECAST CONCRETE UTILITY STRUCTURES included in Exhibit 4 of this addendum to Volume 3, SPECIFICATIONS. In addition, ADD a line for Section 33 05 16 PRECAST CONCRETE UTILITY STRUCTURES under the DIVISION 33 header in the Table of Contents (Section 00 00 01).

13. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 05 02.43

ADD "Sanitary Sewer Force Main" and its corresponding abbreviation, "SSFM," to the Process Service and Process Service Identifier Table at the beginning of Section 40 05 02.43 PRESSURIZED WASTEWATER AND DRAINAGE.

14. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 05 02.89

ADD "Drain" and its corresponding abbreviation, "D," to the Process Service and Process Service Identifier Table at the beginning of Section 40 05 02.89 BUILDING MECHANICAL DRAINAGE.

15. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 76 00

Within Section 40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT REVISE the Instrument Specification Sheet for MHS in Section 3.03 on page 9 as follows:

Power Supply: ~~120 volts AC~~ **24 volts DC**, 60 hertz nominal

Product Requirements: ~~Detector shall be lead acetate tape type with rate of reaction sensing system to provide to two parts per billion sensitivity~~
electrochemical cell sensor type with a monitoring range of 0 – 50 ppm. A field adjustable alarm relay (SPDT) and a 4-20 MA transmission signal proportional to scheduled range shall be provided. Unit shall be provided in a ~~NEMA 12~~ **NEMA 4X** enclosure and with a 1-year supply of lead acetate tape and 5-percent acetic acid. ~~Detector shall be Houston Atlas Model 722R~~ **MSA Model TS4000H, Drager Polytron 8100 EC**, or equal.

16. REVISIONS TO VOLUME 3 of 4: Specifications, Section 43 32 77

Within Specification Section 43 32 77 BIOGAS UPGRADING SYSTEM make the following changes:

In Section 2.02.A.1 (HYDROGEN SULFIDE REMOVAL SYSTEM Table) on page 11, REMOVE the bottom row of the table to delete the “Base” component and corresponding “Galvanized steel” material.

In Section 2.02.A.7 (GAS-TO-GAS HEAT EXCHANGER AND GAS-TO-GLYCOL HEAT EXCHANGER 2 Table) on page 12, REMOVE the bottom row of the table to delete the “Base” component and corresponding “Galvanized steel” material.

In Section 2.02.A.8 (SILOXANE REMOVAL SYSTEM Table) on page 12, REVISE the material for the “Base” component” as shown below:

~~Galvanized Steel~~ **Powder-coated steel**

In Section 2.02.A.10 (TAIL GAS COMPRESSORS Table) on page 13, REMOVE the bottom row of the table to delete the “Base” component and corresponding “Galvanized steel” material.

On page 14 REVISE the MIXED GAS BUFFER VESSEL Table to be Section 2.02.A.15 rather than 2.02.A.2, and REMOVE the bottom row of the table to delete the “Base” component and corresponding “Galvanized steel” material.

REVISE Section 2.07.A.6.a on page 22 (Siloxane Removal System – Features) as follows:

- a. Top manway, each vessel:
 - 1) Type: ~~Flanged~~ **Pull-through**
 - 2) Size, inches, minimum: elliptical 11 x 15, minimum

In Section 2.04.H.3 on page 17, REVISE the text as follows:

Common steel base shall be ~~hot dip galvanized~~ **powder-coated**.

In Section 2.11.G.3 on page 28, REVISE the text as follows:

Common steel base shall be ~~hot dip galvanized~~ **powder-coated**.

17. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-112

On Drawing Sheet 00-C-112 make the following revisions:

REVISE the 6" SSFM to be scaled back (gray) north of N 48451.23

ADD a coupling symbol on the 6" SSFM at the connection point (N 48451.23) in Cell B7.

ADD a Key Note 2 symbol pointing to the 6" SSFM coupling symbol at the connection point.

ADD the following as Key Note 2:

"TIE-IN LOCATION AND DEPTH OF THE 6" SSFM CONNECTION SHALL BE COORDINATED BETWEEN THE ENERGY RECOVERY PROJECT CONTRACTOR AND EXPANSION PROJECT CONTRACTOR."

18. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-401

On Drawing Sheet 00-C-401, REVISE the callout on the left side of the 16" DG Profile (Cell C3) as follows:

CONNECT TO BIOGAS UPGRADING FACILITY, SEE DWG ~~88-M-140~~ 88-M-111

19. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-402

On Drawing Sheet 00-C-402, REVISE the vertical scale for both profiles from 1" = 2' to 1" = 4'.

20. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-403

On Drawing Sheet 00-C-403, REVISE the callout on the right side of the 4" SS Drain from Biogas Upgrading Facility Profile (Cell D4) as follows:

CONNECT TO BIOGAS UPGRADING FACILITY PIPING, SEE DWG ~~88-M-140~~ 88-M-111

21. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-I-010

On Drawing Sheet 00-I-010, REVISE the Key Note attached to the Zero Client in Energy Recovery Building (Cell C4) from Key Note 2 to Key Note 3.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Three.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/03/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM FOUR*****

Please note the following revisions:

1. REVISION TO ADDENDUM 1, 2 AND 3

The dated at the top (date of issue) of Addendum 1, Addendum 2 and Addendum 3 shall be revised from 06/04/18 to 06/04/19, 06/18/18 to 06/18/19, and 06/27/18 to 06/27/19, respectively.

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph on page 2 of the RFBP as shown below:

A total of one (1) hard bound original and seven (7) bound hard copies and an electronic (PDF) copy on a USB flash drive (total of 2 flash drives) for both parts of the Bid Proposal shall be submitted no later than 3:00 PM on ~~July 12, 2019~~ July 17, 2019 to:

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678

Re: Design-Assist and Construction of the
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Attention: Tracie Mueller, P.E., Environmental Utilities-Engineering

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the Procurement Schedule within Section II.A on page 5 as shown below:

Procurement Schedule	
Event	Date
Request for GMP Construction Bid Proposals sent to Invited Contractors	6/1/2019
Mandatory Pre-Proposal Meeting and Site Walk at 1:30 p.m.	6/12/2019
Last Day to Submit Questions	7/1/2019
City Responses to Written Questions	7/8/19 7/10/19
Last Addendum Posting Date (if necessary)	7/8/19 7/10/19
Bid Proposal Due Date at 3:00 p.m.	7/12/2019 7/17/19
Possible Interviews with Proposers who submitted responsive Proposals	8/22/2019 – 8/29/2019
Anticipated Notification of Intent to Award	10/30/2019
Anticipated Award of Agreement by City Council	11/6/2019

4. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS, add the following item to the bulleted list in paragraph 4.2 SUPPLEMENTARY INFORMATION on page 15. Note that a copy of the Topographic Survey prepared by KSN, Inc. was uploaded to Public Purchase with this addendum.

- Pleasant Grove Wastewater Treatment Plant Topographic Survey, dated December 2016, prepared by KSN, Inc.

5. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 3, ITEM 8

This addendum change shall replace Addendum 3, Item 8. Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph "1" as shown in track changes below:

C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

6. REVISIONS TO VOLUME 3 of 4: Specifications

In Specifications Section 03 30 00 CAST-IN-PLACE CONCRETE, REVISE Section 1.05.B on page 4 as follows:

B. Quality Control By Contractor: NOT USED

- ~~1. Where required to demonstrate conformance with the specified requirements for cast in place concrete, the Contractor shall provide the services of an independent testing laboratory which complies with the requirements of ASTM E329. The testing laboratory shall sample and test concrete materials as specified in this section. Costs of testing laboratory services shall be borne by the Contractor.~~

7. REVISIONS TO VOLUME 3 of 4: Specifications, Exhibit 1 – Section 40 06 51 CV09 DETAILED VALVE SPECIFICATION SHEET

Within Section 40 06 51 DETAILED VALVE SPECIFICATION SHEETS, ADD new Detailed Valve Specification Sheet CV09 included in Exhibit 1 of this addendum to the end of Section 40 06 51.

8. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 40 41 13.13 ELECTRICAL RESISTANCE HEAT TRACING make the following revisions:

- REVISE Section 2.01.A.1 on page 1 as follows:
 - a. Tracer tape shall consist of self-limiting, parallel circuit construction with a continuous inner core of conductive material between two copper bus wires. The resistance and heating capacity of the heating material shall vary in response to piping temperature changes. Tape shall withstand continuous exposure to 150 degree F temperature. Tracer tape shall operate using ~~480 volt AC~~ **208 volt AC**, 3 phase, 60 Hz power.
- REVISE Section 2.02.C.1.a on page 2 as follows:
 - b. Rating: 22 amperes at ~~480V AC~~ **208V AC**
- REVISE Section 2.02.D.1.a on page 2 as follows:
 - a. Rating: 22 amperes at ~~480V AC~~ **208V AC**

9. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 10 01 COMPRESSED NATURAL GAS FUELING SYSTEM, REVISE Section 2.11.B (Fast-Fill Dispenser - Specifications) on page 25 as follows:

B. Specifications

1. Dispensers shall be capable of delivering fills of 3600 PSIG temperature compensated to 70°F, based on control logic housed in the dispenser, ~~except one hose shall provide 3000 PSIG fills.~~ Dispensers shall include one MicroMotion CNG-050 meter, and mechanical vehicle pressure gauge for each hose at exterior of cabinet and shall have a backlit data display. All CNG tubing and fittings shall be minimum 3/4" x .095", grade 316 SS. Vent tubing shall be 3/8" x .049", grade 316 SS. A means of preventing the escape of CNG from the fast-fill system in case the dispenser is knocked off of its base shall be provided, such as a vibration switch connected to the ESD circuit. Dispenser-control valves shall be ball or solenoid valves with flow performance equal to 3/4" tubing. Dispensers shall be provided with excess flow switches, pressure gauges that read 1.2 times the system pressure, and 1/4 turn manual shut-off valves.

10. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 23 80.11 SUBMERSIBLE WASTEWATER PUMPS - CONSTANT SPEED, SUMP PUMPS OR SMALL LIFT STATIONS, made the following revisions:

- REVISE Section 1.01.A (Scope) on page 1 as follows:
 1. This section specifies submersible pumps suitable for pumping unscreened wastewater at constant speed. Pumps furnished under this specification shall have discharge nozzles from 2 through 4 inches in diameter and motors less than 7.5 horsepower.
 2. Pumps ~~will~~ **shall** be installed in a wet-pit configuration **and shall be provided as a complete, packaged wet well pump station. The package shall include pumps, motors, discharge fittings, guide bar and brackets, chain and cable hooks, wet well basin and access hatch, conductivity level probes, discharge valve vault with check valves and isolation valves, and control panel.**
 3. ~~Pump units shall be complete with motor, discharge fitting, guide bar and brackets, chain and cable hooks and other accessories as specified. Each submersible pump will have a sump access frame, hatch and fall protection system as provided under Section 08 31 20. Not used.~~
 4. Manufacturers proposing to furnish equipment specified under this section shall hold current certification under ISO 9001-2001. Application for certification under ISO 9001 shall not be deemed as an acceptable substitute for current certification. Documentation attesting to current certification shall be signed by an officer of the manufacturer's corporation and shall be notarized.
- ADD the following lines to the bottom of the table in Section 1.01.C (Equipment List) on page 1:

Item	Equipment Number
Sanitary Sewer High High Level Switch	PG05-LSHH-00051
Sanitary Sewer LEL Detector	PG05-AITx-00052

- ADD the following line to the list in Section 1.02.A (RELATED SECTIONS) on page 2:

5. Section 33 05 16 Precast Concrete Utility Structures

- REVISE Section 1.05.A.7 on page 3 as follows:

Drawings showing general dimensions and confirming the size of pumps, motors, drives and specified appurtenances; piping connections; construction details of equipment (including bearings and bearing isolators); **pre-cast concrete structures; access hatches**; wiring diagrams; and weight of equipment.

- ADD the following sub-sections to Section 2.06 (COMPONENTS) on page 9:

J. Wet Well Basin

1. The wet well basin shall be constructed from reinforced, pre-cast concrete and shall house the duplex pump assembly and associated components. The wet well shall be provided with an access hatch. Approved manufacturers for the wet well basin include Jensen Precast or equal.
2. The minimum basin inner diameter shall be 60 inches, and the minimum basin depth shall be 132 inches.
3. The interior of the wet well basin shall be coated with System EA-3 in conformance with Section 09 90 00.
4. Access Hatch
 - a. A single-leaf galvanized steel access hatch cover and frame shall be provided and shall be set within the concrete basin roof.
 - b. The access hatch dimensions shall be minimum 48 inches by 30 inches.
 - c. The access hatch shall be rated for AASHTO H-20 loading.

K. Discharge Valve Vault

1. A valve vault shall be provided to house the discharge check valve and isolation valve for each pump.
2. The valve vault shall comply with the requirements in Section 33 05 16.
3. A discharge check valve and isolation valve shall be provided as part of this package for each pump.
4. Check valves and isolation valves shall comply with the requirements in Sections 40 05 02.43 and 40 06 51.

L. LEL Detector

1. Provide an LEL detector in the headspace of the wet well basin. The LEL device shall meet the requirements of Sections 40 06 70 and 40 76 00. This detector shall be used to monitor hazardous gas conditions in the wet well.

11. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 32 77 BIOGAS UPGRADING SYSTEM, make the following revisions:

- REVISE Section 1.05.A.19 as follows:

~~Foundation recommendations and anchor~~ **Anchor** bolt sizing for the vessels, and skids signed and sealed by a California registered structural P.E.

- ADD the following requirement to Section 1.05.A on page 10:

27. Copies of Contract Document Structural drawings with check marks indicating no exceptions to the foundation design.

- REVISE Section 2.16.B.6 on pages 30 and 40 as follows:
 6. Accessories – **NOT USED**
 - a. ~~Resistive strip heaters.~~
 - b. ~~Air conditioner.~~
- REVISE Section 2.16.B.7.a as follows:
 7. Programmable Logic Controllers (PLCs):
 - a. Acceptable manufacturer: ~~Allen-Bradley CompactLogix~~, **Modicon M340 or M580**

12. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 42 21 WELDED STEEL PRESSURE VESSEL, make the following revisions:

- ADD the following to Section 1.02.C on page 2:
 - a. Welds shall have radiographic testing in accordance with RT3 markings per ASME Section VIII, Division 1.
- Revise the header for Section 1.03 follows on page 2:

1.03 ~~WELDS SHALL HAVE RADIOGRAPHIC TESTING IN ACCORDANCE WITH RT3 MARKINGS PER ASME SECTION VIII, DIVISION 1. SUBMITTALS~~
- Revise Section 1.03.A.15 as follows on page 3:

~~Foundation recommendations for the vessels signed stamped by an engineer registered in the State of California. Copies of Contract Document structural drawings with check marks indicating no exceptions to the foundation design.~~

13. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-112, REMOVE the portion of the 6" SSFM line that extends north of N 48451.23 (past the coupling that was added in Addendum 3). Delete the stationing points and callouts associated with the removed pipeline.

14. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-114, REMOVE all portions of the 6" SSFM line and the associated comments, callouts, and stationing points shown on sheet 00-C-114 (see Cells D4, and E4).

15. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-402, make the following changes:

- Remove the note and corresponding arrow that states "WET WELL PUMPING STATION SEE DWG _/__" (Cell E2).
- End the 6" SSFM PROFILE at the stationing point 2+37. At the end point, add a callout and note that states:
"TIE-IN LOCATION AND DPETH OF THE 6" SSFM CONNECTION SHALL BE COORDINATED BETWEEN THE ENERGY RECOVERY PROJECT CONTRACTOR AND THE EXPANSION PROJECT CONTRACTOR."
- Remove the second 6" SSFM PROFILE that is shown on the bottom half of the page.

16. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-E-202, SHOW transformer (87-XFMR-005) mounted below the Heat Trace Control Panel (87-LCPx-005) in the Electrical Room (see Cell B8).

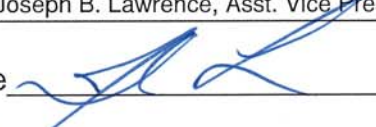
17. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 88-E-101, ADD a callout box and corresponding panel number callout "87-XFMR-005" adjacent to and below the callout for the Heat Trace Control Panel (87-LCPx-005). See Cell C6/7.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Four.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/10/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. ^{TRM}

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

***** ADDENDUM FIVE *****

Please note the following revisions:

1. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 4, ITEM 5

This addendum is a revision to text added as part of Addendum 4, Item 5.
Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT
paragraph 13.1.1.C.1 on page 58 as shown in track changes below:

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of ~~\$5,000,000~~ \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

2. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT
paragraph 13.1.4.C on page 60 as shown in track changes below:

C. Included Coverage – The above builder's risk insurance shall include the following coverages:

- 1) Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
- 2) Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
- 3) The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
- 4) Start-up & testing, and machinery breakdown including electrical arcing which are very important coverages and usually have to be requested.
- ~~5) Consequential losses due to delay in completing the Work. The builder's risk insurance limit for consequential losses is \$1,000,000.~~
- 6) The policy shall provide the City the right to occupy the premises without termination of the policy until Final Completion of the Project.

3. REVISIONS TO VOLUME 4 of 4: Drawings

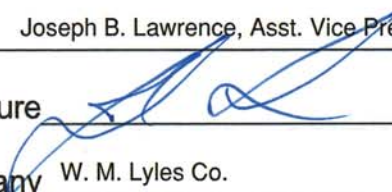
On Sheet 00-E-010, ADD the following text to the end of Key Note 1:

THE EXISTING 480V SWITCHGEAR IS A CUTLER-HAMMER MAGNUM DS (SHOP ORDER # 98Y0745, G.O. # MSF01793, ITEM # 007).

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Five.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/12/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. TRM

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM SIX*****

Please note the following revisions:

**1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP), and ADDENDUM 4, ITEM 2**

REVISE the second paragraph on page 2 of the RFBP as shown below:

A total of one (1) hard bound original and seven (7) bound hard copies and an electronic (PDF) copy on a USB flash drive (total of 2 flash drives) for both parts of the Bid Proposal shall be submitted no later than 3:00 PM on ~~July 12, 2019 July 17, 2019~~ July 22, 2019 to:

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678

Re: Design-Assist and Construction of the
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Attention: Tracie Mueller, P.E., Environmental Utilities-Engineering

**2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP), and ADDENDUM 4, ITEM 3**

REVISE the Procurement Schedule within Section II.A on page 5 as shown below:

Procurement Schedule

Event	Date
Request for GMP Construction Bid Proposals sent to Invited Contractors	6/1/2019
Mandatory Pre-Proposal Meeting and Site Walk at 1:30 p.m.	6/12/2019
Last Day to Submit Questions	7/1/2019
City Responses to Written Questions	7/8/19 7/10/19
Last Addendum Posting Date (if necessary)	7/8/19 7/10/19 7/15/19
Bid Proposal Due Date at 3:00 p.m.	7/12/2019 7/17/19 7/22/19
Possible Interviews with Proposers who submitted responsive Proposals	8/22/2019 – 8/29/2019
Anticipated Notification of Intent to Award	10/30/2019
Anticipated Award of Agreement by City Council	11/6/2019

3. REVISIONS TO VOLUME 3 of 4: SPECIFICATIONS, EXHIBIT 1

REPLACE the Instrument List (pages 1 of 11 through 11 of 11) located at the end of Section 40 06 70 SCHEDULES FOR INSTRUMENTATION OF PROCESS SYSTEMS, with the Instrument Index (pages 1 of 12 through 12 of 12) that is included in Exhibit 1 of this addendum.

4. REVISIONS TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-C-007, REVISE the fence fabric height from 8'-0" to 6'-0" in STANDARD DETAILS C0025 AND C0027.

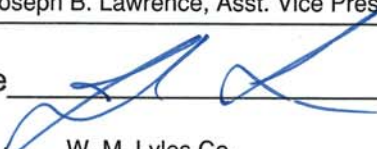
5. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-I-010 NETWORK BLOCK DIAGRAM, REPLACE Key Note 4 with "VIDEO CAMERA SHALL BE SONY MODEL SNC-DH180 OR EQUIVALENT SONY, AXIS, OR VIVATEK."

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Six.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019



SECTION 1

PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

DELIVERING A SUCCESSFUL PROJECT

The City of Roseville (City) has issued a Request for Bid Proposals (RFBP) to prequalified contractors for Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project (ERP or Project). A Best-Value selection process is being utilized by the City to emphasize its desire for a true partner in this Project; one that will provide the best overall benefit to the community.

The selected contractor will become an integral part of the Project Team which will include both the City and Brown & Caldwell (B&C). B&C will serve a dual role as both designer and construction manager. Additional stakeholders include those who will be involved in the Pleasant Grove Wastewater Treatment Plant Expansion Project, which will be constructed concurrent with the ERP; and the citizens of the City of Roseville.

PROJECT OVERVIEW

The City of Roseville is undertaking the task of expanding the Pleasant Grove Wastewater Treatment Plant (PGW-WTP) to restore its original treatment capacity of 12 million gallons per day (MGD). In recent years, higher than anticipated organic loading has caused the facility to experience a decrease in its effective treatment capacity from 12 MGD to 9.5 MGD. As part of the Expansion Project, two new anaerobic digesters will be constructed which, once in operation, will generate biogas. It is the City's desire to utilize this biogas in an economically beneficial and environmentally sustainable way. This desire has led to the development of the Energy Recovery Project which will provide for construction of the following major improvements:

- High-Strength Waste Receiving Station consisting of screening equipment and storage tanks for the offloading and management of fats, oils, and greases.
- Odor Control Facility utilizing both activated carbon and biotrickling filter technologies to prevent foul odors from reaching sensitive receptors.
- Biogas Upgrading System for removing moisture,

hydrogen sulfide, ammonia, siloxanes, carbon dioxide, and other undesirable elements from biogas as necessary to produce a product suitable for beneficial use.

- Compressed Natural Gas (CNG) Fueling Station consisting of compressors, storage vessels, a fuel management system, and dispensers for the fueling of CNG powered vehicles.
- Cogeneration Facility utilizing four packaged micro-turbine generators and a thermal recovery system for converting biogas into usable electrical power and heat.
- Civil, structural, mechanical, and electrical infrastructure as needed to support the aforementioned facilities.

These improvements will benefit the City by:

- Producing Renewable Compressed Natural Gas (rCNG) for use by the City's fleet of garbage collection vehicles.
- Reducing greenhouse gas emissions through the replacement of diesel powered garbage trucks with rCNG powered trucks.
- Providing a potential fuel source for other City owned fleet vehicles in the future.
- Converting excess biogas into electricity and heat for plant usage.
- Collecting high strength waste (fats, oils, and grease) generated by local businesses and feeding it directly into the anaerobic digesters thereby boosting gas and electricity production.
- Diverting organic waste that would otherwise be discharged into the sewer system or disposed of at a landfill.

PROJECT STRUCTURE

The selected contractor will enter into a Guaranteed Maximum Price Contract for the construction of the Energy Recovery Project. Payment will be based on actual costs plus a fee for all craft labor, equipment, subcontracted work, and materials. Management and supervision duties will be paid for at an hourly rate.

Throughout the life of the Project, the selected contractor will participate in the Design-Assist process wherein all stakeholders will collaborate to adjust, modify, and finalize the design documents for the greater benefit of the Project. The contractor's participation in this process is inclusive of, but not limited to, the following:

- Constructability review of the Final Design Drawings and Specifications
- Value engineering to identify and quantify cost and time savings opportunities
- Risk review to identify and mitigate potential project disruptors
- Evaluation of alternatives generated by all project stakeholders
- Coordination with the PGWWTP Expansion Project
- Compliance with funding agency requirements including SRF, CEC, and Placer County APCD
- Development and refinement of the Project Schedule for use in evaluation of the items listed above

The primary goal of the Design-Assist process is to increase the value of the Project through positive stakeholder relationships, improved constructability, mitigation of project risks, and reduction of the cost and time needed for construction. Our team has participated in more than 100 projects of similar nature whereby the constructor has participated prior to final design. We have seen cost savings of up to 20% of project cost by using this early participation. For example, our early involvement in the design of the Stockton Regional Wastewater Control Facility Modifications Progressive Design-Build Project provided the opportunity to establish a hydraulic grade line through the plant that reduced pumping of the liquid stream from 6 times to 3 times.

LYLES' APPROACH

Our company was founded on the principle of open dialogue based on trust, honesty, and integrity. These values shape our approach to business with our Clients, the Community, our Subcontractors, and our Suppliers. We manage projects through a proactive approach to problem-solving and by tightly controlling construction costs. As a general rule; we always have a plan, know how much it's going to cost, and quickly recognize if we need to modify our course.

We recognize that a commitment must be made to building relationships between all project stakeholders so that effective communication can be utilized to overcome any community, engineering, or constructability challenges that may arise. Our team has thoroughly reviewed and visited the site to acquaint ourselves with the local conditions, nature, and location of where the work will be performed. We have taken into account and addressed the challenges that have the potential to derail the project. Our solutions are reflected in our baseline CPM schedule for the Project, which can be found in Appendix C.

The Right Experience

Lyles constructed a new thickening and dewatering building and odor control system to replace the existing sludge handling systems for the OCSD 100 MGD Plant 1. Working in an existing plant can be challenging, but working within one of the largest plants in the U.S. can be dangerous if not coordinated correctly. Lyles orchestrated dozens of tie-ins to existing facilities with plant staff to accommodate daily operations and project safety which included a very detailed LOCK OUT/TAG OUT program.

Monthly executive meetings and project team workshops were also held to discuss the challenges associated with the mechanical, electrical and plumbing conflicts that existed on the drawings. Lyles used a combination of AutoCAD and Navisworks to graphically represent each mechanical system and interference to determine a solution prior to installation. This effort at the front end of the project resulted in a very smooth field installation effort. This is the same level of collaboration the City of Roseville can expect when partnering with Lyles on the ERP.

KEY ELEMENTS OF OUR APPROACH

Attention to Safety – Lyles' focus on safety behavior and safety requirements has led to ZERO OSHA violations and over the last 5 years our worker's compensation claims, or Total Recordable Injury Rate (TRIR), has routinely fallen well below the industry average both statewide and on a national scale. Scott McElwain will serve as the Safety Director for the PGWWTP ERP. Scott will visit the site weekly and when any critical activities are planned to occur. He will work with our construction team to build safety into our means and methods while considering constructability requirements. Scott will also coordinate any safety special training that is needed on the project. As requested, please find additional information on our safety program in Section 7.

Attention to Quality– This is a key driver for controlling both schedule and cost. During pre-construction, proposed Quality Control Manager, Jon Shugarte will work with the City of Roseville and project team to identify critical quality elements, develop the Quality Management Plan (QMP), and lead sub/supplier quality implementation. During construction, Jon will implement and monitor the QMP, coordinate the inspection and testing program, provide QMP training to subcontractors and suppliers, and coordinate City quality assurance as required.

Community Interaction – Lyles will look for ways to strike the right balance; to effectively address local concerns while also

managing expectations. Ensuring community involvement with the City of Roseville, keeping total neutrality, promoting transparency; and developing an effective monitoring, evaluation, and reporting system are some of the actions that Lyles has taken on previous projects. Many of our key personnel live and work within Roseville and the surrounding areas. As members of the community and as ratepayers, we are uniquely invested in ensuring the success of this project.

Experienced Senior Staff – Top-level, experienced, senior staff will be involved and committed to the success of the ERP. This will ensure the Project is never short of the required leadership and know-how that will be necessary to construct the most successful project possible. Proposed Project Manager, John Lunsford, will be the primary point-of-contact for the City. His responsibility will be to ensure the highest standards are maintained with respect to safety, budget, and schedule. Assistant Project Manager, Jon Shugarte, will make sure all activities in the field are properly coordinated, all materials and manpower are available when needed, and all work complies with the quality standards established for the Project.

Risk Management – A risk register will be created by the Lyles staff to identify and address high risk items right away. This risk register will be shared with the entire project team for input and buy-in. It is critical that all stakeholders are involved in the process and have input in the decision making.

Value Engineering

Value engineering sessions will be conducted to provide cost reduction and schedule suggestions for the City of Roseville consideration. At the OCSD Plant 1 project WML suggested over \$8M of innovative cost saving ideas. The Owner took advantage of over \$6M of the innovative cost savings. See detailed spreadsheet below.

LOCATION	DESCRIPTION	VE COST SUBMITTED	VE COST ACCEPTED
PVC Liner Under Structure	Elimination of PVC liner under structures	\$ 300,000.00	\$ 270,000.00
Xypex in Concrete	\$400K assuming OCSD Keeps Xypex in Conc.	\$ 400,000.00	
Exterior Waterproofing	Elimination of exterior waterproofing on concrete	\$ 30,000.00	
Drilled Piers	Change to displacement piles	\$ 2,900,000.00	\$ 2,687,985.00
Acoustical Panels	In basement and subbasement ceiling	\$ 200,000.00	
Paint on Basement Deck	In basement and subbasement ceiling	\$ 46,000.00	\$ 41,400.00
Polymer Station	Elimination of Polymer Station except for 1/3 used.	\$ 500,000.00	\$ 450,000.00
Screen Wall	Elimination of Piles and Precast Wall.	\$ 740,000.00	\$ 180,000.00
Braced Frame Structure	No cost savings	\$ -	
Flow Meter Elimination	Elimination of Flowmeters and valves in basement	\$ 80,000.00	
Progressive Cavity Pumps	Spec 11309 Changes to Moyno or Netzsch	\$ 900,000.00	\$ 773,100.00
Cake Pumps	Spec 11250 changes to Piston Pumps	\$ 1,600,000.00	\$ 1,574,874.00
Elimination of DAFT UF to Wetwell	Elimination of pipe, manhole and vault	\$ 82,000.00	
Elimination of Subbasement	Raises subbasement to elevation 4.5	\$ 400,000.00	\$ 361,178.00
	TOTALS	\$ 8,178,000.00	\$ 6,338,537.00

Planning and Sequencing – Our team will proactively manage the entire schedule, with a sharp focus on the critical path. Our goal is to maximize efficiency which will result in an overall lower project cost. Our project team, led by experienced CPM Scheduler, Tony Mueller have taken into account and addressed the challenges that have the potential to derail the ERP. Our solutions are reflected in our baseline CPM schedule for the Project, which as requested can be found in Appendix C.

Tight Project Controls and Accounting – We utilize industry leading cost controls and accounting systems on all of our projects. Our experience in doing this as a standard will ensure that timely, accurate, and transparent cost information is available in a format that all project stakeholders can utilize. See Section 7, for further details on how Lyles will provide the City with personalized access to its accounting system.

Self-Performance – Lyles plans to self-perform over 65%

of all work on the ERP. This will benefit the City of Roseville, by reducing projects risks associated with schedule, quality, safety and cost. This will enable us to achieve the target project milestones defined in the RFP. Our ability to self-perform the majority of the scope will provide the City with a proven team that has worked together to deliver similar projects, job after job, and will perform at the highest level possible.

Engage a Team of Proven, Qualified Subcontractors

We select subcontractors that have the qualifications and proven track record to be part of our team. Accountability and ownership are key attributes that we look for.

Because of the critical nature of the electrical and instrumentation scopes of work, those have been assigned to Wade Johnson with San Joaquin Electric (SJE) and Tesco Controls, respectively. The ERP will benefit from our proven partnership and their contributions to both the design and construction of the ERP.

ACHIEVING THE CITY'S GOALS

The Right Experience

Lyles' work on the \$92M Design-Bid-Build of a 22 MGD Water Recycling Treatment Plant for the City of Visalia included an odor control system for the existing headworks; modification of the existing primary sedimentations basins, a new septage receiving station, a new pump station with fine screens, modifications to the existing aeration system, replacement of the existing secondary and tertiary treatment process with a new GE supplied membrane bioreactor (MBR) system, and an Ozonia supplied ultra-violet (UV) disinfection system.

Lyles worked in partnership with the City of Visalia to overcome project challenges, maintain maximum access, and complete start-up and commissioning services well within the scheduled project completion date. Lyles and the City of Visalia worked closely during construction to provide seamless mechanical operational transfers and process tie-ins so that there were no impacts to the plant or their customers.

BUDGET

Careful attention has been paid to the details of the ERP and an accurate GMP price has been developed. Utilizing an accurate budget in combination with timely cost reporting will ensure that we identify budgetary opportunities or issues while there is still time to address them. We are proactive with our budget management, not reactive. We employ an open-book approach and provide reporting tools that will give the City complete confidence that budgetary goals are being met and surprises avoided.

SCHEDULE

A detailed CPM schedule has been developed for this Project (Appendix C) which highlights the importance we place on achieving the milestones outlined in the RFP. We have analyzed and compared the project budget against the schedule to further verify that we are in alignment. *We have a proven history of maintaining project schedule on very difficult and time sensitive projects and, in fact, have never been assessed liquidated damages for exceeding a project deadline.*

STAKEHOLDER NEEDS

Along with maintaining the budget and schedule, the Project must serve the needs of all stakeholders; including the surrounding community. This is achieved by actively planning to minimize community concerns such as sound, traffic, dust, odors, and visual disturbances. At all times, it will be critical that the project site is maintained in a clean and organized fashion. In addition to the productivity and quality benefits, this will ensure that the City and the neighboring community experience a professionally managed project.

OVERCOMING CHALLENGES

Lyles is committed to identifying challenges and developing the most advantageous solutions for the City of Roseville from the very beginning of the project. To give some structure to a discussion of key challenges that we believe will require special consideration, we have developed the list below. Our strategies for mitigating these challenges have been provided as well.

Challenge 1: Startup, Commissioning, and Performance Testing of the Biogas Upgrading System (BUS) and the Cogeneration System	
Impact:	Section 01 12 16, Paragraph 4.02.G indicates that digester gas will be provided by the Expansion Project within 750 days of NTP. Substantial Completion of all work is required within 790 days of NTP. In order to achieve the Substantial Completion Milestone, commissioning and performance testing of the BUS and the Cogeneration System will have to be successfully completed within 40 calendar days. Based on the testing durations required in Sections 01 91 14 and 43 32 77, 40 calendar days may not be adequate. There is reasonable uncertainty regarding both the quantity and quality of biogas that will be generated by the new Digesters as they will introduce a biological process that does not currently exist at the PGWWTP. This uncertainty, coupled with the inherent complexity of the systems in question, makes it unlikely that the commissioning process will be fully completed within the 40 calendar days allowed. The potential for liquidated damages further complicates the issue.
Mitigation Measure:	It will be necessary to develop a comprehensive solution to ensure that expectations and challenges are well communicated and understood by all stakeholders. To that effort, Lyles will: • Participate early on in joint discussions with the City, the Engineer, and the BUS Supplier to identify potential barriers to success • Participate in the early development of a contingency plan that identifies possible solutions in the event that unforeseen circumstances occur • Prioritize development and submission of the BUS submittals and participate in submittal review meetings to achieve early release to fabrication • Require early and frequent communication between the BUS Supplier, San Joaquin Electric, and TESCO to ensure that all potential electrical and instrumentation items are well coordinated

Challenge 1 Continued...

Additional actions that the City might consider taking include:

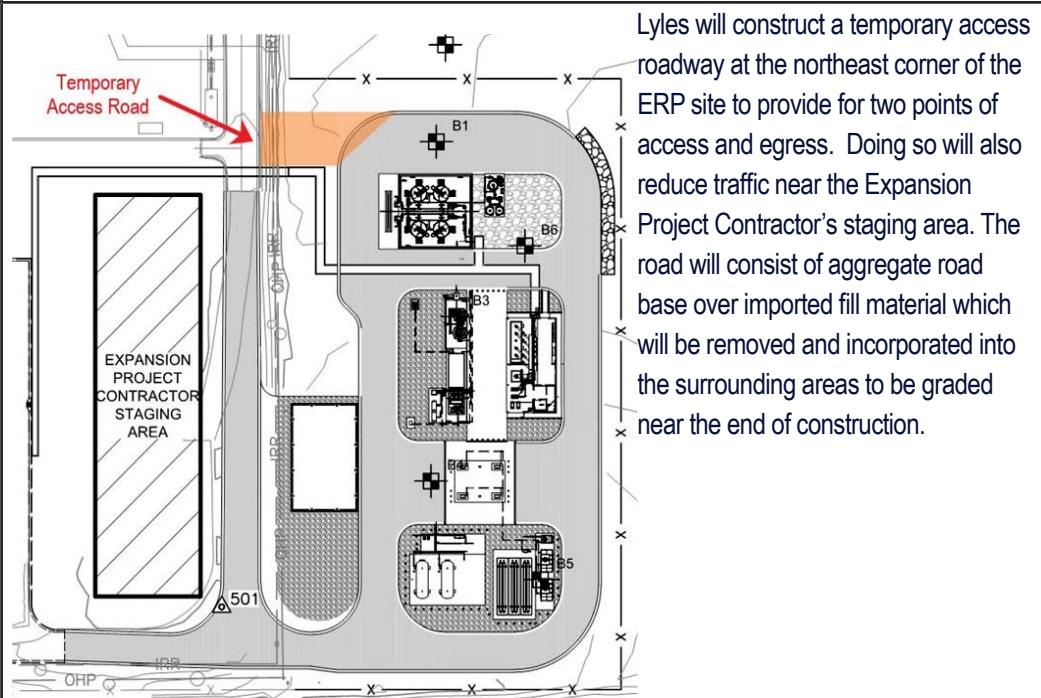
- Performing tests on the biogas produced at the Dry Creek Facility once the High Strength Waste Receiving Station is in steady-state operation to better characterize the likely raw gas conditions
- Consider alternatives to the requirement to test the BUS system at maximum flowrates in the event that sufficient gas is unavailable
- Consider an alternative milestone specific to the BUS and Cogeneration System that would allow for Substantial Completion to be attained prior to the completion of testing
- Expedite construction of the expansion to allow for the delivery of biogas at an earlier date

Challenge 2: Site Logistics and Access

Impact:

The ERP site is relatively small and will need to be accessed by numerous trades during construction. In addition, the Expansion Project Contractor will be occupying the available space just north of the ERP site which will increase traffic in the area. By design, access to the ERP site is limited to a single roadway at the northwest corner of the site. The congestion in this area will be further compounded once the CNG Fueling Station is being utilized by City vehicles. Congestion and traffic may lead to coordination issues, inefficiency, and lost production.

Mitigation Measure:





SECTION 2

**APPROACH TO THE PROJECTS
SCOPE OF WORK/SPECIAL
PROJECT CONSIDERATIONS**

APPROACH TO THE PROJECT'S SCOPE OF WORK / SPECIAL PROJECT CONSIDERATIONS

Our project approach began with developing an understanding of the project drivers, followed by identifying the greatest challenges and their potential solutions. We look forward to collaborating with the City of Roseville to combine these individual project elements into an overall scope of work and proposed plan to meet the City of Roseville's needs.

To outline our approach, we have broken the project into the following major components:

- Design-Assistance
- Pre-Planning & Site Logistics
- Site Preparation & Earthwork
- Underground Utilities
- Structural Concrete
- Electrical Building
- Site Concrete & Paving
- Electrical Panels & Controls
- Compressed Natural Gas Fueling Station
- High Strength Waste Receiving Station
- Cogeneration System
- Biogas Upgrading System
- Project Closeout

Our outlined approach is as follows:

TASK ONE: DESIGN-ASSISTANCE

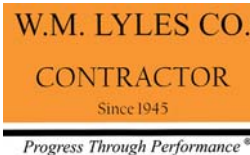
TIMELINE: NTP THROUGH DAY 90 / DECEMBER 2019 THROUGH FEBRUARY 2020

Sub-task 1: Value Engineering

One of the benefits of the Design-Assist process is the intentional commitment of time to the development of value engineering ideas throughout the life of the project. In support of this process, we have already identified several potential opportunities which we believe will enhance the value and reduce the risks inherent in the ERP. These opportunities include revising the layout of some of the proposed equipment, leveraging existing plant assets to reduce life-cycle costs, and combining the ERP with the Expansion Project to take advantage of economies of scale. Please see Section 3 for a more detailed discussion.

Sub-task 2: Constructability Review

Lyles and its subcontractors are in a position to share the lessons-learned through the execution of hundreds of construction projects with the entire project team. This insight will be furnished to the benefit of the Project and will provide City



— A Committed and Integrated Team —

Monthly Executive Meetings

We suggest holding monthly executive meetings where respective principals from the City of Roseville and Lyles can openly discuss the performance of their respective teams. This approach has worked well on other projects and has resulted in maximum collaboration, proactive problem solving of issues before they become project complications, organizational alignment, and "common goal" project execution.

stakeholders with an opportunity to evaluate construction methods and techniques that may not have been considered. Lyles also has real-time access to current material pricing and will be able to provide alternative options for aggregates, pipe materials, structural materials, and other commodities than can meet or exceed the project requirements at a lower overall cost. We expect this entire process to be collaborative, transparent, and focused on delivering added value to the ERP.

Sub-task 3: Contractor Furnished Design Elements

The Specifications require the Contractor to furnish a number of design elements which include, but are not limited to: piping supports, conduit supports, anchorage for

electrical equipment, anchorage for process equipment, tanks, and storage vessels. Many of these elements have the potential to affect the final Construction Plans and Specifications. For example, preferential pipe routing identified during value engineering and constructability review would influence the number, size, and type of pipe supports required. Our goal will be to identify these elements early so that they are incorporated into the Plans and Specs at this stage, rather than having to update the drawings later through the submittal and record drawing processes. These actions will reduce the potential for construction errors and reduce the amount of effort required by the Engineer and the City.

History of Successful Partnering

The City of Roseville can trust that our Team will be proactive. With decades of experience working together on similar WWTP expansion and upgrade projects, the winning combination of W. M. Lyles Co., Wade Johnson and TESCO will provide the City with a collaborative, respectful, and trustworthy Design-Assist partner. A few of the projects we have collaborated on include:



City of Galt, Wastewater Treatment Plant Tertiary Filtration, UV Disinfection & Biosolids Improvements

CONTRACT VALUE: \$11,828,000
% OF SELF-PERFORMANCE: 68 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction
4. Biosolids Dewatering /Transfer Facilities



City of Davis, Wastewater Treatment Plant Secondary Treatment and Tertiary Improvements

CONTRACT VALUE: \$72,202,131
% OF SELF-PERFORMANCE: 67 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction



Hi-Desert Water District, Wastewater Reclamation Facility
CONTRACT VALUE: \$30,003,509

% OF SELF-PERFORMANCE: 70 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction



Water, Wastewater and Reuse Program, Tesoro Viejo Master Mutual Water Company
CONTRACT VALUE: \$38,000,000

% OF SELF-PERFORMANCE: 69 %
PROJECT RELEVANCE:

1. Complex WWTP with extensive value engineering
2. Expansion

Task 1 Key Participants:

- Joe Lawrence – Project Sponsor – Value engineering, constructability review, and resource allocation
- John Lunsford – Sr. PM – Value engineering, constructability review, and subcontractor procurement
- Reece Berger – Pre-Plan Mgr. – Design- assist estimating support
- Pat Van Treeck – Pre-Plan Eng. – Design- assist estimating support
- Electrician – Value engineering and constructability review
- Integrator – Value engineering and constructability review

Task 1 Critical Components:

- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

TASK 2: PRE-PLANNING & SITE LOGISTICS

TIMELINE: DAY 45 THROUGH DAY 120 / JANUARY 2020 THROUGH MARCH 2020

Sub-task 1: Critical Path Management

Identification and management of the critical path is the first step in maintaining and expediting a project schedule (step two is managing risks and step three is managing near-critical activities). The critical path of the ERP flows through the early submittals, implementation of the SWPPP Plan, and into site preparation. It then continues through earthwork, the installation of underground utilities, and structural concrete. This is followed by construction of the electrical building, the installation of equipment, and finally, commissioning and testing of the facility.

Schedule risks exist that will need to be carefully monitored and mitigated throughout the life of the project. One such risk is the achievement of Milestone 4 – Roadway

Connection. Based on the procurement schedule provided in the RFBP, we anticipate that a Notice to Proceed will be issued in December of 2019. Looking forward 420 days from December, the required completion date for Milestone 4 will occur in February of 2021. There are several challenges involved with paving during the winter months which means that the roadway work will need to be prioritized and performed in the fall in order to ensure that the quality of the paving remains high (See Task 3 for further discussion).

Sub-task 2: Procurement of Long Lead Items

Through coordination with our subcontractors and suppliers, we have identified all of the long-lead items and incorporated their procurement into the overall project schedule. Based on this effort, the CNG Fueling System, the Cogeneration System, and the Biogas Upgrading System submittals will need to be prioritized and expedited. To assist with the review and approval process, we will require our subcontractors and suppliers to participate in joint submittal review meetings which should include the City and the Engineer. The purpose of these meetings is to address any concerns and facilitate approvals to ensure that a release to fabrication can be provided upon completion of the first submittal review cycle. Mitigating the need for multiple review cycles will save the project both time and money.

Sub-task 3: Site Logistics

The site is not spacious and is congested. We have a well thought out site layout and staging plan which will be further developed and implemented. This will contribute to safe and efficient project performance. As discussed in Section 1, one of the actions we will take to improve logistics is to construct a temporary access road at the northeast corner of the site. Another action that we will take will be to carefully schedule “just-in-time” delivery of the major process equipment. By limiting the number of pieces that are onsite at any one time we will prevent double handling of the equipment and free up space for construction, as much of the process equipment is large, heavy, and will require a crane for installation.

Task 2 Key Participants:

- John Lunsford – PM – Overall project planning and coordination, and critical early submittal management
- Jon Shugarte – Asst. PM – QC plan development and SWPPP development
- Tony Mueller – Scheduler – CPM schedule
- **development and refinement**
- Reece Berger – Pre-Plan Mgr. – Civil and structural procurement
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement
- Electrician – Electrical sequencing and schedule input

Task 2 Critical Components:

- Finalization of the CPM Schedule
- Procurement of major process equipment
- Development of an effective plan for site access, organization, and staging
- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

in the SWPPP. These BMPs will remain in place for the duration of construction and will be monitored to ensure effectiveness and compliance with the SWPPP. Upon completion of the project, the construction BMPs will be removed and any permanent BMPs identified in the Plans will be installed.

Sub-task 2: Fencing & Access

The ERP site is located outside of the PGWWTP's current fence line. In order to ensure continuous security and containment of the facility, we will install the new fencing which will enclose the ERP site prior to removal of the existing fencing. Once the new fencing is in place, the old fence will be demolished and removed from the site. With the existing fencing out of the way, we will proceed with constructing temporary access roads at both the northwest and northeast corners of the site, as proposed in Section 1- Overcoming Challenges, to provide for safe construction access and egress.

Sub-task 3: Earthwork and Subgrade Preparation

Earthwork efforts can begin in earnest once both security and access have been established. Based on the Plans, the site will require more cut than fill, resulting in a surplus of soil. It is assumed that the surplus soils generated by the ERP can be made available and incorporated into the Expansion Project as it will have a need for fill material at the new Primary Clarifier area.

TASK 3: SITE PREPARATION & EARTHWORK

TIMELINE: DAY 120 THROUGH DAY 150 / APRIL 2020

Sub-task 1: Stormwater Management

The rainy season typically begins to wane near the end of March. Once fair weather is on the horizon, site preparation efforts will begin. The site is a little over three acres in size and, as such, will require coverage under the State Water Resources Control Board Construction General Permit. Development of a Stormwater Pollution Prevention Plan (SWPPP) will be performed by a Qualified SWPPP Developer and will occur during Task 2; implementation of the SWPPP will occur at the onset of Task 3.

Prior to disturbing the existing soils, we will furnish and install the Best Management Practices (BMPs) identified

Task 3 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Jon Shugarte – Asst. PM – Underground utility preplanning and QC plan implementation
- Electrician – Underground utility coordination
- Fencing Sub – Site fencing installation

Task 3 Critical Components:

- Establishment of site perimeter and subgrade
- Implementation of SWPPP and QC Plans
- Continued preplanning for utility trench, underground piping, and electrical

TASK 4: UNDERGROUND UTILITIES

TIMELINE: DAY 130 THROUGH DAY 245 / APRIL 2020 THROUGH AUGUST 2020

Sub-task 1: Sanitary Sewer Pumping Station

The deepest element of the ERP is the new Sanitary Sewer Pumping Station. Therefore, excavation of the Pumping Station wetwell and installation of the precast concrete elements will take first priority in this Task.

Sub-task 2: Buried Piping and Underslab Electrical

There are numerous buried piping and electrical elements which are to be located beneath concrete slabs and/or asphalt paving. These elements include natural gas piping, digester gas piping, water piping, sewer piping, drain piping, and electrical conduit. Substantial effort will be spent coordinating all of the critical connection points associated with each of the major equipment packages to ensure that no rework is required after the concrete slabs have been placed.

Sub-task 3: Electrical Ductbanks

Power and control for the ERP originates in Electrical Building No. 1. The new electrical ductbanks that will be installed between these two facilities are currently designed to be routed around the east side of the HSW Receiving Area. Lyles recommends shifting the alignment eastward to a location just outside of the paved area but still within the fence, in order to better facilitate the construction and long term maintenance of the new ductbanks. This will reduce congestion near the HSW

Receiving Area and keep the new utility vaults clear of any future surface drainage issues without increasing the quantity or cost of the ductbank. An additional benefit to this alternative alignment is that it will support Cost Reduction Opportunity No. 2, should the City decide to incorporate it into the Project (see Section 3 for details).

Sub-task 4: Precast Utility Trench

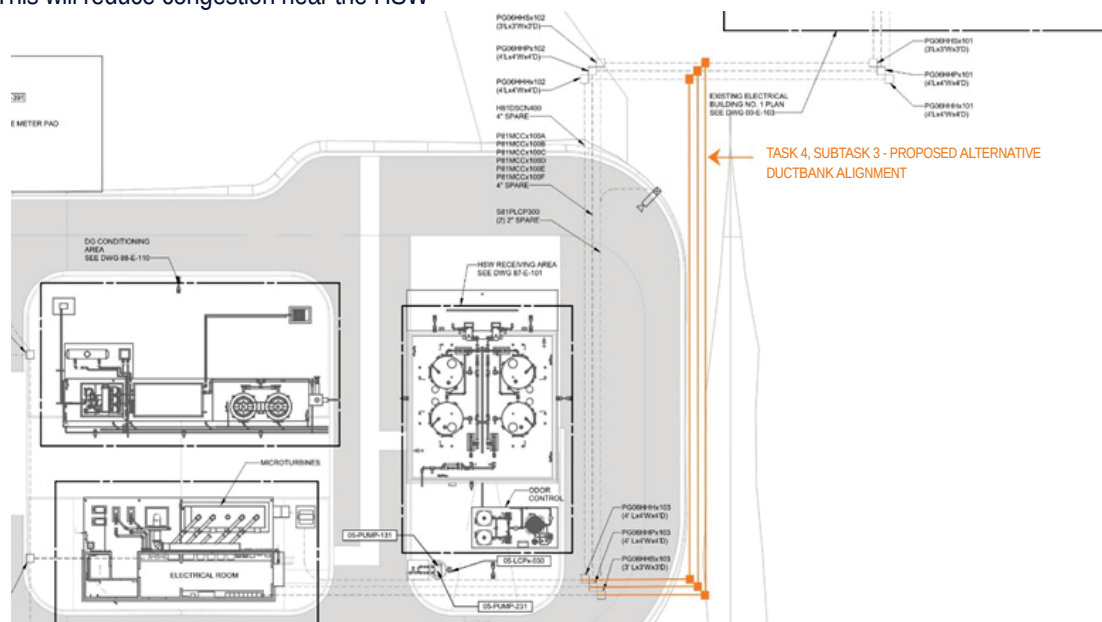
Installation of the Precast Utility Trench is on the critical path of Milestone 4 (Roadway Connection). We anticipate that the fabrication and delivery of the Precast Utility Trench will take between 12 and 14 weeks. In order to meet the installation schedule necessary to comply with Milestone 4, it will be imperative that the submittal for the Utility Trench gets furnished, reviewed, and approved near the beginning of Task 2. Lyles will prioritize this process and work with the City and the Engineer as needed to ensure that this timeframe is met.

Task 4 Key Participants:

- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – Ductbank installation

Task 4 Critical Components:

- Fabrication and delivery of the Precast Utility Trench to support timely installation



TASK 5: STRUCTURAL CONCRETE

TIMELINE: DAY 195 THROUGH DAY 255 / JUNE 2020 THROUGH AUGUST 2020

Sub-task 1: Electrical Building Foundation

Concrete construction will commence as soon as the underground and underslab utilities are complete. The foundation for the Electrical Building will be prioritized to allow subsequent construction of the Building to begin as soon as possible. This priority is based on weather, not the critical path. If the building is not constructed, closed in, and made weatherproof during the summer and fall of 2020 then it will have to be completed during the winter months as the following spring will be consumed by the installation of electrical and mechanical equipment. Working in the winter significantly increases the risk of cost impacts and scheduling issues as the building trade subcontractors become affected by weather delays.

Sub-task 2: CNG Fueling System Foundations

The second highest priority will be given to the CNG Fueling System Area. Work will begin at the gas compressor slab, followed by the high pressure and medium pressure storage tank slabs. The final slab to be placed in this area will be the driveway around the CNG Fueling Dispensers.

Sub-task 3: All Other Foundations

The balance of the concrete will be completed moving from west to east, beginning with the Biogas Upgrading System Area and finishing up at the High Strength Waste Receiving Area. Work closest to the Electrical Building will be completed first to reduce construction congestion in the area and maximize access for our Masonry subcontractor.

Task 5 Key Participants:

- John Lunsford – PM – Structural concrete planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Rebar Sub – Reinforcing steel installation

Task 5 Critical Components:

- Completion of the Electrical Building foundation to permit building construction to begin as early as possible
- Equipment anchorage coordination, layout, and installation

TASK 6: ELECTRICAL BUILDING

TIMELINE: DAY 255 THROUGH DAY 405 / AUGUST 2020 THROUGH JANUARY 2020

Sub-task 1: Structural Elements

The first order of business at the Electrical Building will be to construct the CMU walls. The CMU will be installed by our Masonry Subcontractor with the coordination and installation of door openings, window openings, and miscellaneous wall penetrations being performed by Lyles' craftspeople. Lyles will also be responsible for locating and installing all of the structural embeds necessary to support the roofing system.

Sub-task 2: Roofing

Completion of the roofing structure and installation of the single-ply membrane will not occur until late fall, based on the schedule. Lyles will install all of the structural roof columns, beams, and metal decking while the insulation and roofing membrane itself will be installed by a specialty subcontractor. This work will be expedited to ensure that there is adequate time to complete the work prior to the beginning of the rainy season. The weather forecast will be monitored and, if necessary, overtime will be utilized to achieve success.

Sub-task 3: Architectural Elements

Installation of the architectural elements can begin once the Building has been closed in and the roof is complete. These elements include the decorative metal cladding, doors, windows, and restroom finishes, among others. With the building dry, temporary climate controls can be provided as necessary to complete this work, including painting, during the winter months.

Task 6 Key Participants:

- John Lunsford – PM – Structural planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Masonry Sub – CMU installation
- Roofing Sub – Roofing membrane installation

Task 6 Critical Components:

- Completion of building roofing and weatherproofing elements prior to the rainy season

TASK 7: SITE CONCRETE & PAVING

TIMELINE: DAY 300 THROUGH DAY 360 / SEPTEMBER 2020 THROUGH NOVEMBER 2020

Sub-task 1: Subgrade Preparation

Similar to the Electrical Building, completion of the site concrete and paving is being planned to accommodate the potential for adverse weather, not the Contract Milestones. Although Milestone 4 requires the Roadway Connection to be complete within 420 days, this duration will expire at the end of January which is typically unsuitable for paving operations. Accordingly, our plan is to complete all of the site concrete and paving work by early November.

Once the CMU wall construction is complete at the Electrical Building, subgrade preparation and final grading around the perimeter of the Building will commence. Careful coordination will need to occur in the vicinity of the Building, however, as access to the Building must be maintained in order to support the balance of the Building's construction.

Sub-task 2: Curbs, Gutters, and Paving

When preparation and grading of the site is complete, Lyles will begin work on the site concrete including the curbs and gutters. Depending on weather forecast and/or site coordination, this work may also need to be expedited. It is possible that weekend work may also be utilized to avoid congestion of the site. Paving operations will commence upon completion of all site concrete. All other work at the site will be paused during paving operations to allow this work to be completed in a single operation, without interruption, to ensure that a high quality product is provided.

Sub-task 3: Site Finishes

Final site finish work will be performed after the completion of site concrete and paving operations. This work will consist of slope finishing, rip-rap installation, and vegetation restoration. All final BMPs will be completed in advance of the rainy season ensuring that any potential for erosion is mitigated.

Task 7 Key Participants:

- **John Lunsford – PM – Site finishes planning and coordination**
- **Paving Sub – Asphalt paving installation**

Task 7 Critical Components:

- **Completion of paving work in compliance with Milestone 4 - Roadway Connection**
- **Completion of all site work in preparation for the rainy season**

TASK 8: COMPRESSED NATURAL GAS (CNG) FUELING STATION

TIMELINE: DAY 375 THROUGH DAY 480 / DECEMBER 2020 THROUGH MARCH 2021

Sub-task 1: System Installation

Installation of the CNG Fueling System will require a coordinated joint effort between our CNG System Subcontractor, San Joaquin Electric, and Lyles. Equipment installation will be performed by the CNG System Sub and the process and electrical connections will be performed by Lyles and San Joaquin, respectively. Special attention will be given to testing of the piping and pressure vessels by Lyles, as part of our routine Quality Control duties, to ensure that the System's integrity and safety are 100% intact prior to commissioning.

Sub-task 2: Startup & Commissioning

Startup and commissioning of the CNG Fueling System is currently scheduled to occur in the spring of 2021. The system will be commissioned on pipeline gas provided by PG&E as biogas will not yet be available from the Expansion Project. Compliance with Milestone 5 will have been achieved and the system will be available for beneficial use by the City when commissioning is complete.

Based on this schedule, the CNG Fueling Facility will be ready nearly 2 months in advance of its Contract Milestone, and 8 months in advance of the Project **Completion End Date identified in the Placer County Air Pollution Control District - Carl Moyer Grant Agreement.**

Task 8 Key Participants:

- **Jon Shugarte – Asst. PM – CNG Fueling System planning and coordination, QC plan implementation**
- **Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support**
- **CNG Fueling System Sub – Installation of fueling system**
- **Electrician – System connection to power and controls**
- **Integrator – Interface with system controls and communication**
- **City of Roseville – O&M Staff – Receive training and prepare for full-time operation**

Task 8 Critical Task Components:

- **Completion of equipment installation**
- **Testing of tanks and piping**

TASK 9: ELECTRICAL AND CONTROL SYSTEMS

TIMELINE: DAY 405 THROUGH DAY 465 / FEBRUARY 2021 THROUGH MARCH 2021

Sub-task 1: Equipment Installation

The installation of the motor control center, variable frequency drives, PLC panels, and local control panels will commence once the interior finishes within the Electrical Building are complete. All of the electrical equipment will be factory tested prior to installation to ensure proper operation in the field.

Sub-task 2: Exposed Conduit and Wire Installation

Installation of the exposed conduit and wire within the building will commence once the electrical equipment is set. Similarly, the exposed electrical components for the CNG Fueling System will be installed as the CNG equipment installation nears completion. These two areas will be prioritized to support early startup and commissioning of the CNG Fueling System as discussed in Task 8. The balance of the exposed electrical components will be installed in coordination with the installation of the HSW, Cogeneration, and BUS system equipment.

Sub-task 3: Electrical System Testing and Validation

Testing and validation (loop checking) of the electrical systems will occur in a staged fashion to support the sequential startup of each of the process mechanical systems. The CNG Fueling Facility electrical system will be tested first as described above.

Sub-task 4: 12kV Switchgear Modifications

The modifications to the 12kV Switchgear (MVSA) located in Electrical Building No. 1 will require careful coordination with Roseville Electric and Plant Operations Staff. Power to the facility will need to be interrupted for up to 8-hours to allow the MVSA to be de-energized so that the required protective relay and breaker modifications can be performed safely. During this outage, critical operations will need to be powered by the PGWWTP's existing standby generators to ensure that the facility's discharge requirements are met at all times. Fortunately, we have great flexibility with respect

to the scheduling of this work and will coordinate with Plant Staff to perform the modifications during a dry-weather, low-flow period.

Task 9 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Electrician – Installation of motor control centers, panelboards, conduit, and wiring
- Integrator – Instrumentation and controls testing and validation

Task 9 Critical Components:

- Installation and testing of all wiring and controls necessary to support operation of the CNG Fueling System
- Completion of lighting, outlets, and misc. building support systems

TASK 10: HIGH STRENGTH WASTE (HSW) RECEIVING STATION

TIMELINE: DAY 465 THROUGH DAY 525 /MARCH 2021 THROUGH MAY 2021

Sub-task 1: System Installation

Installation of the HSW Receiving Station will be preferentially scheduled to occur after the successful commissioning and turnover of the CNG Fueling System. Completion of this work does not fall on the critical path of the project and will be coordinated accordingly.

Sub-task 2: Startup & Commissioning

Startup and commissioning of the HSW Receiving Station will occur upon completion of the mechanical and electrical installation. Final testing of the system will be contingent upon the availability of feedstock from the City and confirmation that the new Digesters being constructed by the Expansion Project are ready to receive the waste.

Task 10 Key Participants:

- Jon Shugarte – Asst. PM – HSW Receiving Station planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 10 Critical Components:

- **Identification of a High Strength Waste feedstock source**
- Operational readiness at the new Digesters

TASK 11: COGENERATION SYSTEM

TIMELINE: DAY 525 THROUGH DAY 790 / MAY 2021 THROUGH JANUARY 2022

Sub-task 1: System Installation

The Cogeneration System consists of four microturbines for the production of electrical power, and a heat exchanging system for the recovery of heat produced by the microturbines. Installation of this system will be preferentially scheduled to just precede the availability of biogas, which is not expected occur until late in the project. This will be done to limit congestion on the site as discussed in Task 2 and, more importantly, to eliminate any potential for a gap in warranty coverage that could result from taking early delivery of the equipment.

Sub-task 2: Startup & Checkout

Mechanical and electrical startup of the Cogeneration System will be coordinated to occur just prior to the completion of Milestone 6. The system manufacturer will inspect all components for proper installation prior to functional testing.

Sub-task 3: Performance Testing

Commissioning and performance testing of the Cogeneration System will be dependent upon the ability of the digesters to produce an adequate amount of quality fuel (biogas). The digesters are being constructed as part of the Expansion Project and, as such, the ERP Project will be reliant upon their performance. Please reference the discussion on “Commissioning Challenges and Opportunities” for more details regarding the coordination that will be required during this Task.

Task 11 Key Participants:

- Jon Shugarte – Asst. PM – Cogeneration System planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 11 Critical Components:

- **Manufacturer’s certification of installation**
- Performance testing coordination with biogas availability

TASK 12: BIOGAS UPGRADING SYSTEM (BUS)

TIMELINE: DAY 615 THROUGH DAY 790 / AUGUST 2021 THROUGH JANUARY 2022

Sub-task 1: System Installation

Installation of the BUS will occur later in the project. It will be preferentially scheduled to align with the availability of biogas from the Expansion Project, like the Cogeneration System. Once the equipment has been set, the manufacturer will be engaged to furnish and supervise the installation of the specialized media that will serve to remove contaminants from the biogas.

Sub-task 2: Startup & Checkout

Mechanical and electrical startup of the BUS will be coordinated to occur concurrently with the Cogeneration System, just prior to the completion of Milestone 6. The system manufacturer will inspect all components for proper installation prior to functional testing.

Sub-task 3: Performance Testing

Commissioning and performance testing of the BUS will be highly dependent upon the availability and quality of the biogas produced by the Expansion Project. Lyles has coordinated the requirements found in the Specifications for both Projects with the CPM Schedule and would like to draw attention to the following:

- Milestone 6 dictates that the ERP must be ready to receive biogas within 700 days, but ERP Specification Section 01 12 16 indicates that it may take up to 750 days for the Expansion Project to deliver. No guarantees are made regarding the quantity or quality of gas to be provided.
- Milestone 7 (Substantial Completion) is set at 790 days for the ERP. This Milestone includes successful commissioning and performance testing of the BUS and Cogeneration System. Based on this, only 40 days are guaranteed to be available to accomplish this goal. This poses a significant risk to the Project.
- Expansion Project Specification Section 01 12 16 indicates that as part of that Project's Milestone E, "Digester gas (biogas) shall be generated by the new Anaerobic Digestion system and conveyed to the Energy Recovery Project". No requirements are stated regarding the quantity or quality of gas to be delivered.

Lyles' experience with the startup of new digesters is extensive. In our experience, achieving steady state operation of a digester typically takes several weeks, but can take longer depending on various conditions (proper heating, time of year, sludge quality and biology, etc.). If the biogas, in terms of both quantity and quality, made available at the 750 day mark is not capable of supporting the full range of performance tests required by the ERP Specifications, Milestones 7 and 8 (Substantial and Final

Completion, respectively) of the ERP will likely be delayed.

Lyles' plan to mitigate this delay currently includes all of the measures identified in Section 1 – Overcoming Challenges. It also includes the significant application of overtime and weekend work as needed to complete commissioning and performance testing of the BUS and Cogeneration System within the time allowed.

Lyles has identified several alternative approaches to this issue and looks forward to developing a collaborative solution with the City.

Task 12 Key Participants:

- Jon Shugarte – Asst. PM – BUS planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 12 Critical Components:

- Startup and check-out of all equipment in preparation for the delivery of biogas from the Expansion Project
- Testing of biogas in advance of commissioning and performance testing
- Completion of requirements in compliance with Milestone 7 – Substantial Completion

TASK 13: PROJECT CLOSEOUT

TIMELINE: DAY 700 THROUGH DAY 820 / OCTOBER 2021 THROUGH FEBRUARY 2022

Sub-task 1: Project Record Documents

The record documents will be maintained throughout the life of the ERP. Lyles will review all of the documents to ensure that they are accurate, up to date, complete, and in compliance with the project requirements.

Sub-task 2: Demobilization

Our final Task will be to demobilize from the project. Our project office, storage containers, and temporary utilities will all be disassembled and removed from the site, restoring the area to its previous condition.

Task 13 Key Participants:

- John Lunsford – PM – Overall planning and coordination
- Jon Shugarte – Asst. PM – Record document preparation and coordination
- Electrician – Record document preparation
- Integrator – Record document preparation

Task 13 Critical Components:

- Completion of requirements in compliance with Milestone 8 – Final Completion

TURNING A CHALLENGE INTO AN OPPORTUNITY

THE CHALLENGE:

Lyles has developed a full CPM Schedule for both the ERP and Expansion Projects. These actions allowed us to identify all of the critical coordination points between the two Projects and to develop the following unique observations:

- The longest path through the ERP Project is through the installation of the BUS and Cogeneration System equipment in preparation for the receipt of biogas. The minimum amount of time required to complete this work is significantly less than the 700 days allowed. However, the ERP Contractor has no inherent motivation to expedite the work due to the unavailability of biogas.
- The longest path through the Expansion Project is through construction of the new Digesters and their supporting systems. The Expansion Project Contractor has no inherent motivation to expedite this work, because 1) the time allowed for this work is sufficient, 2) there is no incentive to do so.
- Given the opportunity, the ERP Contractor would expedite the early delivery of biogas in order to mitigate the risks identified in Task 12 of this Section. Unfortunately, there is no mechanism for accomplishing this. Both Contractors will naturally consume the allotted time, resulting in the longest possible overall schedule with the fewest number of

days allowed for commissioning and performance testing. This will (unnecessarily) increase the ERP Contractors' performance risk.

- If the delivery of biogas is delayed, the ERP will need to be extended. Extending the ERP will increase the risk to the ERP Contractor and the City, and extend job overhead and supervision costs.

In summary: 1) the ERP Contractor has no ability to beneficially expedite the delivery of biogas, 2) the Expansion Project Contractor has no inherent motivation to provide it early, and 3) the City will take on additional risk if it attempts to either expedite the Expansion Project or extend the ERP.

THE OPPORTUNITY:

Lyles has developed numerous lessons-learned through the delivery of over 100 Alternative Delivery projects. One of the most important lessons is related to the allocation of risk. Ideally, project risks are always assigned to the party in the best position to mitigate them. This is not the case in the challenge identified above unless the City capitalizes on an opportunity to have both projects delivered by a single Contractor, which Lyles can provide. Should the City elect to award both the ERP and the Expansion Project to Lyles, all of the identified challenges will be resolved before they have an opportunity to create problems. Lyles will have both the motivation and the control necessary to optimize the schedule for both Projects, thereby reducing risk and delivering the best possible value to the City of Roseville.



SECTION 3

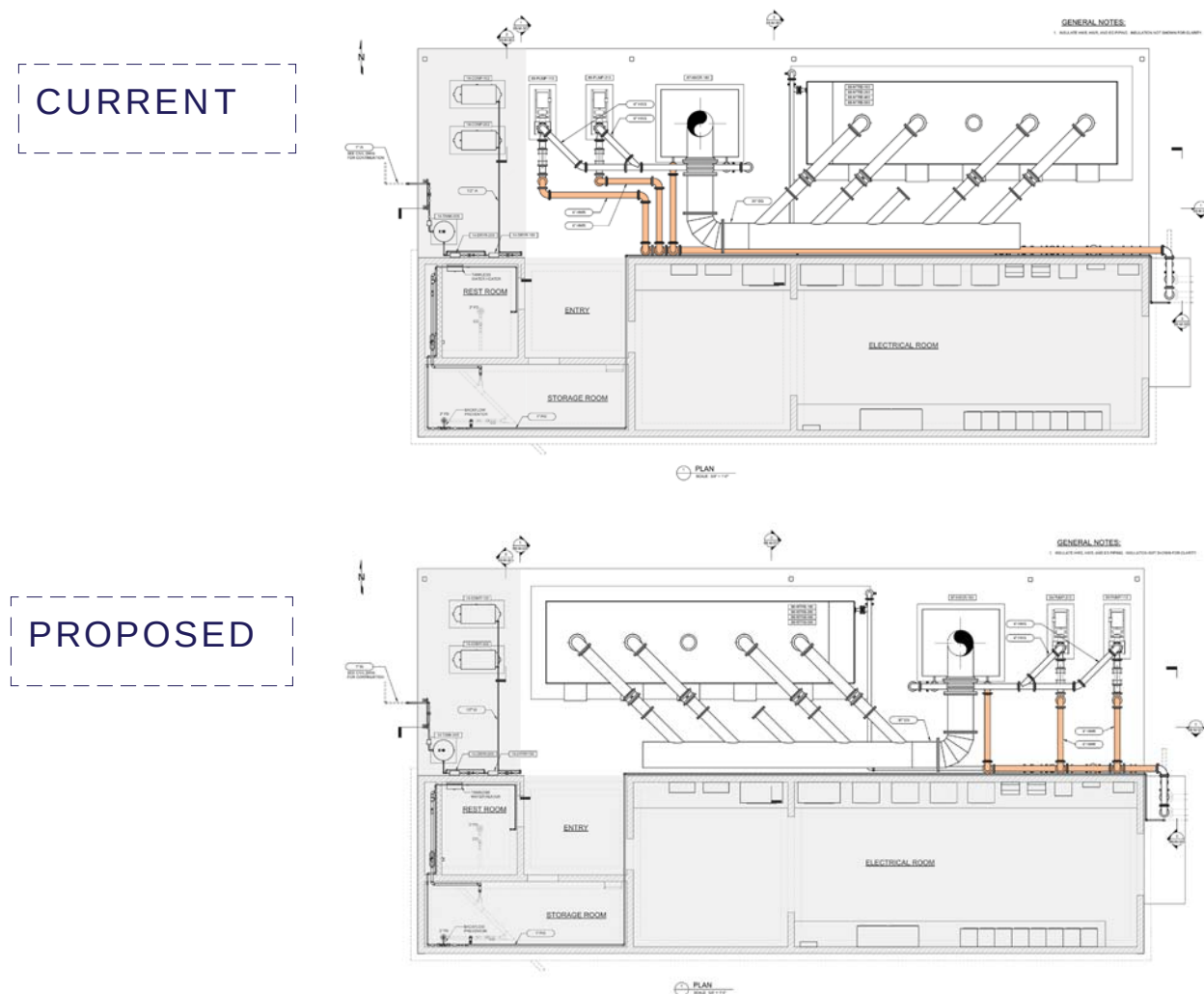
PROJECT COST REDUCTION OPPORTUNITIES

PROJECT COST REDUCTION OPPORTUNITIES

After thorough review of the ERP scope of work, we have identified key items we believe will enhance the existing plan for the new facilities and provide cost savings opportunities during construction. Below is a sample of proposed project cost reduction opportunities.

Opportunity No. 1: Optimize Cogeneration Equipment Layout

The current layout for the Cogeneration Area equipment from east to west is as follows: Microturbines, Exhaust Heat Exchanger, and then Hot Water Pumps. We suggest revising the layout to a mirror image of the current design in order to optimize pipe routing.



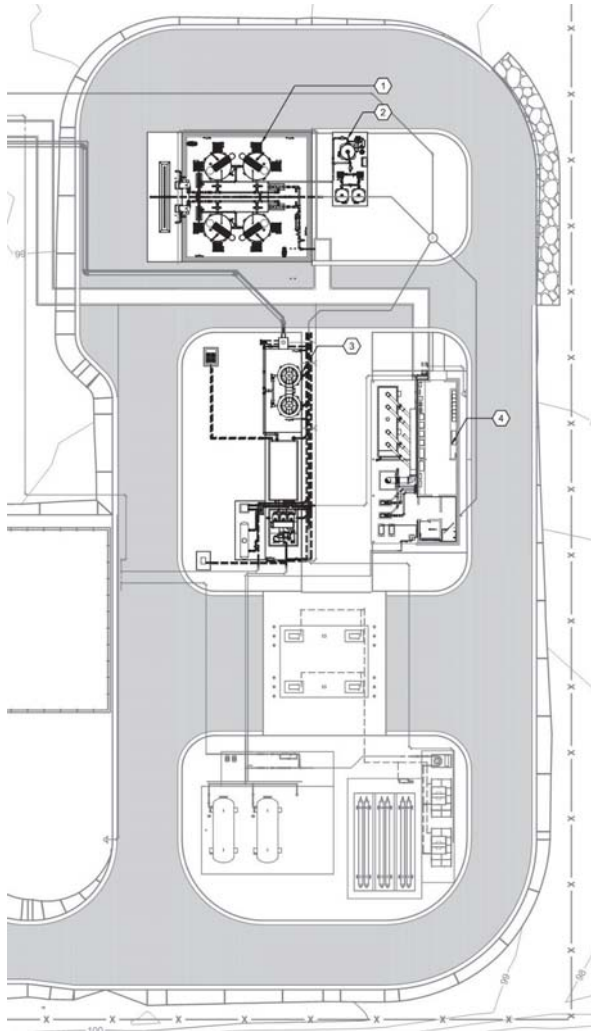
Cost Reduction Ingredients: Approximately 100' less exposed HWR/HWS piping including insulation and supports

Additional Benefits: Reduced heat loss due to shorter piping runs

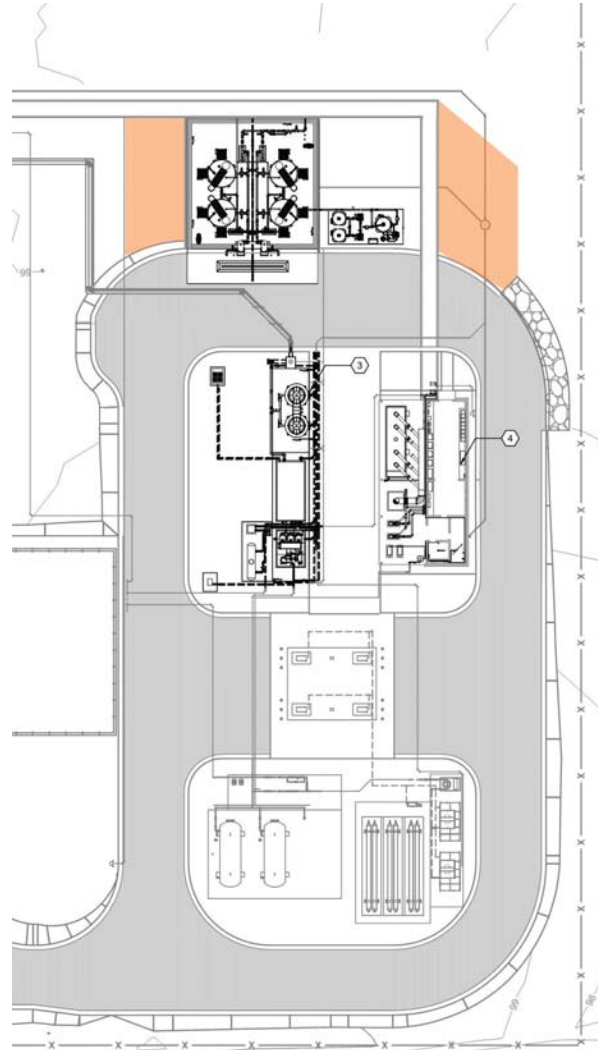
Opportunity No. 2: Optimize High Strength Waste Receiving Station Layout

The current layout for the High Strength Waste Receiving Station and related Odor Control Equipment includes paving on all four sides. We suggest revising the layout to include paved access on one side only with aggregate base roadway for maintenance access on two of the remaining three (3) sides.

CURRENT



PROPOSED

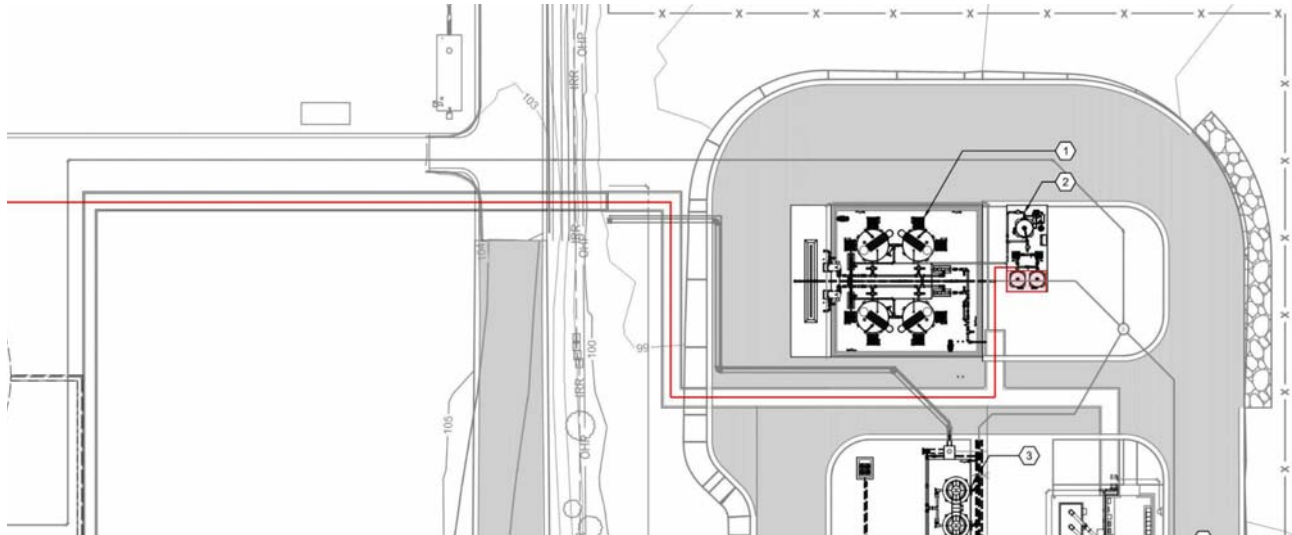


Cost Reduction Ingredients: Approximately 10,000 SF less paving

Additional Benefits:

- Reduced length of precast utility trench within the traffic zone
- Improved drainage within the paved area
- Fewer piping conflicts
- Improved construction schedule

Opportunity No. 3: Utilize Existing Biofilters In-Lieu of Carbon Vessels The Odor Control System being provided for the High Strength Waste Receiving Station includes one (1) BioTrickling Filter and two (2) Activated Carbon Odor Control Units. The media in the Activated Carbon Odor Control Units will require periodic replacement. We suggest routing the foul air from the outlet of the BioTrickling Filter, via the utility trench, to the existing Biofilters located south of the Dewatering Building.



Cost Reduction Ingredients:

- Replacement of the Activated Carbon Odor Control Units with PVC piping
- No periodic removal and replacement of media required

Additional Benefits:

- Fewer pieces of equipment to maintain

Opportunity No. 4: Combine the Energy Recovery and Expansion Projects

The Energy Recovery Project and the Expansion Project will be constructed concurrently. We suggest the City consider the intrinsic value of having a single point of responsibility for both projects.

Cost Reduction Ingredients:

- Reduced job overhead costs through the avoidance of duplicate field offices, temporary utilities, etc.
- Reduced coordination effort for the Engineer, Construction Manager, and Plant Operations staff

Additional Benefits:

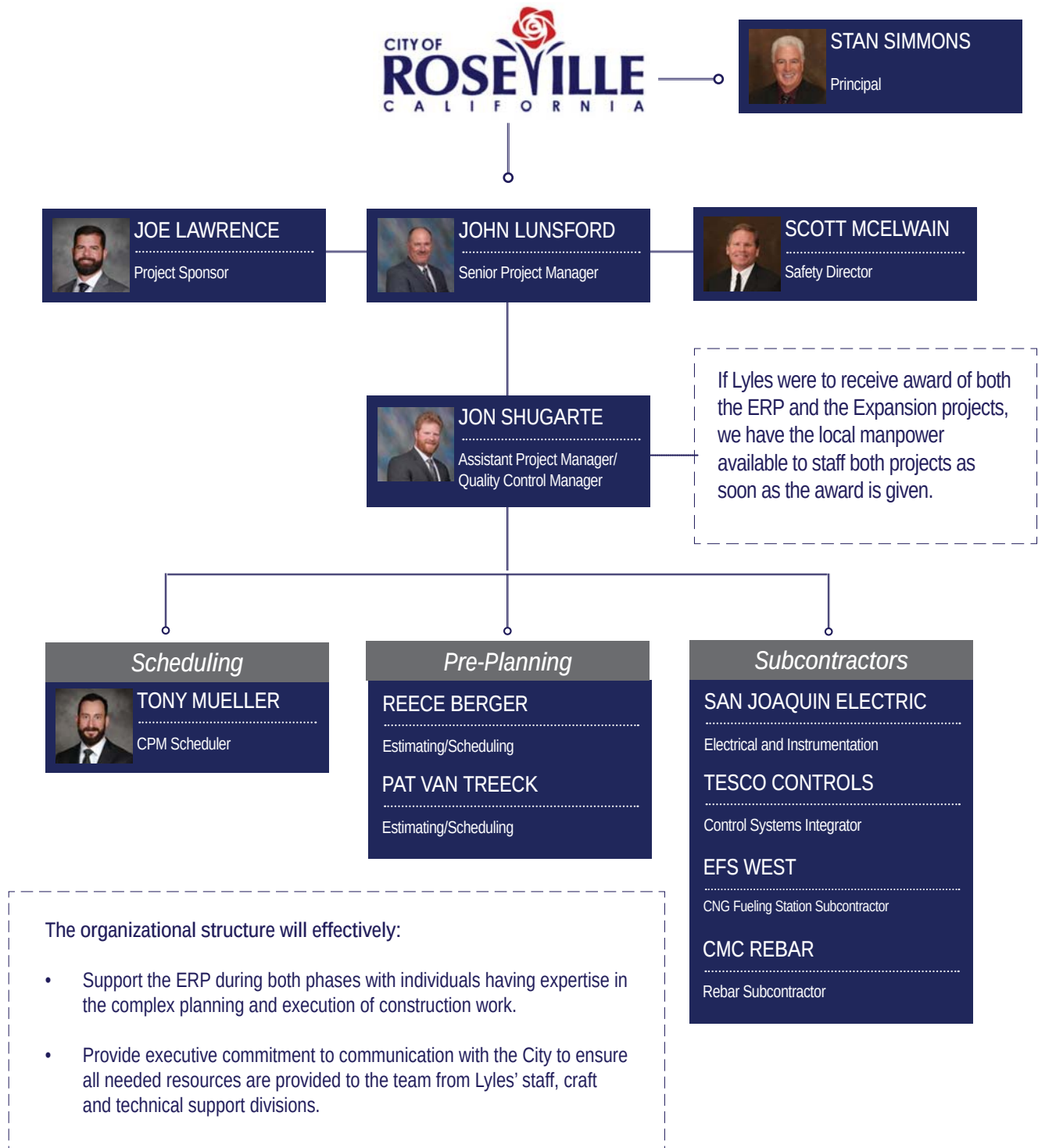
- Improved coordination between projects
- Reduced risk of delay and/or conflict between multiple contractors
- **Opportunity to mitigate start-up and commissioning risks identified in Section 2 'Commissioning Challenges and Opportunities'**



SECTION 4

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE





INCLUDED IN THE SIX (6) QUALIFYING PROJECTS IDENTIFIED IN OUR SOQ



STAN SIMMONS - Principal

Mr. Simmons has been involved with Alternative Delivery projects since 1981, including an integral role from the initial conceptual development stage through final construction of more than \$1.5 Billion of Water and Wastewater Design-Build Projects, routinely serving as Pre-Construction Services Manager and Executive Sponsor for most of the 100 plus alternative delivery projects delivered at Lyles. This experience with similar projects will provide the City of Roseville with useful early cost and schedule certainty to ensure all information is

provided in a timely manner to effectively make value based decisions.

AVAILABILITY: ON DEMAND AND WILL ATTEND MONTHLY EXECUTIVE MEETINGS

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, DB, Executive Sponsor/Estimator, 2018, **\$71,558,825** ⓘ
- CR&R Anaerobic Digestion Facility, DB, 2017, Executive Sponsor/Chief Estimator, **\$33,000,000** ⓘ
- City of Fresno - SE Surface WTP, DBB, Executive Sponsor/Estimator, 2018, **\$162,089,360** ⓘ



JOE LAWRENCE - Project Sponsor

Joe has 17 years of industry experience in the construction of water and wastewater treatment facilities. During this time, he has overseen numerous Alternative Delivery construction projects with a total value in excess of \$200 million. During pre-construction, Joe will channel his previous sponsorship experience to ensure that the project goals are achieved, commit resources to the project, and monitor team performance with the City of Roseville. During construction, he will serve as the first line of off-site management working with John to coordinate project resources and will meet with the City of Roseville on

a scheduled basis to review status and performance. Joe will also lend his expertise to assist the team in identifying savings opportunities and avoiding constructability concerns.

AVAILABILITY: 25%

RELEVANT PROJECT EXPERIENCE

- City of Stockton Regional Wastewater Control Facilities Project, DB, Project Sponsor, In Progress +/- **\$190,000,000**
- City of Davis WWTP Secondary and Tertiary Improvements, DB, Construction Manager/Project Sponsor, 2018, **\$71,558,825** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Sponsor, 2012, **\$29,547,940** ⓘ



JOHN LUNSFORD - Senior Project Manager

John Lunsford has over 29 years of industry experience in the wastewater/water market. John's creative problem-solving capabilities combined with his extensive experience managing self-performed work will ensure that construction advances safely and efficiently. During pre-construction, John will serve as the primary point of contact with the City of Roseville, manage pre-construction services, lead the development of technical solutions and critical decisions. John will also track daily progress to ensure that both the cost report and the schedule have the most up-to-date information. During construction, John will serve

as the on-site, primary point of contact with the City and have overall responsibility for team performance including safety, quality, cost, and schedule.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, Sr. Project Manager, 2018, **\$71,558,825** ⓘ
- Central Contra Costa Sanitary District, Primary Treatment Renovations, Sr. Project Manager, 2001, **\$11,334,214** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, Sr. Project Manager, 2012, **\$29,547,940** ⓘ



JON SHUGARTE - Asst. PM / QC Manager

Jon is a safety-minded PM and Quality Control Manager with 14 years experience in the construction industry and extensive experience in wastewater treatment expansion projects. Working in existing plants has provided Jon the ability to collaborate with owners and project teams and plan work to minimize impacts to operations. During pre-construction, Jon will participate in design support task groups, constructability and value

engineering workshops, and work planning and packaging. During construction, Jon will maintain overall responsibility for project quality, of field-worker safety, subcontract coordination, and process equipment installation.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Engineer/QC Manager, 2012, **\$29,547,940** ⓘ
- Fairfield Suisun Sewer District Secondary Treatment Expansion, DBB, Project Manager, 2009 **\$21,182,911**



SCOTT MCELWAIN - Safety Director
Scott McElwain will serve as the Safety Manager for the PGWWTP ERP. He will be responsible for the planning and implementation of site safety during all field operations of the project. Scott or a Lyles Safety Technician will visit the PGWWTP site weekly and when any critical activities are planned to occur. He will work with our construction team to build safety into our means and methods while considering constructability requirements. Scott is the Lyles Corporate Safety Director and has been involved in construction safety

for almost 20 years, with ten of those years at Lyles. Under his leadership, the Lyles Construction Group has received numerous safety awards from various industry groups, and Scott will ensure that this project meets those award winning standards.

AVAILABILITY: 20%

INDUSTRY RECOGNITION

- Fresno Builders Exchange, 2006 Safety Leadership Award
- Cal OSHA Golden Gate Recognition, Calgren Pixley Ethanol Project, November 2007
- Cal OSHA Golden Gate Recognition, City of Tulare IWWTP Project, February 2009



TONY MUELLER - CPM Scheduler
Tony's involvement in the ERP will be in identifying major decision points that have the largest potential to impact the overall project cost and schedule. Over his 16 years of construction experience, he has developed the schedule for nearly every project he has been involved with. Tony will work closely with the City of Roseville and the Project Team to ensure that critical path activities are well identified so that they receive the focus that they deserve. He will also be responsible for updating the schedule to reflect the actual work performed, preparing monthly reports and narratives for distribution, and assisting

with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

AVAILABILITY: 20%

RELEVANT PROJECT EXPERIENCE

- City of Fresno - South East Surface WTP, Senior Project Manager,/CPM Scheduler 2018, **\$162,089,360** ⓘ
- Moreno Valley RWRP Preliminary Treatment and Acid Phase Anaerobic Digestion, CPM Scheduler, 2012, **\$30,925,375** ⓘ
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**



REECE BERGER - Pre-plan Manager (Civil & Structural)
Reece will be responsible for the development and execution of purchase agreement and subcontracts, and will collaborate with the City of Roseville to prioritize and procure critical submittals and work packages. Reece will collaborate with City Stakeholders, and project team members to support the most efficient review of submittals, work plans, RFI's, as-built drawings, startup, testing and commissioning plans.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- OCS D Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Project Manager, **\$137,944,211**
- Western Riverside County Regional WW Authority 14 MGD Plant Expansion, DBB, Project Manager, 2016, **\$57,822,148**
- Moreno Valley RWRP Preliminary Treatment and Acid Phase Anaerobic Digestion, Estimator, 2012, **\$30,925,375** ⓘ



PAT VAN TREECK - Pre-plan Engineer (Mechanical & Equipment)
Pat will participate in constructability reviews; develop work plans, sequencing, and resources; and provide input for cost and schedule. As the Estimator on the WWTP Secondary and Tertiary Improvements Project for the City of Davis, Pat was responsible for preparing the GMP estimate for all piping and mechanical equipment based on a 60% design package. Pat's extensive knowledge and understanding of treatment plant processes and construction enabled a complete and accurate estimate from the 60% conceptual design. During

construction, Pat worked closely with the Design team and Client to value engineer the piping systems, which resulted in significant project cost savings. This knowledge and experience will assist the City of Roseville in delivering a high-quality project that is on schedule and within budget.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, Project Manager, 2018, **\$71,558,825** ⓘ
- OCS D Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Executive Sponsor/Estimator, **\$137,944,211**
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**



WADE JOHNSON - Principal
San Joaquin Electric

His 30 years of experience in the industry has given him many insights into the electrical construction field. His experience in managing complex installations is second-to-none and includes: water and

wastewater treatment plants, industrial projects, commercial buildings, food processing plants, agricultural installations, automation, PLC control systems, SCADA systems, process instrumentation, pneumatics, petro-chemical facilities, refineries, industrial lighting systems, lighting controls, fiber optics, and security systems. On this project, Wade will take the lead in identifying electrical challenges and opportunities during the design-phase, and ensuring that Fred Lozo, his project manager, has the resources needed to meet the City of Roseville's expectations during the construction phase.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Roseville - Dry Creek WWTP Secondary Clarifier Rehabilitation Project – Sr. Project Manager
- City of Roseville - Pleasant Grove WWTP Ultra-Violet Disinfection Project, Design-Assist – Sr. Project Manager
- City of Roseville - Dry Creek WWTP Cooling Towers Project, Design-Build – Sr. Project Manager



JOSH OAKS - Project Manager
TESCO

With over 20 years of experience in automation systems, Mr. Oaks is an accomplished automation professional who possesses the skills, tact, and experience to lead a project to successful completion. His

direct experience in system installation enables him to relate with field implementation teams on project needs, allowing him to efficiently navigate the needs of a project and its deliverables in the most proficient manner. He communicates and coordinates resources while managing contractual obligations and project schedules.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Roseville – SCADA System Replacement Project, Project Manager - experience with the City's automation, SCADA, and PLC standards.
- San Francisco Public Utilities Commission (SFPUC), WW-613 Southeast WPCP SEP 521/522 & Disinfection Upgrades - Project Manager
- San Jose -Santa Clara Regional Wastewater Authority Digesters and Thickener Facilities Upgrade Project - Project Manager

San Joaquin Electric

Wade Johnson has successfully completed three large Design-Assist projects for the city of Roseville along with many hard bid jobs. His extensive knowledge of the City's electrical and instrumentation specifications and standards make him a valuable asset to the ERP. Wade has 15 years of experience coordinating with the City's I&C department and Roseville Electric with great success. Wade and his project management team are proactive in discovering potential problems long before they become significant issues and can provide timely and cost effective solutions that prevent schedule delays.

San Joaquin Electric (SJE) has been a leader in the commercial electric contracting market since 1980. They have specific expertise in PLC control systems, SCADA systems, process instrumentation, pneumatics, lighting controls, fiber optics, and security systems, all of which are applicable to the ERP. Overall, SJE and its leadership set an example of dedication, diligence, and fine workmanship that makes them successful industry professionals.

Tesco Controls Inc.

TESCO has a longstanding relationship with the City of Roseville and has successfully completed numerous projects for the City since 2003. Over the last 15+ years, TESCO has provided the City with control system planning, design, equipment builds, and implementation; including the design, manufacture, assembly, and integration of Industrial Control Panels, Motor Control Centers, and switchgear. These services have been provided by TESCO for all of the City's treatment plants, including Barton Water Treatment Plant, Dry Creek Wastewater Treatment Plant, and Pleasant Grove Wastewater Treatment Plant.

Most recently, TESCO completed a multi-million-dollar design-assist project for the City that involved all of the City's treatment plants. TESCO worked collaboratively with Roseville Environmental Utilities Department (EUD) to bring this project to successful completion. Additionally, TESCO assisted the City in developing their automation standards, including hardware assets such as Motor Control Centers, pump controls, and automation systems. TESCO's history of working collaboratively with the City coupled with their intimate knowledge of the City's system integration requirements makes TESCO the ideal system integrator for this project.



CMC REBAR - Rebar Subcontractor

For over 60 years, CMC Rebar has fabricated, furnished, and installed rebar and accessories for all construction markets. They operate state-of-the-art fabrication facilities in over 90 locations throughout the U.S. With almost 2.5

million tons of fabricating capacity, they have the national presence and capacity to serve all of our rebar needs with the same consistent level of customer service, no matter where the project is located.

CMC Rebar has provided reinforcing steel to many of America's largest landmark construction projects. At each of their facilities, CMC has the estimating, detailing and fabricating experience to manage any project, no matter what the size or schedule demands may be. For the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, this means that Lyles will have a proven performance partner with the experience that is required in today's demanding construction environment.



PLANNING • DESIGN • CONSTRUCTION

28472 Constellation Rd, Valencia, CA 91355

EFS WEST - CNG Fueling Station Subcontractor

EFS West is a design-build construction firm specializing in the construction of CNG, LNG,

and conventional fuel facilities for commercial and government customers. These customers include Federal and State governments, municipalities, transit agencies, trucking firms, waste haulers, retail gasoline, ports and airports. They combine their design expertise with field construction capabilities to provide comprehensive, turnkey services for design-build fuel system projects. In business since 1993, EFS West is headquartered in Santa Clarita, California. Their management and construction staff includes over 50 construction professionals with experience in all aspects of alternative and conventional fuel system planning, design, permitting, and construction. They can field multiple construction crews capable of ground-up fuel system construction. This capacity allows them to meet the requirement of many of their customers for work at multiple sites concurrently. Their long and successful history is due to very simple concepts: Provide quality work, meet deadlines, and perpetuate their business through satisfied customers. With extensive experience in fuel system projects combined with the long list of repeat business advocates, EFS West was an easy choice to partner with for this project.

ATTACHMENT 1

PROPOSER'S CERTIFICATION OF PROJECT MANAGER EXPERIENCE PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Bid Proposal

The Proposer shall name below their chosen Project Manager who will be assigned to this Project and will be personally present on-site full-time during construction. This named Project Manager must have completed three (3) water and/or wastewater projects since January 1, 2009. One of the listed water and/or wastewater projects must have a contract amount greater than or equal to \$20 million. The Project Manager's demonstrated project experience must be on one or more of the following types of projects:

- a. Industrial and/or Municipal Water Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
- b. Industrial and/or Municipal Wastewater Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract.

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Name of Project Manager: John Lunsford

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 29 years

Number of Years as a Project Manager for your Company: 29 years

List three (3) completed water and/or wastewater treatment plant projects as defined above where the individual named above held the position of Project Manager. One of the projects must have a contract value greater than or equal to \$20 million.

Project #1 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project
Owner: City of Davis
Construction Cost: \$ 32,619,341
Construction Time: 1,493 calendar days
Owner's Representative: Diana Jensen
Owner's Representative Telephone No.: (530) 757-5686
Engineer or On-Site Construction Mgr.: AECOM
Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217
Date of Substantial Completion (must be on or before Jan. 1, 2009): September 28, 2018
Duration of Project (in months) 49

Project #2 Name: Primary Treatment Renovations
Owner: Central Contra Costa Sanitary District
Construction Cost: \$ 11,441,946
Construction Time: 1,229 calendar days
Owner's Representative: Craig Mizutani
Owner's Representative Telephone No.: (925) 229-7361
Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District
Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126
Date of Substantial Completion (must be on or before Jan. 1, 2009): January 22, 2016
Duration of Project (in months) 41

Project #3 Name: Linda County Wastewater Treatment Plant Upgrade
Owner: Linda County Water District
Construction Cost: \$ 29,547,940
Construction Time: 335 calendar days
Owner's Representative: Brian Davis
Owner's Representative Telephone No.: (530) 743-2043
Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering
Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700
Date of Substantial Completion(must be on or before Jan. 1, 2009) : May 23, 2012
Duration of Project (in months) 12

This form shall be fully completed and submitted by the Proposer with the Technical Proposal (Part 1). Proposer is not allowed to provide a substitute form of similar information.

The City may check project references listed above to verify the Project Manager's project experience information provided. The City may also discuss the Project Manager's performance with project references provided above.

It is very important that the Proposer verify that all contact information is current for each name listed above. Failure of the Proposer to provide current and valid project contact information and/or all information required by this certification may be grounds for the City to determine the Proposer to be non-responsive and/or non-responsible and therefore ineligible for consideration of Project award.

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ATTACHMENT 2

PROPOSER'S STATEMENT OF SUBCONTRACTORS PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Technical Proposal (Part 1)

The undersigned Proposer submits herewith a list of subcontractors the Contractor proposes to employ on the Work. Said subcontractors will each perform Work in an amount greater than one half of one percent (0.5%) of the Total GMP submitted in their Cost Proposal (Part 2). This list shall include the proper firm name, their license number and class, city and state of each subcontractor, and the portion of the Work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the Work; and that the Contractor shall not subcontract said portion of the Work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of City Council pursuant to the provisions of Section 4107 of the Public Contract Code. The Contractor shall list only one subcontractor for each portion of the Work to be done as defined by the Contract Documents.

The Proposer's attention is directed to the provisions found in Section IV.B, Section 4 - PROJECT TEAM QUALIFICATIONS AND EXPERIENCE, which stipulates the percent of the Work to be performed with the Proposer's own forces. The City will determine the percentage of the Work self-performed by the Proposer, by subtracting the total percentage of below listed subcontractors work from 100%.

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date
Asphalt Paving	0.8%	Martin Brothers Construction	Sacramento, CA	726454	10000000174 Exp. 6/30/2022
Reinforcing Steel	0.8%	CMC Rebar West	Tracy, CA	778010	1000000298 Exp. 6/30/2022
Masonry	1.0%	Townsend & Schmidt Masonry	Sacramento, CA	186559	1000000879 Exp. 6/30/2020
Painting & Coatings	0.8%	Mason Painting, Inc.	Orangevale, CA	819987	1000008947 Exp. 6/30/2020
CNG Fueling System	14.3%	EFS West	Valencia, CA	826003	1000011646 Exp. 6/30/2020
HVAC	0.5%	Blocka Construction, Inc.	Fremont, CA	679326	1000000447 Exp. 6/30/2022
Pipe Insulation, Sheet Metal Framing, & Gypsum Board	1.6%	Performance Contracting, Inc.	North Highlands, CA	474795	1000004922 Exp. 6/30/2022

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date
Electrical & Instrumentation	13.0%	San Joaquin Electric, Inc.	Sacramento, CA	410103	1000002857 Exp. 6/30/2020

Add additional sheets, if necessary.

ATTACHMENT 3

PROPOSER'S SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Bid Proposal

1. The undersigned Proposer represents that, if awarded the Agreement, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Proposer warrants that the equipment and materials manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance tests reveal that the equipment or material does not meet Contract Document requirements or the manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted baseline CPM construction schedule. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid Proposal non-responsive and may be the basis for rejection of the Bid Proposal.
2. All major Equipment shall be included in the bid proposal according to the following:
 - (a) Not used.
 - (b) The following Major Equipment Schedule Table designates major equipment items to be provided. All costs for providing these equipment items shall be included in the Bid Proposal (Part 2). The Proposer shall indicate which Manufacturer/Supplier of equipment they propose to provide, by checking ONE of the named, listed items and, if the Proposer desires to propose an "or equal" equipment item, by writing in a proposed "or equal." If the Proposer writes in a proposed "or equal," the Proposer shall also check one of the named, listed items. It is the Proposer's responsibility that all equipment to be provided, either checked or proposed "or equal" write-in, meet the requirements of the Specifications.
 - (c) The opinion of the City's Representative will be the final determination of whether a write-in "or-equal" meets the design intent. In the event that the City's Representative allows the Proposer's proposed "or equal" material or equipment item for use as an "or equal", the proposed "or equal" material or equipment item shall be provided for the amount included in the GMP with NO change in GMP. Should the write-in proposed "or equal" item be determined "not equal" by the City's Representative, then the Proposer hereby agrees to provide the checked Manufacturer/Supplier item for the amount included in the Proposer's GMP. Should a Proposer fail to indicate which named manufacturer or supplier the Proposer's GMP is based on, or checks more than one named Manufacturer/Supplier per listed equipment item, the Proposer hereby agrees to provide the Manufacturer/Supplier item noted as "A" for the amount included in the Proposer's GMP with NO change in the GMP.
 - (d) Allowances of proposed "or equal" equipment does not constitute a waiver of the Specifications. Proposed "or equal" equipment is defined as equipment proposed and named by the Proposer under the Manufacturer/Supplier column in the Major Equipment Schedule Table as equal and equivalent to the specified equipment.
 - (e) Proposed "or equal" equipment will only be considered after award and execution of Agreement by the City Council. For each "or equal" (write-in) equipment item, Contractor shall submit a properly completed, MATERIAL/PRODUCT SUBSTITUTION REQUEST FORM (PER SECTION 01 60 00.01) within thirty-five (35) calendar days after the date of the Notice to Proceed. Proposed "Or Equal" Substitution Form must be completely filled out, certified and include all required supporting documentation to allow the City's Representative and Engineer to assess the "or equal" acceptability of the product or system. Failure to submit all the required information within the established time limit shall be grounds for determination that the proposed "or equal" major equipment item is "not equal" to the named, listed Manufacturer/Supplier equipment item.

(f) Within 30 calendar days after receiving the proposed "or equal" major equipment submittals, the City's Representative will notify Contractor, in writing, as to whether or not the submitted proposed "or equal" equipment, if any, are accepted as meeting the general specification requirements. The consideration of this equipment shall not be construed to indicate final acceptance by the City, nor relieve the Contractor and/or Manufacturer/Supplier of the equipment from providing the post-Agreement award submittal information.

(g) To be deemed equal, the proposed "or equal" equipment shall be the same or better than the specified named product with respect to features, materials of construction, function, performance, reliability, quality, general dimensional configuration, operations and maintenance access and costs, and static and dynamic loads. Determination of equality in reference to the project design requirements will be made by the City's Representative.

(h) No proposed "or equal" major equipment will be considered unless, in the opinion of the City's Representative and Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

(i) Design of this Project is based upon the Manufacturer/Supplier equipment item noted as the "A" item in the Major Equipment Schedule Table. When a "B," "C," or "D" named item is named in the Major Equipment Schedule Table, the equipment or product of this "B," "C," or "D" named manufacturer or supplier is deemed "or equal" in quality; however, should a Proposer propose providing a "B," "C," or "D" named item, or proposed "or equal" (write-in) equipment, the Proposer shall comply with the following:

1) The Proposer shall include in the GMP all additional costs (including all general construction, process mechanical, HVAC, plumbing, electrical, and instrumentation and control work), required to accommodate, furnish, and install the proposed equipment or material, training, and spare parts.

(2) Contractor shall reimburse the City for Engineer's time and expense charges associated with the review of proposed "or equal" Major Equipment or System submittals, subsequent notification to Contractor of disposition, and any associated modifications to the Drawings.

**MAJOR EQUIPMENT OR MATERIAL SCHEDULE
SUPPLIED BY CONSTRUCTION CONTRACTOR
For the PGWWTP ERP**

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
26 12 19	Medium Voltage Transformers	A. (X) Eaton Cooper Power Systems B. () ABB C. () Schneider Electric D. () Square D E. () _____ "or equal" write-in
26 24 19	Motor Control Centers	A. (X) Eaton B. () General Electric C. () Square D D. () _____ "or equal" write-in
43 10 01	CNG Fueling System	A. () ANGI Energy Systems B. (X) J.W. Operating Company C. () _____ "or equal" write-in

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
43 24 51	Progressing Cavity Pumps	A. (X) Moyno, no equals
43 24 72	Chopper Pumps	A. (X) Vaughan, no equals
43 32 77	Biogas Upgrading System	A. (X) Unison Solutions B. () _____ "or equal" write-in
43 41 32	High Strength Waste Tanks	A. (X) Central Valley Tank _____ Write-in
43 42 21	Welded Steel Pressure Vessels	A. () Manchester Tanks B. () Highland Tanks C. (X) NJ McCutchen D. (X) Modern Custom Fab _____ "or equal" write-in
44 31 16	Activated Carbon Odor Control Equipment	A. () ECS B. (X) Evoqua Water Technologies C. () Daniel Mechanical D. () _____ "or equal" write-in
44 31 21	Biotrickling Filter Odor Control Equipment	A. () BioAir B. (X) Evoqua Water Technologies C. () Daniel Mechanical/GES D. () Biorem E. () _____ "or equal" write-in
48 31 16	Microturbine Combined Heat and Power Generation	A. (X) Capstone B. () _____ "or equal" write-in

END OF SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIER

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SECTION 5

CONTRACTOR'S QUALITY CONTROL PROGRAM

CONTRACTOR'S QUALITY CONTROL PROGRAM

OVERVIEW

In construction, a Quality Control Program (QCP) can be defined simply as "a systematic Program employed by a Contractor to fulfill a project's requirements for quality as defined by the Contract Documents". At W.M. Lyles Co., (Lyles) we believe that the Contractor always has complete responsibility for the quality of the work and our experience has taught us that in order for a QCP to be successful, it must include the following ingredients:

Program Organization - Identification of the personnel responsible for implementation of the QCP, their individual responsibilities, and the requirements for communication between project stakeholders

Program Standards - Identification and definition of the specific quality standards to be met

Preparatory Controls - Description of the proactive actions that will be taken to ensure that the Program Standards are met

Confirmation Procedures – Description of the specific actions that will be taken to inspect the work and document activities affecting quality

Corrective Controls - Description of the corrective actions that will be taken in the event that the Program Standards are not met

Based on this, the following QCP outline has been developed specifically for the ERP. This outline describes both the methodology and procedures that will be utilized by Lyles to ensure that our finished product complies with all of the Project's quality standards.

QUALITY CONTROL PROGRAM

I. Program Organization

A. Authority and Responsibilities of QC Manager

1. Establishment of the QCP

- a. Develop the procedures and controls needed to assure optimum quality throughout all phases of the Project.
- b. Assign responsibility for the execution of various QC functions to members of the Project Team.
- c. Develop the checklists and forms necessary

to document verification that the Work is in compliance with the Contract Documents.

- d. Develop the reports and documentation necessary to record the enforcement and effectiveness of the QCP.

2. Implementation and enforcement of the QCP

- a. Conduct Pre-Installation Conferences prior to the start of each Division, Section, or major item of Work.
- b. Supervise the execution of the various QC functions by members of the Project Team.
- c. Verify that all materials, equipment, and procedures utilized in the execution of the work are in conformance with the Program Standards
- d. Perform initial, in-process, and final inspections on each segment of work.
- e. Identify, report, and reject defective and/or non-conforming work and identify and monitor corrective actions.
- f. Generate Monthly QC Report.

II. Program Standards

A. Contract Documents

1. Prescriptive and/or performance based requirements identified in the Specifications
2. Prescriptive and/or performance based requirements identified in the City of Roseville Standard Drawings
3. Prescriptive and/or performance based requirements identified in applicable Building Codes

B. Stakeholder Requirements

1. Quality outcomes desired by the City and its Operations and Maintenance Staff
2. Quality outcomes desired by the Neighborhood and the Community at large
3. Quality outcomes desired by the Engineer
4. Quality outcomes desired by Lyles and its sub-

contractors and suppliers

III. Preparatory Controls

A. Submittal Control

1. Under the supervision of the QC Manager, the Project Team will review all Submittals prior to them being forwarded to the Engineer for approval. This review will consist of verifying that the Submittals are complete, that they are in conformance with the Contract Documents, and that they have been coordinated with any related and/or affected work.

B. Off-site Quality Control, Inspection, and Material Certification

1. When required by the Contract Documents, Source Quality Control Programs and/or Material Certifications will be furnished by various suppliers. These items, as well as other required qualifications, certifications and test results will be furnished to the Engineer via Submittals under separate cover.

2. When deemed necessary by the QC Manager due to the identification of poor quality material or equipment, copies of a manufacturer's Quality Control Program(s) and/or visits to their off-site facilities may be required.

C. Pre-Work Activities

1. Completion of a Pre-Installation Conference to ensure that the required preparations for the execution of upcoming work have been performed.

2. Review of all relevant Contract Documents, Submittals, RFI's, Change Orders, and the CPM Schedule.

3. Review of all relevant QC procedures, testing and/or inspection requirements, and notification requirements.

4. Verification that all preceding work has been properly completed and accepted by the QC Manager and/or the City's Representative.

5. Physical review to confirm that all materials and equipment needed to execute the work to be performed is on-site, available, and ready to be incorporated.

IV. Confirmation Procedures

A. Initial Inspection

1. Prior to proceeding with additional work of the affected scope, the Initial Inspection must be successfully completed and any related QC Field Observation Memos must be signed-off by the QC Manager

B. In-Process Inspection

1. Once a specific item of work has successfully passed its initial inspection, work may continue to completion. During execution of the work additional reviews will be performed to assure that the quality present during the accepted Initial Inspections is maintained.

2. Noted deficiencies which are repetitive in nature will be brought to the attention of the responsible party for immediate correction via a Field Observation Memo. The QC Team will suspend the work in question until a plan for correction, including a recovery schedule, is submitted and approved by the QC Manager.

C. Final Inspection

1. Once the work of a specific scope has been completed, Final Inspection will be called for by the installing party. The scheduling of this inspection will be accomplished by the installing party's completion of a Final Inspection Request (FIR) which is to be submitted to the QC Manager. Upon receipt of this FIR and prior to performance of the final inspection, the QC Team will verify that all previously issued Field Observation Memos have been cleared and that any required testing has been performed.

2. During the Final inspection, all deficiencies will be recorded on a follow-up Field Observation Memo which will be returned to the responsible party for immediate implementation of any required corrections.

D. Confirmation Tests

1. All confirmation tests required to be performed by the Contractor will be done in accordance with the requirements of the Contract Documents and the applicable Program Standards.

2. All confirmation tests required to be performed by the City will be coordinated and scheduled with the City Representative.

E. Documentation Procedures

1. Upon completion of each inspection and/or test, a record (checklist, form, Field Observation Memo, etc.) will be generated in accordance with the QCP.

V. Corrective Controls

A. Identification and Documentation

1. Deficiencies identified during each phase of the project will be documented through the use of Submittal Review Forms, Daily Inspection Logs, Testing Records, and Field Observation Memos, as applicable.

B. Notification

1. Immediately following the identification and documentation of a deficiency, all responsible parties will be notified and a copy of all relative documentation will be provided.

C. Execution

1. Upon notification, the responsible parties will coordinate with the QC Manager to identify the corrective actions to be taken. Corrective work will not commence without the approval of the QC Manager. All corrective work will be subject to the Confirmation Procedures outlined above.

D. Recurrence Prevention

1. Recurrence of deficiencies is to be avoided at all cost. At the discretion of the QC Manager, parties responsible for repetitive deficiencies may be required to perform more significant corrective actions including, but not limited to, the following:

- a. Create modified and/or specialized Quality Control Plans outlining revised techniques for preventing the subject deficiencies.
- b. Replace the specific individuals responsible for the deficiencies with qualified staff (includes both craft and management).
- c. Have the work performed by a 3rd party at the responsible party's expense.

The Right Experience

Linda County Water District – WWTP Upgrade & Expansion

CONTRACT VALUE: \$29,547,940

% OF SELF-PERFORMANCE: 65 %

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction
4. Clarifiers



Upgrade and expansion of the existing 1 MGD wastewater plant to a 5 MGD Title 22 Reclaimed

Water Facility on a 27 acre site. Work included conversion of an existing clarifier to a storage tank, new Influent Diversion Structure, Headworks, Primary Clarifiers, Activated Sludge Basins, Secondary Clarifiers, Filter Feed Pump Station, Tertiary Filters, Control / Blower / Laboratory Building, Sludge Drying Beds, HDPE-lined and concrete-lined Sludge Lagoons, Stormwater Detention Basins, Sludge Thickening Facility, electrical and instrumentation with SCADA integration, site grading, paving and yard piping.

Proposed Quality Control Manager for the ERP, Jon Shugarte was responsible for ensuring the highest quality standards were met with respect to safety, budget and schedule. John worked in collaboration with Linda County Water District to get the project up and running, on-time and under budget. We perform all Quality Control on many projects especially for our many private clients. This approach has further enhanced our ability of our field forces to deliver unparalleled quality with limited oversight. In addition, we work for clients on the other end of the spectrum that have extremely rigid inspection. The combination of these experiences has resulted in the best quality in the business delivered by a "do it right the first time" mentality.



SECTION 6

CONTRACTOR'S CONSTRUCTION SCHEDULER QUALIFICATIONS



TONY MUELLER

CPM Scheduler

16 Years
Experience

FIRM/TITLE

W. M. Lyles Co.

TENURE WITH FIRM

16 years

EDUCATION

- Bachelor of Science, Construction Management, Northern Arizona University, 2003

BUSINESS EXPERIENCE

- W. M. Lyles Co., Southern Division, Assistant Vice President, 2003 to Present

RESPONSIBILITIES

- Prepares iterative schedules as part of GMP
- Works with project team on logic, duration, resources
- Develops and maintains pre-construction schedule
- Prepares Project Schedule updates
- Evaluates re-sequence options, schedule savings

Anthony (Tony) Mueller is W. M. Lyles Co.'s (WML) proposed CPM Scheduler for the Pleasant Grove WWTP Energy Recover Project. He brings over 16 year of construction experience and has been responsible for developing the schedule on near every project that he has managed. As both Project Manager and CPM Scheduler on this Project, Tony will work closely with both City Staff and the Project Team to ensure that critical path activities are well identified so that they receive the focus that the deserve. He will also be responsible for updating the schedule to reflect actual work performed, preparing monthly reports and narratives for distribution, and assisting with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

One great example of Tony's scheduling capability can be found in Appendix C – Baseline CPM Schedule. The sample CPM schedule included in the Appendix is, in fact, a preliminary schedule for the Energy Recover Project as developed by Tony.

WHY TONY?

- Proven experience developing CPM schedules for many of Lyles qualifying projects, including; City of Fresno, SE Surface Water Treatment Facility, and the Moreno Valley Regional Water Reclamation Plant
- 16 years of CPM scheduling experience dealing exclusively in the wastewater market
- Lives and works local to the City of Roseville, so he is invested in the successful completion of the ERP Project

RELEVANT PROJECT EXPERIENCE

City of Fresno - SE Surface Water Treatment Facility, DBB, 2018, \$162,089,360 Project Executive

Project Relevance:

- CPM Schedule created by Tony
- Two (2) secondary clarifiers
- Included State Revolving Funds

Construction of a complete and operable 80 MGD surface water treatment facility to produce potable drinking water that meets the requirements of California Administrative Code, Title 22 for potable drinking water including; construction of temporary construction facilities, construction of 72" raw water and treated water transmission piping, two conventional flocculation/ sedimentation pretreatment basins with inclined plate settlers, two concrete intermediate ozone contact basins and an ozone generation facility, eight dual media GAC filters, 8 million gallon treated water reservoir, treated water pump station, chemical building, maintenance building, wash water recovery and solids handling lagoons, wash water recovery pump station, standby generators, electrical substation, site grading and paving, process and utility piping, and site fencing and landscaping. Created and maintained a 3800 activity P6 scheduling for an accelerated 33 month construction schedule. This schedule was cost and

resource loaded.

Moreno Valley Regional Water Reclamation Plant, DBB, 2012, \$29,761,402, Senior Project Manager/CPM Scheduler

Project Relevance:

- Plant Expansion
- Odor control facility
- Anerobic digesters

Upgrade of existing 15.8MGD water reclamation plant to 18.5MGD, including yard structures, headworks, influent pump station, grit basins, power and blower buildings, chemical scrubber odor control facility, secondary effluent pump station, tertiary effluent/utility water pump station, tertiary effluent meter vault, acid-phase digester and flare, methane-phase digester, digested sludge storage tanks, low pressure digester gas holder, 15KW generator, boiler facility, electrical buildings, and related appurtenances.

Palmdale Water Reclamation Plant Stage Five Plant Expansion, Phase I, DBB, 2012, \$114,116,000, Project Manager

Project Relevance:

- Plant Expansion Upgrade
- Diegesters
- Included State Revolving Funds
- Plant remained fully operational during construction

Expansion of existing 9MGD water reclamation plant to 15MGD, including final sedimentation tanks, aeration tanks, chlorine contact tank, digester, digester cleaning bed, Title 22 tertiary cloth disk filters, dissolved air flotation units, RAS pump station, digester transfer and sludge recirculation pump station, chemical facilities, generator and air compressor buildings, boiler house, switchboard building, operations and lab building, and associated pipelines.

Linda County Water District – Wastewater Treatment Plant Upgrade & Expansion, DBB, 2012, Executive Sponsor, \$29,149,127

Project Relevance:

- Two (2) primary clarifiers
- Two (2) secondary clarifiers
- Electrical & Instrumentation systems
- WWTP upgrade and expansion

Construction of a new 5MGD Wastewater Treatment Plant on a 27 acre site adjacent to an existing treatment plant. New facilities include a headworks, two primary clarifiers, four activated sludge basins, two secondary clarifiers, filter pump station, six effluent filters, sludge thickening system, sludge drying beds, sludge lagoons, site grading, and associated piping, electrical, and instrumentation systems. Upgrades to the existing plant include the demolition of existing facilities and modifications to the existing effluent pump station.

City of Galt WWTP – Tertiary Filtration, UV Disinfection, & Biosolids Improvements, DBB, Estimator, 2010, \$11,732,000

Project Relevance:

- Numerous shut-downs & tie-ins to existing facilities
- WWTP expansion
- Included State Revolving Funds
- Plant remained fully operational during construction
- Key Personnel: Stan Simmons, Joe Lawrence, John Lunsford, Jon Shugarte, Tony Mueller, Wade Johnson and TESCO

Expansion of an existing Wastewater Treatment Plant to 6MGD including tertiary filtration and ultraviolet disinfection capabilities, a biosolids dewatering facility, biosolids storage and transfer facilities, operations and electrical building, pump stations, backup power generation, and additional infrastructure. American Public Works Association (APWA) Project of the Year 2010. Expedited delivery: 12 month contract time.



SECTION 12

IRAN CONTRACTING ACT DISCLOSURE

ATTACHMENT 6

IRAN CONTRACTING ACT DISCLOSURE FORM To be submitted with Sealed Technical Proposal (Part 1)

GENERAL

GENERAL REQUIREMENTS

PURSUANT TO THE IRAN CONTRACT ACT OF 2010 (CALIFORNIA PUBLIC CONTRACT CODE, SECTIONS 2202-2208), PROPOSERS ARE INELIGIBLE TO PROPOSE ON PROJECTS WITH A PUBLIC ENTITY FOR GOODS OR SERVICES OF ONE MILLION DOLLARS (\$1,000,000) OR MORE IF THE PROPOSER ENGAGES IN INVESTMENT ACTIVITIES IN IRAN.

PROPOSERS MUST PROVIDE THE BELOW DISCLOSURE FORM AS A MANDATORY SUBMITTAL FOR ALL PROJECTS IN EXCESS OF \$1,000,000. THE IRAN CONTRACTING ACT DISCLOSURE FORM SHALL BE SUBMITTED BY ALL PROPOSERS AS A MANDATORY SUBMITTAL.

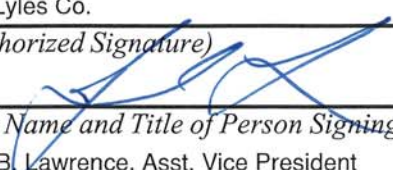
(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options on the following page. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i> W. M. Lyles Co.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Joseph B. Lawrence, Asst. Vice President	
<i>Date Executed</i> 7/22/2019	<i>Executed in</i> Rocklin, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>



SECTION 13

PROPOSER CERTIFICATIONS AND SIGNATURES PROPOSAL FORM

ATTACHMENT 7

PROPOSER'S CERTIFICATIONS AND SIGNATURES PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Technical Proposal (Part 1)

In response to the Request for Bid Proposals (RFBP), Section I, dated June 3, 2019 and in accordance with the accompanying SELECTION PROCESS AND INSTRUCTIONS TO PROPOSERS, Section II, the undersigned hereby proposes to City to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by City), and to perform all operations necessary and required for construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, in accordance with the Contract Documents, and any Addenda thereto, for the Total Guaranteed Maximum Price (GMP) and all other terms submitted in the Bid Proposal.

This Bid Proposal constitutes a firm offer to City, which cannot be withdrawn for 120 days from and after the date set for receiving Bid Proposals, or until the Agreement is fully executed by City, whichever is earlier.

The undersigned Proposer hereby certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; has carefully checked all of the words and figures shown on its Bid Proposal; has carefully reviewed the accuracy of all statements in this Bid Proposal and attachments hereto; and understands and agrees that City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid Proposal.

The undersigned Proposer has, by careful examination of the Contract Documents, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract Documents, and all other matters that can in any way affect the Work or the cost thereof.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within fifteen (15) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Project award and prior to award of the Agreement by the City Council.

The undersigned Proposer certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 422390 and the classification of said license is A, B, and the said license expires 5/31/2020.

The undersigned Proposer certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The number of said registration is 1000001448, and the said registration expires 6/30/2022.

The undersigned Proposer certifies that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such work without immediate divulgence of such fact to the City. Proposers submitting a Bid Proposal in response to this RFBP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. **If a Proposer has no conflicts of interest, a statement to that effect must be added to this ATTACHMENT 7.** Violation of this section shall be a material breach of the Agreement entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFBP, including any method of coercion, confidential financial arrangement or financial

inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the Agreement or any Work to be conducted as a result of this RFBP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that the designated project team, including subcontractors, will be used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer
1	06/04/19	
2	06/18/19	
3	06/27/19	
4	07/03/19	
5	07/10/19	
6	07/12/19	

IF PROPOSER IS:
An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: () FAX Number: ()

Email Address of Authorized Representative: _____

A Partnership

Partnership Name (typed or printed): N/A

By: _____
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Corporation

Corporation Name (typed or printed): W. M. Lyles Co.

State of Incorporation: California

By: _____ (SEAL)
(Signature - attach evidence of authority to sign)

Name (typed or printed): Joseph B. Lawrence

Title: Asst. Vice President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): Ruben Moreno, Jr.

Date of Qualification to do business is: 5/19/1982

Business Address: 1210 W. Olive Ave., Fresno, CA 93728

Phone Number: (559) 441-1900 FAX Number: (559) 487-7949

Email Address of Authorized Representative: jlawrence@wmlylesco.com

If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.

A Limited Liability Company

Limited Liability Company Name: N/A

By: _____
(Signature of Managing Partner or Officer - attach evidence of authority to bind the LLC under the
LLC's articles of organization)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

CERTIFICATION

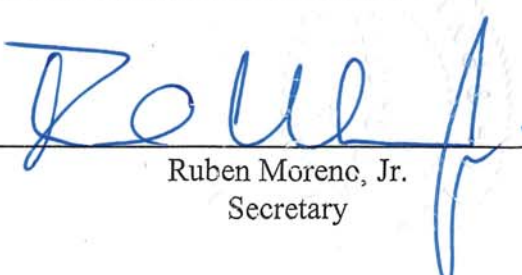
This is to certify that I, Ruben Moreno, Jr., am the Secretary of W. M. Lyles Co., that W. M. Lyles Co. (formerly known as Pac-Nine Construction), is a California Corporation incorporated May 6, 1982, and that the attached Sections 7, 8, 9, and 10 from Article IV of the Bylaws are true and accurate copies, and that said Bylaws were duly adopted by the Board of Directors of the Corporation at its meeting on December 14, 1983, and Sections 7, 8, 9, and 10 of Article IV have not been amended to this date.

I further certify that at various duly called meetings of the Board of Directors of W. M. Lyles Co. held on October 4, 2010, October 11, 2012, June 17, 2013, October 1, 2013, May 19, 2017, March 29, 2018, and October 1, 2018, the following officers were elected:

Stanley H. Simmons – President/CEO/Treasurer (CFO)
Kenneth D. Strosnider – Executive Vice President
Robert P. Saleen – Senior Vice President
David H. O'Dear – Assistant Vice President/Assistant Secretary
Joseph B. Lawrence – Assistant Vice President
Kevin R. Shigematsu – Assistant Vice President
Anthony M. Mueller – Assistant Vice President
Ruben Moreno, Jr. - Secretary
Scott R. Fults – Assistant Secretary
Chanel L. Prince – Assistant Secretary

I also certify as of the date of this certification no changes have occurred.

DATED: July 22, 2019



Ruben Moreno, Jr.
Secretary

all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more vice presidents, and one or more assistant secretaries or treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the Chairman of the Board need not be directors. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers need not be shareholders of the corporation.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board or by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chief Executive Officer or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, removal, resignation, disqualification or any other cause shall be filled in the manner prescribed in the By-laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-laws.

Section 7. CHIEF EXECUTIVE OFFICER. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-laws.

Section 8. PRESIDENT. In the absence or disability of the Chief Executive Officer, the President shall perform all of the duties of the Chief Executive Officer and when so acting shall have all of the powers of and be subject to all of the restrictions on the Chief Executive Officer. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Chief Executive Officer, the Board of Directors or the By-Laws.

Section 9. VICE PRESIDENT. In the absence or disability of the President, the vice presidents in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors or the By-laws.

Section 10. SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal

office or such other place as the Board of Directors may order of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent a share register or a duplicate share register showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by law or by the By-laws to be given, and he shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-laws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the Chief Executive Officer and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation and have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the By-laws.

Attachment 7

Conflict of Interest

We hereby certify that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such without immediate divulgence of such fact to the City.

W. M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President



SECTION 14

SWRCB CWSRF FORMS



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Blocka Construction, Inc.		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No. 9061	Assistance Agreement ID No. (if known)	Point of Contact Lori Magruder	
Address 4455 Enterprise Street, Fremont, CA 94538			
Telephone No. 510-657-3686		Email Address bids@blockainc.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity CWSRF	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	HVAC	\$106,450.00

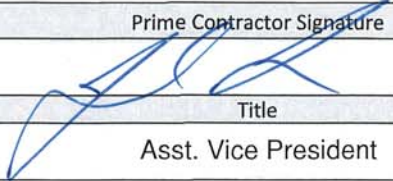
DBE Certified By: DOT ☒ SBA	Meets/exceeds EPA certification standards?
Other: <u>Supplier Clearinghouse</u>	YES NO <u>Unknown</u>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	June 22, 2019

Subcontractor Signature	Print Name
	Patricia Jean Blocka
Title	Date
CFO/COO	7/17/19

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Martin Brothers Construction		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Nick Rutherford, Estimator	
Address 8801 Folsom Blvd Suite 260 Sacramento, CA 95826			
Telephone No. 916-381-0911		Email Address estimating@martinbrothers.net	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
--	Asphalt Site Paving	\$179,417.25
DBE Certified By: <u>N/A</u> DOT <u>N/A</u> SBA Other: <u>* See Below</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

* Martin Brothers Construction is currently only certified as a MBE under the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission

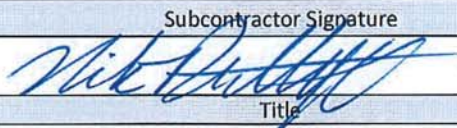
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	June 22, 2019

Subcontractor Signature	Print Name
	Nick Rutherford
Title	Date
Estimator	July 16, 2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT 8



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Mason Painting		Project Name PGWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known) 55943	Point of Contact Gus Kelley	
Address P.O. Box 1115 Orangevale CA 95662			
Telephone No. (916) 852-8060		Email Address guskellymasonpainting@gmail.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Painting & Coatings	\$197,156

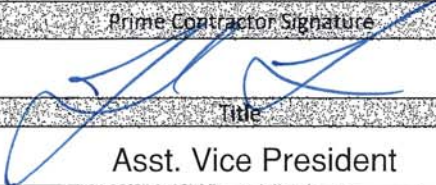
DBE Certified By: <u>DOT</u> <u>SBA</u> Other: <u>CA Department of General Services</u>	Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>
--	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	Jun 22, 2019

Subcontractor Signature	Print Name
	Scott Dorn
Title	Date
Treasurer	7/22/19

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 9

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name W. M. Lyles Co.		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Joseph B. Lawrence	
Address 1210 W. Olive Avenue, Fresno, CA 93728			
Telephone No. (559) 441-1900		Email Address jlawrence@wmlylesco.com	
Issuing/Funding Entity Clean Water State Revolving Fund			

I have identified potential DBE certified subcontractors. YES ☒ NO ☐			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Blocka Construction, Inc.	4455 Enterprise Street, Fremont, CA 94538 Phone: (510) 657-3686 Email: ahollander@blockainc.com	\$106,450.00	Yes
Martin Brothers Construction	8801 Folsom Blvd., Suite 260, Sacramento, CA 95826 Phone: (916) 381-0911 Ext. 131 Email: cdennis@martinbrothers.net	\$179,417.25	Yes
Mason Painting, Inc.	P.O. Box 1115, Orangevale, CA 95662 Phone: (916) 852-8060 Email: guskellemasonpaint@gmail.com	\$197,156.00	Yes

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 22, 2019

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FORM 4500-4 (DBE Subcontractor Utilization Form)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

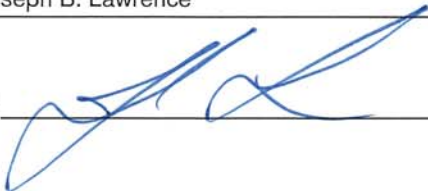
1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: W. M. Lyles Co.

CERTIFIED BY:

NAME: Joseph B. Lawrence TITLE: Asst. Vice President

SIGNATURE:  DATE: July 22, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

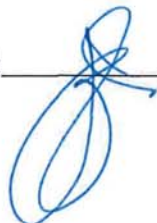
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Blocka Construction, Inc.

CERTIFIED BY:

NAME: Patricia Jean Blocka TITLE: CFO/COO

SIGNATURE:  DATE: 7/17/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: CMC Rebar West

CERTIFIED BY:

NAME: Andy Wulff TITLE: Regional Sales Manager

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: EFS WEST INC.

CERTIFIED BY:

NAME: ART BABCOCK TITLE: PRESIDENT

SIGNATURE:  DATE: 7-22-19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

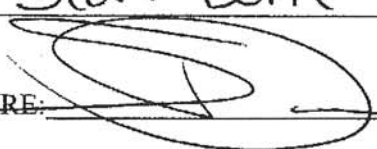
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Mason Painting Inc

CERTIFIED BY:

NAME: Scott Dorn TITLE: Treasurer

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

**CONSOLIDATED APPROPRIATIONS ACT
BUY AMERICAN IRON AND STEEL CERTIFICATION**

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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N/A

 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Martin Brothers Construction

CERTIFIED BY:

NAME: Nick Rutherford TITLE: Estimator

SIGNATURE:  DATE: July 16, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Performance Contracting Inc.

CERTIFIED BY:

NAME: Dan Saxin TITLE: Estimator / Project Engineer

SIGNATURE: Dan DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: San Joaquin Electric

CERTIFIED BY:

NAME: Wade Johnson TITLE: Vice President

SIGNATURE:  DATE: 7-22-19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: TOWNSEND & SCHMIDT MASONRY

CERTIFIED BY:

NAME: TROY D. BREWER, TITLE: VICE PRESIDENT

SIGNATURE: T D. B. DATE: JULY 19, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)



POINT-OF-CONTACT:

Joe Lawrence

(916) 375-1833

jlawrence wmlylesco.com



W.M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

EXHIBIT C

GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price ("GMP")** as of the date of execution of this Agreement is twenty-three million, three hundred forty-nine thousand, seven hundred twenty-nine dollars (\$23,349,729.00). Subject to the provisions of this Agreement, 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 in this Exhibit C. 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 this Agreement.

Included in the GMP is the following total amount for worker protection pursuant to California Labor Code Section 6707:

\$ 10,000

B. ALLOWANCES: Allowances and Allowance Amounts are listed in Exhibit D.

C. 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. The following are categories of cost and expense to be paid by City to Contractor as Cost of the Work:

1. **Hourly Field Labor:** The cost of all labor employed by Contractor in performing the Work will be calculated at the Initial Hourly Field Labor Rates set forth below. Those rates include wages, fringe benefits, government mandated payments (workers compensation insurance and SSI), travel and subsistence.

The Hourly Field Labor Rates will be adjusted during the Project whenever the prevailing wage rate determined by the Department of Industrial Relations for a worker classification changes (Note that this does not apply to any changes to labor rates required to be paid per the Davis Bacon wage determination) or in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such agreement. All changes to the prevailing wage rates must be submitted by the Contractor and approved by the City.

For labor not covered by a rate set forth below, the cost of labor is defined as follows:

The cost of hourly field craft labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the Work by the Contractor will be the sum of the following:

- 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.
- 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.

EXHIBIT C-1

GMP, COST OF WORK AND FEE

Actual General Liability insurance burden, if it is applied to Contractor's payroll. Contractor 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.

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 less than the current applicable wage for each classification as established by the greater of the two wage rates between the State of California Director of Industrial Relations and the Davis Bacon Wage Determination (APPENDIX A-2 of the Request for Bid Proposal).

Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Construction Equipment below), bonuses of any kind and safety incentives.

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 Director of Industrial Relations.

2. **On-Site Management and Administrative Labor:** Wages and Salaries of Contractor's management and administrative personnel assigned to this Project to directly manage and administer the Work on-site are included in the table below. These positions may include a Principal-in-Charge or Project Director, On-site Project Manager, On-site Project Engineer, On-site Field Engineer, On-site Superintendents listed by trade or title, General Foreman, On-site Office Manager, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following table for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge or Project Director 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.

On-Site Management & Administrative Positions Hourly Rate Table

On-Site Management & Administrative Position	Hourly Rate
Principal-in-Charge	\$ 125.00
Project Manager	\$ 115.00
Assistant Project Manager	\$ 105.00
Project Engineer	\$ 75.00
Administrative Assistant	\$ 40.00

Contractor is allowed to charge up to a maximum of 50 hours per week to the City for each full-time assigned management and administrative personnel even if an employee works more than 50 hours in a week (this maximum hour limit is for employee's total hours for both Pleasant Grove Wastewater Treatment Plant projects). The Contractor can only charge for supervisory management and administrative hours if they also pay those same hours to the employee that worked up to 50 hours in any given week. The Contractor is not allowed to charge for any supervisory management and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers, Division/Area Managers, or Operations Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators,

EXHIBIT C-2

GMP, COST OF WORK AND FEE

Business Supervisors, Human Resources and Accountants are not allowed to charge any hours to the Project. The anticipated cost of such personnel shall be included in the Contractor's Fee Mark-up Schedule for the Project under the Contractor's Fee Mark-up subsection below.

3. **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 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.
4. **Construction Equipment:** The initial Contractor Owned Equipment Rates approved for billing to the City are found at the end of this exhibit. All changes to these Contractor Owned Equipment Rates must be submitted by the Contractor and approved by the City prior to billing City for Work performed. Approved changes to equipment rates is not an allowable increase in the GMP. 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. 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. 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, provided, however, that the Contractor Owned Equipment Rates set forth below will apply.

Equipment not owned by Contractor which is rented by Contractor and used in performing Work will be paid by 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. City-operated equipment will also be paid by 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 City up to a maximum of four (4) hours total travel time each way.

Equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3.0%) of total hourly field labor costs as defined above to cover the cost of small tools and safety supplies for Work directly performed at the Site.

5. **Subcontractors and SubTier Subcontractors:** The Contractor will be paid for all Work performed by 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 Section 01260, CONTRACT MODIFICATIONS.
6. **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 special services may also include reasonable attorney's fees incurred in connection with preparation or negotiation of this Agreement with the City and subcontracts for the Work. The Contractor will be paid for special services in accordance with Article 12, PAYMENT AND COMPLETION, and based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

EXHIBIT C-3

GMP, COST OF WORK AND FEE

7. **Bonds and Insurance:** The Contractor will be paid the actual cost for the required bonds, 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).
8. **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 Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, and as required in the Specifications, including mobilization and demobilization of same. There will be no warranty reserve.
9. **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 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.
10. **Preconstruction Services:** The Cost of Work will include all Design Assist Services including preplanning and preconstruction service costs incurred by Contractor prior to beginning of construction, and other Design Assist Services required throughout the construction period.
11. **Builder's Risk Policy Deductible:** The Contractor will be paid up to a maximum amount equal to the Builder's Risk Policy Deductible amount (not to exceed \$100,000), for construction costs sustained by the Contractor as a result of a loss covered by the Contractor's Builder's Risk Policy and approved for coverage compensation by the Builder's Risk insurance carrier. The Contractor will not be paid for any Builder's Risk losses that resulted from the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

D. ITEMS NOT INCLUDED IN THE COST OF WORK:

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 above.
2. Expenses of Contractor's principal office and offices, other than the Site office.
3. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
4. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
5. Hours in excess of 50 hours per week for each full-time assigned management and administrative personnel even if a management or administrative employee works more than 50 hours in a week.
6. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
7. Costs that would cause the GMP to be exceeded.

EXHIBIT C-4

GMP, COST OF WORK AND FEE

8. Any costs incurred after City's Final Acceptance of the Project.

E. CONTRACTOR's MARK-UP FEES: The Contractor's mark-up fees for general overhead and profit shall be paid by the City in accordance with the table below.

Contractor's Fee Mark-up Schedule for the Project

Item d.1	Hourly Field Labor	23.0 %
Item d.2	Management and Administrative Labor	Included in hourly rates
Item d.3	Materials	7.0 %
Item d.4	Construction Equipment	23.0 %
Item d.5	Subcontractors and Sub-Tier Subcontractors	7 %
Item d.6	Special Services	7 %
Item d.7	Bonds and Insurance	7 %
Item d.8	Direct Job Overhead Expenses	7 %

EXHIBIT C-5

GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Hourly Field Labor Rates

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	OVERTIME RATES	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
Carpenter (Area 3 thru 6/30/20)	Foreman	49.08	30.49	11.36	90.93	120.62	150.32
	Journeyman	44.62	30.49	10.42	85.53	112.53	139.52
Millwright (Area 3 thru 6/30/20)	Foreman	51.62	32.09	11.91	95.62	126.85	158.08
	Journeyman	47.12	32.09	10.97	90.18	118.69	147.20
Operator (Area 1 thru 6/30/20)	Foreman	49.14	31.13	11.29	91.56	121.29	151.02
	Group 2A	48.14	31.13	11.08	90.35	119.47	148.60
	Group 3	46.01	31.13	10.63	87.77	115.61	143.44
	Group 3A	46.40	31.13	10.71	88.24	116.31	144.38
Laborer (Area 2 thru 6/30/20)	Group 4	44.63	31.13	10.34	86.10	113.10	140.10
	Foreman - Specialist	33.99	24.85	7.78	66.62	87.18	107.75
	Journeyman - Specialist	31.49	24.85	7.25	63.59	82.64	101.69
Cement Mason (thru 6/30/20)	Foreman	41.55	26.31	9.97	77.83	102.97	128.11
	Journeyman	37.10	26.31	9.03	72.44	94.89	117.33
Laborer GF (Varnes)	Lab FM	48.00	24.85	10.72	83.57	112.61	141.65
Carp GF (Flannigan)	Carp GF	52.00	30.49	11.97	94.46	125.92	157.38
Carp Super (Larson)	Carp Superintendent	63.10	30.49	14.31	107.90	146.07	184.25

EXHIBIT C-6

GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Contractor Owned Equipment Rates

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Passenger Car	10.50	
SUV	10.50	
Boom Truck	54.10	
Dump Truck - T370	23.70	
Maintenance Truck	19.30	
Water Truck	34.20	
Gang Truck	14.10	
Flatbed Truck - 24'	15.70	
1/2 Ton Pickup Truck	10.50	
Mid-size Pickup Truck	10.50	
3/4 Ton Pickup Truck	12.60	
1 Ton Pickup Truck	12.60	
Excavator - 349	149.10	
Excavator - 336	109.80	
Forklift	12.10	
Loader Backhoe - 430	47.80	
Loader Backhoe - 410	42.00	
Loader Backhoe - 310	42.00	
Hydro Crane - 30ton	59.90	
Hydro Crane - 50ton	72.00	
Hydro Crane - 60ton	72.00	
Hydro Crane - 65ton	86.10	
Hydro Crane - 80ton	140.00	
Lattice Crane - 110ton	110.00	
Reachlift	31.00	
Motor Grader - 14	93.00	

EXHIBIT C-7

GMP, COST OF WORK AND FEE

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Skip Loader	24.00	
Wheel Loader - IT-28	49.40	
Wheel Loader - 950	59.90	
Wheel Loader - 962	65.10	
Skid Steer - 246	30.00	
Air Compressor	15.80	
Compactor - MVH-408	18.00	
Street Sweeper - VT651	33.72	
Street Sweeper - Lay-mor 8H	17.90	
Welder - 300	7.10	
Generator - 160	35.00	
Pipe Threader	31.50	
Scissor Lift	5.30	
Boom Lift	42.20	
Dump Trailer - 6'x10'	3.70	
Flatbed Trailer - up to 4-1/2ton	6.80	
Utility Trailer - 6'x12'	6.80	
Fuel/Lube Trailer	24.20	
Traffic Trailer	73.00	
Light Tower	10.50	
Water Tower - 10,000gal	5.95	
Water Trailer - 500gal	3.30	

*****END OF EXHIBIT C*****

EXHIBIT C-8

GMP, COST OF WORK AND FEE

Not applicable to this Agreement

EXHIBIT D

ALLOWANCES AND ALLOWANCE AMOUNTS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Item #	Allowance Description	Allowance Amount
1		
2		
3		
4		
5		
6.		

DUTIES OF CONTRACTOR

- A. Plan allowance Work collaboratively with the Construction Manager and City's Representative to control allowance costs and avoid impacts to the Progress Schedule.
- B. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
- C. Obtain competitive proposals from material suppliers, including:
 - 1. Quantity.
 - 2. Complete description of product and services provided under allowance.
 - 3. Unit cost.
 - 4. Total amount of purchase.
 - 5. Taxes and delivery charges.
- D. On notification of selection, enter into purchase agreement with designated supplier.
- E. Arrange for delivery and unloading.
- F. Install products in accordance with Contract Documents.
- G. 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.

EXHIBIT D-1

ALLOWANCES AND ALLOWANCE AMOUNTS

- H. 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.

DUTIES OF CONSTRUCTION MANAGER

- A. Consult with Contractor and City in consideration of equipment or material and suppliers.
- B. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
- C. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
- D. Notify Contractor of final equipment, supplier or system selection to allow Contractor to begin submittal and procurement.
- E. Review cost to date information submitted by the Contractor and prepare Change Orders as required for City approval.

ADJUSTMENT OF COSTS

- A. 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.
- B. 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

DESIGNATION OF SUBCONTRACTORS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

In accordance with California Public Contracting Code Section 4100, et seq., the Contractor certifies that the following licensed subcontractors will perform work or labor or render service to Contractor in or about the construction of the Work, or will specifically fabricate and install a portion of the Work according to Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the GMP.

Work to be Performed	Subcontractor's License Number and Classification(s) and DIR Registration Number	Subcontractor's Name and Complete Street Address
Asphalt Paving	License: 726454 Classification: A DIR: 1000000017	Martin Brothers Construction 8801 Folsom Blvd, Suite 260 Sacramento, CA 95826
Reinforcing Steel	License: 778010 Classification: C50 DIR: 1000000114	CMC Rebar 12451 Arrow Route Etiwanda, CA 91739
Masonry	License: 186559 Classification: C29 DIR: 1000000879	Townsend & Schmidt Masonry 8788 Elder Creek Rd Sacramento, CA 95828
Painting and Coating	License: 819987 Classification: C33 DIR: 1000008947	Mason Painting, Inc. 3242 Luyung Dr Rancho Cordova, CA 95742
CNG Fueling System	License: 826003 Classification: A, B, C10, HAZ Certification DIR: 1000011646	EFS West 28472 Constellation Rd Valencia, CA 91355
HVAC	License: 679326 Classification: C20, A, C10, B DIR: 1000000447	Blocka Construction, Inc. 4455 Enterprise St. Fremont, CA 94538
Pipe Insulation, Sheet Metal Framing, & Gypsum Board	License: 474795 Classification: B, C2, C9, C33, C35, C61, C10, C23 DIR: 1000004922	Performance Contracting, Inc. 3030 Orange Grove Ave. North Highlands, CA 95660
Electrical & Instrumentation	License: 410103 Classification: C10 DIR: 1000002857	San Joaquin Electric, Inc. 2342 Teepee Dr Stockton, CA 95205

END OF EXHIBIT E

EXHIBIT E-1

DESIGNATION OF SUBCONTRACTORS

EXHIBIT F

COMPLETION TIMES AND LIQUIDATED DAMAGES

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Times Allowed for Completion

In accordance with the provisions of Article 9.2, **Contract Time**, the following milestone completions, completion periods, substantial completion and final completion contract times 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:

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
Substantial Completion Milestone 2: Natural Gas Line for Boiler Service	360
Substantial Completion Milestone 3: Potable Water, Utility Water, and Sanitary Sewer Yard Piping	390
Substantial Completion Milestone 4: Roadway Connection	420
Substantial Completion Milestone 5: Vehicle Fueling Facility	540
Substantial Completion Milestone 6: Digester Gas Availability	700
Substantial Completion Milestone 7: All Work	790
Milestone 8: Final Completion of all Work	820

The requirements for Substantial Completion are set forth in Article 12.12 of the Agreement. See Section 01 12 16 – WORK SEQUENCE for a complete listing and description of the Project milestones.

Damages for Delays

In accordance with the provisions of Article 9.5, **Liquidated Damages**, for the period of time that any portion of the Work remains unfinished after the time fixed in above **Times Allowed for Completion**, 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.

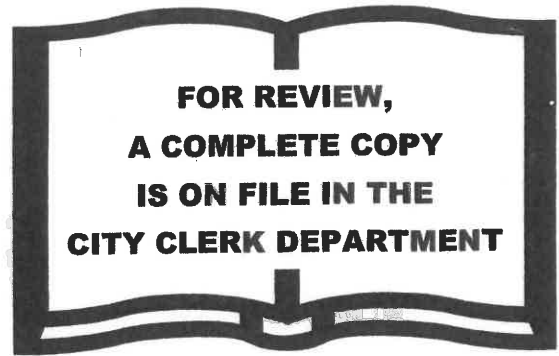
Contractual Completion Event	Daily Liquidated Damages
Substantial Completion Milestone 2: Natural Gas Line for Boiler Service	\$2,500.00
Substantial Completion Milestone 3: Potable Water, Utility Water, and Sanitary Sewer Yard Piping	\$1,000.00
Substantial Completion Milestone 4: Roadway Connection	\$1,000.00
Substantial Completion Milestone 5: Vehicle Fueling Facility	\$1,000.00
Substantial Completion Milestone 6: Digester Gas Availability	\$2,00.00

Contractual Completion Event	Daily Liquidated Damages
Substantial Completion Milestone 7: All Work	\$3,500.00
Milestone 8: Final Completion of all Work	\$1,600.00

Weather Days

In accordance with the provisions of Article 9.4.2.C, Weather Delays, an allowance of twenty (20) working days of weather caused delay have been included in the time allowed for completion. 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 as specified in Section 01 32 16 - 1.08, PROGRESS SCHEDULES AND REPORTS.

*****END OF EXHIBIT F*****



CONTRACT DOCUMENTS

VOLUME 1 of 4:

REQUEST FOR BID PROPOSAL (RFBP)

FOR

DESIGN-ASSIST AND CONSTRUCTION

OF

PLEASANT GROVE WASTEWATER TREATMENT PLANT

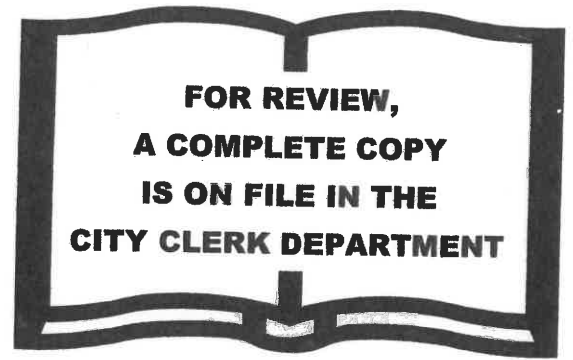
ENERGY RECOVERY PROJECT

INCLUDING:

Bid Proposal Selection Process, Instructions,

Requirements and Forms

June 3, 2019



CONTRACT DOCUMENTS FOR

***DESIGN-ASSIST AND CONSTRUCTION OF
PLEASANT GROVE WASTEWATER TREATMENT
PLANT ENERGY RECOVERY PROJECT***

VOLUME 2 of 4: AGREEMENT

INCLUDING:

Agreement and Agreement Exhibits

June 3, 2019

Note: Final Executed Agreement will be conformed to all Addenda and incorporate final negotiations with Proposer prior to award of Agreement.



**Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747**

**Specifications
(Volume 3 of 4)**

**FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT**

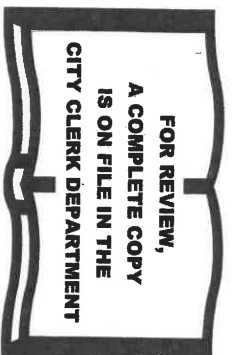
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

**For Pre-Proposal Information, contact:
Tracie Mueller
916-774-5688
TRMueller@roseville.ca.us**

Proposal Opening: Monday, June 3, 2019 Roseville Contract #: 30950-6130 / 153507-45



PLEASANT GROVE
WASTEWATER TREATMENT PLANT



ENERGY RECOVERY PROJECT

FINAL DESIGN SUBMITTAL - NOT FOR CONSTRUCTION
DRAWINGS VOLUME 4 of 4

MAY 2019

APPROVED Richard T. Rosen, PE DATE 5-14-19
DIRECTOR OF ENVIRONMENTAL UTILITIES
APPROVED L. T. Rosen DATE 5-7-2019
WASTEWATER UTILITIES MANAGER
APPROVED Adam Rosen, PE DATE 5-8-19
DESIGN ENGINEER
SUBMITTED Adam Rosen, PE DATE 5/3/2019
PROJECT MANAGER

Roseville Contract No: 30950-6130 / 153507-45

Brown and Caldwell

USE OF DOCUMENTS

THIS DOCUMENT, INCLUDING THE ENGINEER'S SEAL, IS THE PROPERTY OF BROWN AND CALDWELL, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF BROWN AND CALDWELL, INC.

NO.

REVISION

DATE

BY

SCALE

LINE IS 1/8" = 1' IF THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT, IT SHALL BE ADJUSTED TO THE APPROPRIATE SCALE.



DESIGNED BY: A. ROSEN
DRAWN BY: M. ROSEN
CHECKED BY: A. ROSEN
APPROVED BY: A. ROSEN

CITY OF ROSEVILLE
CALIFORNIA
PLEASANT GROVE WASTEWATER TREATMENT PLANT
ENERGY RECOVERY PROJECT

COVER SHEET

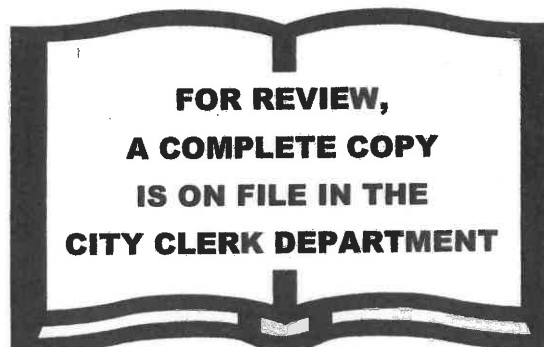
GENERAL

FILE NAME: 44802_20_0_01714
PROJECT NUMBER: 30950-6130
PLANT DESIGNATION: PG
SHEET NUMBER: 00-G-000



**PLEASANT GROVE
WASTEWATER
TREATMENT PLANT
ENERGY RECOVERY
PROJECT**

ADDENDA





COUNCIL COMMUNICATION

CC #: 0420

File #: 0900-02-02-1

Title: Pleasant Grove Wastewater Treatment Plant Expansion Project - Plans and Specifications and Design-Assist and Construction Agreement Approval

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

Meeting Date: 11/6/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

- 1) Approve the Design-Assist and Construction Agreement for the Pleasant Grove Wastewater Treatment Plant Expansion Project with W.M. Lyles Company in the amount of \$54,400,000.00 and adopt a resolution authorizing the City Manager to execute it; and
- 2) Authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 5% (\$2,720,000.00) or not to exceed a total contract amount of \$57,120,000.00.

BACKGROUND

The City of Roseville (City) owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP) on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The PGWWTP Expansion Project will increase the plant's treatment capability by adding primary clarification and anaerobic digestion of primary solids and waste activated sludge. Staff expects this increase will provide sufficient capacity to accommodate growth within the Pleasant Grove wastewater shed through 2040. In addition, the two new anaerobic digesters will produce digester gas that will be supplied to the PGWWTP Energy Recovery Project (which is being constructed as a separate project) for generation of renewable compressed natural gas (rCNG) to be used by the City's solid waste collection vehicles as fuel, and production of electrical power to offset a portion of the PGWWTP's power demands. Other facilities that will be installed in support of the primary clarifiers and anaerobic digesters include odor control facilities, an electrical building, a solids thickening building, sludge pumping systems, a digester control building, a waste gas burner, two boilers, and conversion of two waste activated sludge holding tanks to a centrate storage and digested sludge holding tank.

Construction of the PGWWTP Expansion Project is to be completed over a 31-month period, with completion expected in June 2022.

On March 6, 2019, the City released Pre-qualification #08-050, which was titled "Request for Statements of Pre-Qualification from Interested General Contractors for the PGWWTP Expansion Project and/or the PGWWTP Energy Recovery Project and/or Both above Projects Independently". A total of 11 contractors submitted a Statement of Pre-Qualification (SOPQ) on April 1, 2019. Based on the Environment Utility Department (EUD) staff review and scoring of the SOPQ submittals, six contractors were pre-qualified for submittal of bid proposals for the PGWWTP Expansion Project, of which four of those contractors were pre-qualified to possibly be awarded both the PGWWTP Expansion Project and the PGWWTP Energy Recovery Project.

On May 29, 2019, the City released a Request for Bid Proposal for Prequalified General Contractors for the PGWWTP Expansion Project (RFP #08-052). The City held a Mandatory Preproposal Meeting on June 12, 2019, which resulted in disqualification of one of the prequalified contractors. On July 29 2019, two of the five pre-qualified general contractors submitted bid proposals for the PGWWTP Expansion Project. The bid proposals were evaluated by EUD staff and ranked based on the criteria specified in RFP 08-052. Staff determined that W.M. Lyles Company provided the best value relative to the design-assist and construction services required.

FISCAL IMPACT

The cost for the agreement is \$54,400,000.00, which will be expended over a 31-month period. Funding for this Project is provided under the capital improvement projects for the SPWA. The SPWA board has authorized the Pleasant Grove Wastewater Treatment Plant Expansion Project. This project is jointly funded between SPWA Regional Partners (approximately 65% City of Roseville, 11% Placer County and 24% South Placer Municipal Utility District).

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Expansion Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017), and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). The improvement plans included in the design-assist and construction agreement are consistent with the project evaluated in the certified Final IS/MND and the Addendum, and consequently no additional CEQA action is required for the design-assist and construction agreement approval.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-474

Design-Assist and Construction Agreement

Agreement Exhibit A

Agreement Exhibit B

Agreement Exhibits C - F

Plans & Specifications

RESOLUTION NO. 19-474

APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF
THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT,
BY AND BETWEEN W.M. LYLES CO. AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an agreement for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion project, by and between W.M. Lyles Co. and the City of Roseville, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Environmental Utilities Director 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 five percent (5%) 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

AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF

Pleasant Grove Wastewater Treatment Plant Expansion Project

THIS AGREEMENT, made and entered into in duplicate, on _____, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation and located in Placer County, CA (hereinafter referred to as "City"), and W. M Lyles Co. (Lyles) (CSLB License #422390 A and B), doing business as a California corporation, hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City gave published NOTICE TO GENERAL CONTRACTORS requesting Statements of Pre-Qualifications ("SOPQ") to be submitted by April 1, 2019 for consideration by the City to become a Pre-Qualified Contractor approved by the City to submit a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project; and

WHEREAS, Contractor, pursuant to the provisions of said notice requesting Statements of Pre-Qualifications, submitted an SOPQ to the City and such SOPQ is included in this Agreement and made a part hereof as Exhibit A; and

WHEREAS, the City, based on the representations and statements made by Contractor in its SOPQ, approved the Contractor as a Pre-Qualified Contractor which allowed Contractor to submit a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project; and

WHEREAS, the City issued Request for Bid Proposals ("RFBP") to the approved list of Pre-Qualified Contractors to be submitted by July 29, 2019 to allow for the City to determine the best value ranking of all responsive and responsible Proposals using all technical information, required forms, cost information provided by Proposers in the Proposals, and other investigations by the City; and

WHEREAS, the Contractor, pursuant to the requirements of the City's RFBP submitted a Bid Proposal for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project and such Technical Bid Proposal is included in this Agreement and part hereof as Exhibit B; and

WHEREAS, the City, after an evaluation of all opened Bid Proposals, ranked the Contractor's Bid Proposal as the highest ranked and best value Bid Proposal, and after final negotiations with Contractor, issued a written Notice of Intent to award a Contract to the Contractor on _____, 2019 for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project; and

WHEREAS, at a regular meeting of the City Council held on the ____ day of _____, 2019 by Resolution 201_-____ the City Council found and declared the Bid Proposal of Contractor to be the highest ranked best value Bid Proposal and thereupon awarded this Agreement to the Contractor for the construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project; and

WHEREAS, the 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, the 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. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives 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." Phrase "by City's Representative" or "by Engineer" or "by Construction Manager" modifies words such as "accepted," "directed," "selected," "inspected," and "permitted," when they are unmodified.

Phrase "to City's Representative" or "to Engineer" or "by Construction Manager" modifies words such as "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:

1. 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.

Agreement. This Agreement for design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project, its exhibits, all documents incorporated therein, and all amendments and/or modifications hereto executed by the parties concerning the performance of the Work and the furnishing of labor, equipment, materials and incidentals in the construction of the Work. This Agreement supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Allowance. "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. See Exhibit D, ALLOWANCES AND ALLOWANCE AMOUNTS.

Applicable Laws. All laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

Application for Payment. A document prepared by Contractor and submitted to the City showing Contractor's entitlement to payments, the requirements of which are more fully described in Article 12.3, Applications for Payment.

Asbestos. 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.

Beneficial Occupancy. Beneficial occupation or "Beneficial Occupancy" 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.

Bid Proposal. 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.

Bonds: Labor and Material Bond, Performance Bond, and Warranty Bond. The payment bond (Labor and Materials Payment Bond) and Performance Bond issued by an admitted Surety covering the faithful performance and completion of the Work, including payment for all materials and labor furnished or supplied in connection with the Work, by Contractor. The Labor and Material Bond shall be in an amount equal to one hundred percent (100%) of the GMP and shall be for payment of just claims for materials, equipment, labor and subcontractors employed by the Contractor thereon. See Exhibit G, FAITHFUL PERFORMANCE BOND; Exhibit H, LABOR AND MATERIAL PAYMENT BOND; and Exhibit I, WARRANTY BOND.

The Faithful Performance Bond shall be in an amount equal to one hundred percent (100%) of the GMP and shall be for the faithful performance of the Agreement, and for the fulfillment of such other requirements as may be provided by Law.

The Warranty Bond shall be issued by an admitted Surety and be in the penal sum equal to ten percent (10%) of the GMP.

The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and it waives the right of special notification of any change or modification of this Agreement or of extension of time, or of decreased or increased work, or of the cancellation of the Agreement, or of any other act or acts by the City or its authorized agents under the terms of this Agreement; and failure to so notify the aforesaid surety companies of changes shall not relieve the surety companies of their obligations under this Agreement.

All premiums for the Performance Bond, Labor and Materials Payment Bond, and Warranty Bond shall be included in the Cost of the Work and GMP. The City shall have the right to withhold any payment(s) under this Agreement until Contractor has fully complied with all bonding requirements.

Business Day. "Business Day" means any day when the office of the City Clerk of the City of Roseville is open for business.

Change Order. A document which is signed as recommended by the Construction Manager, accepted by the Contractor, and accepted by an authorized representative of the City, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Guaranteed Maximum Price (GMP) or the Contract Time, issued on or after the Effective Date of the Agreement.

City. The word "City" refers to the City of Roseville, the governing body of which is termed the "City Council".

City's Representative. 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.

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 Agreement. A demand for money or services by a third party is not a Claim.

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 GMP amount or Contract Time.

Construction Manager. 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 by the Contractor with the City shall be through the Construction Manager; unless otherwise specified or directed. Only the City may modify the Agreement.

Contract Documents. The "Contract Documents" shall consist of the following documents and all documents incorporated therein:

- Request for Bid Proposal (including the appendices)
- Agreement (including exhibits A-L attached thereto);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 46);
- Appendices included with Technical Specifications;
- Contract Drawings, prepared by Engineer;
- Addenda issued during the RFBP period; and
- Permits from other agencies specifically required for the performance of the Work as may be required by law.
- City of Roseville's most current version (and Amendments to the current version) of Construction Standards and Design Standards
- Other Referenced Standard Specifications;
- Other Referenced Standard Plans

Exhibits to this Agreement (enumerated as follows):

- Exhibit A - Contractor's SOPQ dated April 1, 2019 excluding the financial statement;
- Exhibit B - Contractor's Technical Bid Proposal dated July 29, 2019 excluding Sections 7 through 11 and the appendices;
- Exhibit C - Guaranteed Maximum Price, Cost of Work and Fees;
- Exhibit D - Allowances and Allowance Amounts;
- Exhibit E - Designation of Subcontractors;
- Exhibit F - Completion Times and Liquidated Damages;
- Exhibit G - Faithful Performance Bond;
- Exhibit H - Labor and Materials Payment Bond;
- Exhibit I - Warranty Bond;
- Exhibit J - Escrow Agreement For Security Deposits In Lieu of Retention;
- Exhibit K - Workers' Compensation Insurance Certification;
- Exhibit L - Contractor's Insurance Certificates;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed;
- Field Directive(s);
- Change Order(s);
- Construction Change Directive;

- Field Order(s).

There shall be no Contract Documents other than those listed above.

The Contract Documents are complementary; what is called for by any one of the documents is as binding as if called for by all the documents. It is the intent of the Drawings and Specifications to describe the Work to be constructed in accordance with the requirements of the Contract Documents. 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. The intent of the Drawings specifically includes the intent to depict construction that complies with all applicable laws, codes and standards. Subject to applicable law, including but not limited to California Public Contract Code Section 4100 et seq., and the terms of this Contract governing subcontracting, the Divisions and Sections of the Specifications and identifications of any Drawings shall not control Contractor in dividing the Work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Drawings and Specifications. "Incidental" work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP. Incidental work includes any 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 GMP. Incidental work includes, but is not limited to, tasks required to be performed under Division 1, GENERAL REQUIREMENTS of the Specifications.

The technical specifications are presented in paragraphs for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All paragraphs of the Specifications and Plans are interdependent and applicable to the Work as a whole.

The Specifications and all notes on the Drawings are directed to the Contractor unless otherwise indicated, and all work shall be performed by the Contractor even though phrases such as "the Contractor shall" or "shall be done by the Contractor" are omitted. Where terms such as "approved," "acceptable," "favorably reviewed," "review," "selected," "directed," "equivalent," "equal," or "satisfactory" are used, it shall mean by or to the Construction Manager and/or City's Representative and/or Engineer.

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- (1) Permits from other agencies specifically required for the performance of the Work as may be required by law;
- (2) Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier;
- (3) Agreement;
- (4) General Requirements (Sections 01 11 00 through 01 99 90);
- (5) Technical Specifications (Division 2 and all other Divisions following);
- (6) Contract Drawings;
- (7) City of Roseville's most current version of Construction Standards and Design Standards and Amendments to the Current Version
- (8) Other Referenced Standard Specifications;
- (9) Other Referenced Standard Plans.

With reference to the Drawings, the order of precedence is as follows:

- (1) Addenda/Change Order drawings govern over any other drawings;
- (2) Enumerated dimensions govern over scaled dimensions;
- (3) Detail drawings govern over general drawings; and
- (4) 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.

Contract Time. The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

Contractor. The individual, partnership, corporation or limited liability company who enters into the Agreement for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also may include subcontractors, sub-tier subcontractors, consultants, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. 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.

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, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE. The "Actual Total Cost of the Work" is the aggregate amount of costs and fee actually chargeable to City under the provisions of Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, up to the GMP.

County. Refers to Placer County where the Site is located.

CPM. A critical path method schedule in the form of precedents, networks, and time sequences.

Days. The word "Days" shall mean 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.

Defective Work. 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.

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. For the purposes of this Agreement, the Engineer is Kennedy Jenks Consultants, Inc.

Direct. Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Agreement.

Drawings. Also referred to as "Plans." 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.

Equipment. (Construction): 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. (Installation): All material or articles used in equipping a facility or apparatus required to fulfill a functional design.

Execution. Field or site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.

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.

Fee. As applicable, means the fee payable to Contractor pursuant to this Agreement and as part of the GMP, as shown on Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE.

Field Directive. 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. Also referred to as a "Directive".

Field Order. 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.

Final Acceptance. Formal approval by City in accepting a portion of the Contractor's work as completed.

Final Completion. The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the Construction Manager.

Force Majeure. 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:

- Lack of or inability to use funds for any reason;
- 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;
- 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;
- 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;
- Breakdown of Contractor's Equipment;
- Strike or industrial action of Contractor's employees or those of subcontractors; or
- Adverse weather conditions including, without limitation, wet weather, unless the weather is unusually severe for the Site.

Funding Agency or Funding Agencies. A government agency or agencies that the City is in contract with or planning to execute a contract with to obtain construction funds for financing of the Project. For this Project this includes the State Water Resources Control Board (SWRCB) including the United States Environmental Protection Agency (USEPA), the State of California and the California Infrastructure and Economic Development Bank that fund and administer the Clean Water State Revolving Fund (CWSRF) Program.

Furnish. The word "furnish" when used in connection with services, materials, or equipment, shall mean to supply and deliver specified services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

Guaranteed Maximum Price or "GMP". The amount set forth on Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

General Requirements. Division 1, GENERAL REQUIREMENTS, which forms the part of the Contract Documents establishing special conditions or requirements peculiar to the Work.

Hazardous Waste. The term Hazardous Waste 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.

Herein. Refers to information presented in the Contract Documents.

Hold Harmless. An agreement by one (1) party to indemnify and defend a second party when the second party is sued by a third party as a result of the first party's actions or inactions.

Holidays. 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.

Inspector. 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.

Install. The word "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position the services, materials, or equipment, complete and ready for intended use.

Laws and Regulations; Laws or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or the Work.

Liens. Charges, security interests, or encumbrances upon Project funds, or personal property.

Liquidated Damages. The amount of dollars assessed for each and every calendar day required to complete the Agreement in excess of the Contract Time. See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

May. "May," wherever or in whatever manner used, refers to permissive actions.

Milestone. An event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of all the work.

Notice of Completion. 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.

Notice to Proceed. A 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.

Or Equal. 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.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Party. The City or the Contractor individually, and "Parties" shall mean the City and the Contractor collectively.

Perform. Refer to "Provide."

Person. The term, "person", includes firms, companies, corporations and partnerships.

Plans. See "Drawings."

Preconstruction Services. Work performed prior to the issuance of first Drawing(s) for construction to the Contractor, which shall initiate the start of construction services.

Prejudiced. As used herein, the term "Prejudiced" shall include, but is not limited to, material interference with the City's timely consideration of action to prevent increases in the cost or time required to perform the Work, ability to monitor the Contractor's increased costs resulting from the situation, to timely marshal facts, and to timely plan its affairs.

Product Data. Type of Shop Drawing comprised of standard illustrations, schedules, performance charts, instructions, brochures, diagrams, catalog cuts, and other information assembled by or for the Contractor and submitted by the Contractor to illustrate materials or equipment for some portion of the Work.

Products. Materials, equipment, systems, shop fabrications, mixtures, and source controls.

Progress Schedule. A schedule, prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising of the Contractor's plan to accomplish the Work within the Contract Times.

Project. The design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project, 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.

Proposer. Any individual, firm, partnership, corporation or limited liability company, submitting a Bid Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Provide. The words "provide" or "perform," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in context clearly requiring an obligation of Contractor, "provide" is implied.

Punch List. Those minor items of work to be completed after Substantial Completion and prior to Final Completion, which do not prevent others from taking over defined areas of the Work to complete the Project.

Reference Specifications. 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.

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.

Request for Quotation. 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.

Samples. 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.

Separate Contractors. 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 or other projects. The terms "Others" or "Energy Recovery Project Contractor" or "ERP Contractor" may also be used to indicate "Separate Contractors".

Shall or Will. Refers to actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Shop Drawings (Submittals). 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.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Site. Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

Specifications. That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Agreement.

State. State of California.

State of California Specifications. 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.

Subcontractor. 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. The term subcontractor does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the Project or the portion thereof to permit a utilization of the Project. 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.

Substantial Completion Date. Date when the City puts into service, the Project or that portion of the Project that has been determined to be Substantially Complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as subtier-subcontractor.

Supplier. A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any subcontractor.

Surety. One or more issuers of the Labor and Material Payment, Faithful Performance, and Warranty Bonds, each of which shall be admitted and licensed to do business in the State of California.

Surveyor. A land surveyor licensed in the State of California.

Trade Names. Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.

Typical Details. Details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and developed by the Engineer.

Underground Facilities. 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.

Unit Price Work. Work to be paid for on the basis of unit prices.

Utility. Public or private fixed works for, including but not limited to, the transportation of fluids, gasses, power, signals, or communications.

Work. Any and all direct and/or incidental obligations, duties, and responsibilities necessary to complete the design-assist and construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully integrated, functional and operational.

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.

Work Site. Any and all areas where Work is to be performed by Contractor as required in the Contract Documents with particular emphasis of Work performed at or adjacent to the City's Pleasant Grove Wastewater Treatment Plant located at 5051 Westpark Dr. Roseville, CA 95747.

ARTICLE 2 - SCOPE OF WORK

The City, in conjunction with its Engineer and other consultants, developed the Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project Contract Documents. The Contract Documents include the RFBP, this Agreement, Drawings, Specifications, and supplemental information to present the City's Final Design Submittal and timeline to meet the City's needs at the City's Pleasant Grove Wastewater Treatment Plant for this Project.

The Work includes but is not limited to construction of four new primary clarifiers with odor control facilities and an electrical building, a solids thickening building, sludge pumping systems, two anaerobic digesters and a digester control building, a waste gas burner, two boilers, conversion of two waste activated sludge holding tanks to a centrate storage and digested sludge holding tank, a centrate wet well and associated pump system, a ferric chloride dosage and storage facility, all interconnecting and associated yard piping, electrical and instrumentation duct banks, and all other miscellaneous improvements in support of the Project, including asset management, start up and testing to provide a complete, integrated and operational system in all respects.

Based on the Final Design Submittal, and in accordance with the Contract Documents, the Contractor will work with the City, Engineer, Construction Manager and possibly other personnel that have regulatory and/or funding authority and as a Design Assist Team member and complete the following design assist activities:

- Conduct a constructability review of the Final Design Submittal Drawings and Specifications, and submit comments and identified mitigation solutions to the City.
- Identify cost savings and added value alternative design/construction solutions, and submit to the

City for evaluation.

- Develop detailed cost estimates for identified alternatives when requested by City for the City's evaluation.
- Identify construction sequencing and the impacts of the identified alternatives on the sequencing.
- Develop a detailed schedule and the impacts of the identified alternatives on the schedule.
- 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.
- Participate in up to twenty (20) 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.

This City is working with the SWRCB to obtain CWSRF Program Project funding. Compliance with Funding Agency requirements contained within the Contract Documents RFBP and Specifications is required as part of the Contractor's Scope of Work. Whether listed or not in the Contract Documents, the Contractor shall meet the CWSRF requirements and cooperate in partnership with the City and Engineer as required to obtain grant and/or loan funding and payments.

In accordance with the timeline found in See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, the Contractor will commence construction at the Site of the Work on portions of the Work based on partial Construction Documents, provided these documents have been approved by the City and the Engineer. The Contractor shall provide all supervision, testing, construction, equipment, labor, materials, tools, subcontractors and services to complete the construction within the Contract Times listed in See Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

The Contractor is solely responsible for the proper handling, storage, installation, testing and demonstration; all in accordance with the Contract Documents and each manufacturer's recommendations/instructions. Failure to meet any performance requirement due to improper handling, storage, installation, testing or demonstrating will be corrected by the Contractor without an increase to the GMP.

ARTICLE 3 – CITY'S REPRESENTATIVE AND CITY'S CONSULTANTS

3.1 City's Representative. The City's Director of the Environmental Utilities Department has designated Tracie Mueller to act as the City's Representative. 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.

3.2 Engineer. The City has designated Kennedy Jenks Consultants, Inc. to act as the Engineer. 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.

3.3 Construction Manager. The City has designated Brown and Caldwell to act as Construction Manager. 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.

3.4 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.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

4.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site, has observed, familiarized itself with and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions apparent upon reasonable observation, visible as-built conditions, and local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents in its capacity as a contractor and not as an architect or engineer.
- C. Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions in its capacity as a contractor and not as an architect or engineer.
- D. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California, including, but not limited to, maintaining in good standing its Contractor's license issued by the State of California.
- E. Contractor has represented to the City that it has significant knowledge and experience and the requisite expertise, skills, labor, equipment, capabilities and all other necessary resources required to perform the Work.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

The failure or neglect of Contractor to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to the Contract, and no claim for additional compensation or time will be allowed which is based upon a lack of knowledge of any Contract Documents.

Moreover, the Contractor acknowledges that its observation of the Site prior to the execution of the Agreement has provided information related to existing conditions, as described in paragraph 4.1.A, above, which may affect cost, progress or performance of the Work. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the Site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the Site of the Work to be constructed under the Agreement, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract Documents, and other related information made available to Contractor by the City.

4.2 Supplementary Information. The Contractor hereby acknowledges that, prior to the execution of the Agreement, City has furnished the following Supplementary Information. These Supplementary Information documents are not part of the Contract Documents.

- Final Geotechnical Report for Pleasant Grove Wastewater Treatment Plant Expansion, Roseville, California dated May 2007 prepared by Fugro USA Land, Inc.
- Geotechnical Update Letter Report for the Pleasant Grove Wastewater Treatment Plant Expansion dated March 9, 2017 prepared by Fugro USA Land, Inc.
- Pleasant Grove Wastewater Treatment Plant Record Drawings electronic pdf file (931 pages), City file number 404-50

ARTICLE 5 - CONTRACT ADMINISTRATION

5.1 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.

5.2 City's Representative

5.2.1 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.

5.2.2 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.

5.2.3 Progress Payments – The 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.

5.2.4 Contract Decisions – Should the 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.

5.2.5 Acceptability of Work – The City's Representative has the authority to make the final determination of the acceptability of the Work.

5.3 Construction Manager

5.3.1 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 5, 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.

5.3.2 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.

5.3.3 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.

5.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.3.8 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.

5.3.9 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). RFI procedures are further described in Section 01 33 50, REQUESTS FOR INFORMATION AND CLARIFICATIONS.

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.

5.4 Engineer

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 Submittal – The Engineer shall receive, through the Construction Manager, shop drawings, product data and samples for review in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

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 6 - CITY

6.1 General

The 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.

6.2 Attention to Work

The City's Representative, Construction Manager and Engineer are designated in ARTICLE 3 herein. The Construction Manager will normally be available at the Site of the Work. An alternate Construction Manager representative will be designated when the designated Construction Manager's representative is not available at the Site of the Work. The Engineer may be available at the Site of the Work at certain specific times as needed to facilitate the Work. If the Contractor requires assistance from the Engineer, this assistance shall be coordinated through the Construction Manager. The Engineer will assign a representative to be available at the Site of the Work during the said specific times as needed.

6.3 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 5.3.3, 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.

6.4 City's Right to Use or Occupy

The City reserves the right, prior to Final Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute a Final Acceptance of such parts, or any part of the Work, nor shall it in anyway affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Agreement, or any bonds guaranteeing the same. The Agreement

shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Final Acceptance thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the GMP, nor materially delay the completion of the Agreement, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Final Completion are noted in Section 01 12 16, WORK SEQUENCE. Failure to include a part of the Work in the above referenced Section, shall not limit the City's right to use or occupy parts of the Work not listed.

6.5 City's Right to Carry Out the Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents or fail to perform any provision of the Agreement, and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such neglect or deficiency with diligence and promptness, the City may, and without prejudice to any other remedy, make good such default, neglect or failure. A Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor, for the cost of correcting such deficiencies and for performing such work, including compensation for the Engineer's, the Construction Manager's, and City's additional services made necessary by such default, neglect or failure.

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.

6.6 City's Right to Perform Work and to Award Separate Contracts

The City reserves the right to perform work related to the Project with the City's own forces, and to award separate contracts 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.

The City will provide for the coordination of the work of the City's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Article 7.10, Cooperation with Other Contractors.

6.7 Non-Responsibility of the City

The 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 7 - CONTRACTOR

7.1 Status of Contractor and Subcontractors

7.1.1 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.

7.1.2 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.

7.2 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.

The Contractor's authorized representative shall not be replaced by a person to whom City has a reasonable objection. Furthermore, the City shall have the authority to remove the Contractor's authorized representative from the Project for reasons found in Article 8.3, Character of Workers.

7.3 Use and Protection of City's Site and Adjacent Property

7.3.1 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. 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.

7.3.2 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.

7.3.3 The Contractor shall enforce any instructions from the City or Construction Manager regarding combustible materials, placement of signs, danger signals, barricades, radios, noise, dust, and smoking. Upon completion of the Work, the Contractor shall remove all temporary barricades, signs and related materials.

7.3.4 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.

7.3.5 The Contractor shall take all necessary precautions to protect existing facilities on which Contractor is performing Work against the effects of weather and environmental elements.

7.3.6 All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the entire Contract Time.

7.3.7 The Contractor shall take all steps necessary to protect all structures, buildings, land and other facilities from fires and sparks originating from the Work. The Contractor shall comply with all laws and regulations regarding fire protection and shall comply with all instructions given by the City's fire department.

7.3.8 Any damage to existing conditions, or to any other improvement or property above or below the ground surface, whether public or private, arising from the Contractor's operations or performance of

the Work shall be repaired within forty-eight (48) hours by the Contractor without expense to the City, unless disruption of the City's operations or creation of a safety hazard has occurred, in which case damage will be repaired immediately. The forty-eight (48) hour non-emergency repair response time may be extended only if agreed to in writing by the City and/or private property owner. Any delays to the Project completion times caused by such repairs shall be considered non-compensable and no further extension of the Contract Time will be granted therefor. Should the Contractor not be timely in repairing damage caused by its operations or performance, the City shall take steps to protect against loss of property and life, in its sole discretion, and deduct entire cost of such Work from the next payment due the Contractor. No prior notice to the Contractor shall be necessary for the City to take such action.

7.3.9 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 adjacent land areas, and as further stipulated in the Contract Documents. 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.

7.4 Fees and Permits

The permit requirements for the Project are specified in Section 01 35 43, ENVIRONMENTAL PROCEDURES.

7.5 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 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 such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing. 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.

Attention is directed to the following specific regulations and requirements that are 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.

7.5.1 **Davis-Bacon Wages**- Pursuant to State Water Resources Control Board (SWRCB) Division of Financial Assistance Guidelines for Clean Water State Revolving Fund (CWSRF), the successful bidder must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemental by Department of Labor regulations (29 CFR Part 5) it shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than Davis-Bacon wage rates. The Davis-Bacon requirements and rate determination is included within the RFBP APPENDIX A. The rate determinations may also be found on the Department of Labor's website at: <http://www.wdol.gov/dba.aspx>.

It shall be mandatory upon the Contractor to whom the work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates or Davis-Bacon wage rates, whichever is higher, to all workmen employed by them in the execution of the Agreement.

7.5.2 Prevailing Wage Rates – This Agreement is subject to prevailing wage requirements pursuant to Section 1770 et seq. of the California Labor Code, which are hereby incorporated by reference and made a part hereof. Accordingly, Contractor shall comply with all applicable laws and regulations related to payment of prevailing wages and Contractor shall ensure that every lower-tier subcontractor complies with all applicable laws and regulations related to payment of prevailing wages. The Contractor and every lower-tier subcontractor shall pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. The Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically as required by the DIR and City, and via hard copy to the Construction Manager. Contractor is responsible for compliance with all prevailing wage requirements, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7.5.3 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.

7.5.4 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>.

7.5.5 Contractor Agrees to the Following:

7.5.5.1 The Contractor and subcontractors shall pay all mechanics and laborers employed directly on the Site of the Work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

7.5.5.2 The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the Site of the Work.

7.5.5.3 There may be withheld from the Contractor so much of accrued payments as the City considers necessary to pay to laborers and mechanics employed by Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the Work and the rates of wages received by the laborers and mechanics and not refunded to Contractor or subcontractors or their agents.

7.5.6 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.

7.5.7 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.

7.5.8 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.

7.5.9 Receipt of Workers' Wages, Fee for Registering or Placing Persons In Public Works – Attention is directed to the provisions of sections 1778 and 1779 of the California Labor Code, which reads 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."

7.5.10 Labor Discrimination – Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"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."

Non-Discrimination. 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.

7.5.11 Workers' Compensation Insurance – The provisions of Article 13.1.2, Workers' Compensation Insurance, shall be considered as repeated herein.

7.5.12 Not Used.

7.5.13 Safety Standards – The Contractor shall comply with all applicable provisions of the Safety and Health Regulations of Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be the Contractor's sole responsibility, and neither the City, the Construction Manager nor the Engineer shall have any liability for non-compliance. See Article 7.7, Safety, for additional safety requirements.

7.5.14 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.

7.5.15 Public Records Act –

A. 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.

B. 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.

7.6 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. Specific requirements are further specified in Section 01 11 80, ENVIRONMENTAL CONDITIONS.

7.7 Safety

7.7.1 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 (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, 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.

No provision of the Contract Documents shall act to make the City, the Construction Manager, Engineer or any other party than the Contractor responsible for safety. Neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for having hazards, and/or potential hazards, corrected and/or removed at the location(s) where the work is to be performed. The Contractor agrees that neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Contractor's employees from such hazards and/or potential hazards, or for instructing the Contractor's employees to recognize such hazards and/or potential hazards, or to avoid the associated dangers. The Contractor agrees that with respect to the Work to be performed under this Agreement and the location(s) where such Work is to be performed, the Contractor will be responsible for not creating hazards, and for having hazards corrected and/or removed. The Contractor agrees that through the safety obligations contained in this Agreement and the Contractor's own inspection of the Site(s) where the Work is to be performed, the Contractor is aware and has been notified of the hazards and/or potential hazards to which the Contractor's employees may be exposed in the performance of the Work. The Contractor has taken and/or will take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or will instruct its employees to recognize such hazards and/or potential hazards and how to avoid the associated dangers. The Contractor agrees that neither the City nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or subcontractors or Material Suppliers acting pursuant to this Agreement.

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 13.2, General Indemnification Obligations.

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.

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.

7.7.2 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. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7.

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.

7.7.3 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.

7.7.4 Safety and Protection – The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

- A. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- C. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

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. 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. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

7.7.5 Excavation Safety – 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.

7.7.6 Safety Emergencies – In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, will take reasonable action to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

7.7.7 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 9.6, **City Suspension of 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.

7.7.8 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.

7.7.9 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.

7.7.10 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.

7.8 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.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

7.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in Section 01 12 16-1.03.B, Hours of Work. Such work may be required due to project or operational

constraints as defined in Section 01 12 16, WORK SEQUENCE, or if emergencies arise as provided for in Article 7.8, 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 Article 7.8, above, 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.

7.10 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.

Section 01 12 16, WORK SEQUENCE, indicates anticipated other construction activities within or adjacent to work to be performed in this Agreement. City shall require contractors performing Work by Others to cooperate with Contractor and not unduly interfere with Contractor's performance of the Work.

ARTICLE 8 - CONTROL OF WORK AND MATERIAL

8.1 Means, Methods and Appliances

The means, methods and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The City and Construction Manager shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work.

8.2 Contractor's Responsibility for Work

Unless specified otherwise in the Contract Documents, until the Final Completion of the Work by the City, the Contractor shall have the charge and care and shall bear the risk of damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work.

The Contractor shall rebuild, repair, restore and make good all damages to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expense, except such damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the Site. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the Work from damage during any period of suspension of work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the Work specified and shall supply the City with the name and phone number of the responsible person.

Contractor will respond to requests for emergency service for the Work promptly upon notification. If the Contractor fails to provide this service after notice from City, City may perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

8.3 Character of Workers

None but competent superintendents, forepersons and workers shall be employed on the Work by the Contractor and its subcontractors at all tier levels. The Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other drugs/controlled substance, or is, in the opinion of the City or Construction Manager, disorderly or profane, dangerous, abusive, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the City, its officers, officials, employees, agents, and volunteers, the Engineer, the Construction Manager, and their partners, officers, employees, agents or any representatives.

8.4 Supply of Sufficient Workers

The Contractor shall at all times employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the required Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type. At any time during the progress of Work, should the Contractor directly or indirectly (through subcontractors), refuse, neglect, or be unable to employ a sufficient number of qualified workers to prosecute the Work as required, then the City may require the Contractor to accelerate the Work and/or furnish additional qualified workers as City may consider necessary, at no cost to City.

If Contractor does not comply with the notice within seven (7) days of date of service thereof, City shall have the right (but not a duty) to provide qualified workers to finish the Work or any affected portion of Work, as City may elect. City may at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that City exercises this right. City will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons doing Work. City will deduct from funds or appropriations set aside for purposes of Contract Documents, the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.

Exercise by the City of the rights conferred upon the City in this Agreement is entirely discretionary on the part of the City. The City shall have no duty or obligation to exercise the rights referred to this Article 8.4, Supply of Sufficient Workers, and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under this Article 8.4, Supply of Sufficient Workers, are cumulative to City's other rights under any provision of the Contract Documents.

8.5 Materials and Workmanship

The Contractor shall provide safe access, including plants where materials or equipment are manufactured or fabricated, for the City Representative and inspectors to adequately inspect the quality of work and for conformance with the Contract Documents. The Contractor shall furnish the City Representative the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

Unless otherwise indicated in the Contract Documents or favorably reviewed by the Engineer, materials and equipment for the Work shall be the best grade in quality of a manufacturer regularly engaged in the

production of such materials and equipment, or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All Work shall be done and completed in the best workmanlike manner, obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified.

Construction Manager will notify Contractor of Defective Work promptly upon identifying the Work at issue. All Defective Work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed with Work that meets the requirements of the Contract Documents. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the Construction Manager if not in conformance with the Contract Documents.

Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in GMP (nor will any of the costs to correct Defective Work be reimbursable as a Cost of the Work) or Contract Time. Acceptance of Defective Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work. Should the City determine that it is not feasible or in the City's interest to require Defective Work to be repaired or replaced, an equitable credit shall be made to the Costs of Work owed to the Contractor and a corresponding reduction in the GMP shall be made by agreement between the City and the Contractor (If the Contractor has been paid in full for its Work, the Contractor agrees to pay City the amount of the equitable credit mutually agreed to leave in place the Defective Work). If an equitable amount cannot be agreed upon, a Change Order will be issued and the amount in dispute resolved in accordance with the Contract Documents. The City and the City's consultants disclaim any and all responsibility for Work that is not in conformance with the Contract Documents. The Contractor shall have full responsibility for all direct consequences resulting from Defective Work, including without limitation all delays (pursuant to Section 01 40 00, QUALITY REQUIREMENTS), extra inspection and correction costs, consultant and attorneys' fees costs by the Contractor and re-Work.

The City agrees that after providing the Contractor with written notice of works that it deems to be Defective Work, the City shall allow the Contractor fifteen (15) days to investigate the Defective Work in order for the Contractor to determine whether it agrees that the work is Defective Work and if so, submit to the City, for its approval, a proposed remedy for the Defective Work, before the City shall charge the Contractor for any reasonable extra inspection, consultant and attorneys' fees costs associated with the Defective Work. If it is determined by a court or arbitrator, or the City otherwise agrees, that the work was not Defective Work, City shall bear all inspection, consultant and attorneys' fees costs incurred by City or Contractor as a result of the alleged Defective Work.

Unless otherwise stipulated in the Contract Documents, any defective material, equipment or workmanship, or any unsatisfactory or imperfect work which may be discovered before the Final Completion of the Work or within one (1) year thereafter, shall be corrected immediately upon the receipt of notice from the City, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. The City's failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable Work as herein described. Any material, equipment and/or workmanship determined to be defective after the expiration of the one year express warranty provision (or beyond any furnished warranty extending beyond one year) shall be subject to the ten year statute relating to latent defects. The express warranties of the Contract Documents are in addition to, not in lieu of, the ten year statutory obligations.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within fifteen (15) calendar days after the date of written notification of the defect, the City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and the Contractor shall pay to the City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of the City.

8.6 Use of Materials Found on the Site

The City does not warrant the suitability of any native material on the Site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at its own expense all of that portion of the material so removed and replaced with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any location that is not within the excavation, as indicated by the slope and grade lines shown on the Drawings, without written authorization from the Engineer.

8.7 Existing Utilities

8.7.1 General – The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site of the Work can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Work.

The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities to the extent required by law.

8.7.2 Utility Location – It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days, but not more than fourteen (14) calendar days, before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service.

After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings or indicated based on the utility survey, and prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

8.7.3 Utility Relocation and Repair – If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager shall work together with the Contractor to supply a method for correcting said interferences in accordance with the responsibilities of this Article and Government Code Section 4215.

The City shall compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main(s) or trunkline utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made

as provided in Article 10.1, Change Orders. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the City or utility company to provide adequate advance information to the Contractor for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Section 01 32 16-1.13, ADJUSTMENT OF PROJECT TIME.

The public utility, that owns the affected utility/asset, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter into the Site for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

When the Agreement indicates that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.

Temporary or permanent relocation or alteration of utilities approved by the utility owner and the City that is desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

8.8 Surface Restoration

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, concrete curbs and surface replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the City. The City and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

8.9 Disposal of Materials

Unless otherwise specified in the Contract Documents, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill, debris, chemicals, sledges and other removed materials shall be disposed of legally by the Contractor.

When any materials, including excess of unsuitable excavated earth or other materials are to be disposed of off the Site, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file said permit or certified copy together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the City's Representative to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Contract Documents, full compensation for all cost involved in disposing of materials as above specified, including all costs of overhaul, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

8.10 American Iron and Steel Requirement Compliance

Goods and services under this Agreement may be funded with monies made available by CWSRF that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the Project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor shall comply with the American Iron and Steel Requirement, and all of the iron and steel products applicable to the American Iron and Steel Requirement used in the Project shall be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved. The Contractor shall also provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or Funding Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the City to recover as damages against the Contractor any loss, expense, or cost including without limitation attorney's fees incurred by the City or Funding Agency resulting from any such failure including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Agency or any damages owed to the Funding Agency by the City.

ARTICLE 9 - PROGRESS OF THE WORK

9.1 Commencement of Work

Within forty-five (45) calendar days after executed 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 ten (10) 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.

9.2 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 ten (10) Calendar Days from the date the Notice to Proceed is issued. 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 F, 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.

9.3 Delays

9.3.1 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 Contract was acting in good faith and the City was not Prejudiced by the Contractor's failure to timely provide the required notice.

9.3.2 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.

9.3.3 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. **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.
- B. **Weather Delays** – Delays caused by inclement weather conditions or the conditions resulting from inclement weather shall be considered as "Excusable Delays" if they prevent the Contractor from proceeding with seventy-five (75%) percent of the normal labor and equipment force 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.
- C. **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.

9.3.4 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. Delays due to the actions and/or inactions of the City, Construction Manager, Engineer or any of their agents or employees.
- B. Delays due to differing site conditions as defined in Article 10.2, DIFFERING SITE CONDITIONS.
- C. Delays due to other contractors (excluding W.M. Lyles) employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

9.3.5 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 9.3.2, NON-EXCUSABLE DELAYS, Article 9.3.3, EXCUSABLE DELAYS, or Article 9.3.4, COMPENSABLE DELAYS. During such concurrent delay periods, time extensions will be granted in accordance with Article 9.4, 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 9.4.1, NON-EXCUSABLE DELAYS, nor will the City assess Liquidated Damages.

9.4 Time Extensions

9.4.1 Non-Excusable Delays – The Contractor shall receive no compensation or time extension for Non-Excusable Delays.

9.4.2 Excusable or Compensable Delays – If the Contractor is delayed in the performance of its Work as defined in Article 9.3.3, EXCUSABLE DELAYS, or Article 9.3.4, 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 9.3.1, 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. Such request for an extension of time shall be submitted in accordance with the requirements of 01 32 16-1.13, ADJUSTMENT OF PROJECT TIME. As provided therein, 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 9.3.1, 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 9.4.3, FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS) that it is seeking in regards 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."
- F. **Force Majeure.** Force Majeure events shall be considered Excusable Delays. Any claim by Contractor to classify a Force Majeure event as a Compensable Delay shall be handled pursuant to Article 11.1, RESOLUTION OF DISPUTES. See definition of Force Majeure in Article 1, DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS.

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. Should Construction Manager 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.

For Weather Delays, the Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Article 9.3.3.B, WEATHER DELAYS, over and above an allowance as provided for in Exhibit F, 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 9.5, LIQUIDATED DAMAGES.

9.4.3 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 9.3.4, COMPENSABLE DELAYS. However, no payment shall be made for compensable delays which occur during a concurrent delay as defined in Article 9.3.5, 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 9.4.2, EXCUSABLE OR COMPENSABLE DELAYS. Compensation will be calculated in accordance with 9.4.3.1 and 9.4.3.2, 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:

9.4.3.1 Field Overhead – For those allowable delay periods as described in Article 9.4.3, 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 CONTROLS.
- 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 Section 01 26 00-3.2, COST DETERMINATION, for construction equipment idled due to the delay.
- D. Actual Errors and Omissions insurance costs attributable to delay periods.

9.4.3.2 Indirect Home Office Overhead – For those delay periods as described in the introduction of Article 9.4.3, 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.

9.5 Liquidated Damages

9.5.1 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES, plus any extensions thereof allowed in accordance with Article 9.4, 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES.

9.5.2 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 F, COMPLETION TIMES AND LIQUIDATED DAMAGES, per day for each and every calendar day that expires after the times for completion specified in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, and/or as specified for completion of any scheduled operations or works described in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, except as otherwise provided by extension of time pursuant to Article 9.4, 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.

9.5.3 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 F, 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.

9.6 City Suspension of Work

9.6.1 If the Contractor fails to correct Defective Work as required by Article 8.5, MATERIALS AND WORKMANSHIP, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, or otherwise breaches a material provision of the Agreement, and fails to respond to the City's written notice of the alleged default within ten (10) days, the City, by a written order of the City's Representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the Work, in its entirety or any portion thereof. In the event of a suspension of only a portion of the Work, the Contractor is obligated to perform the portion of the Work not suspended. The suspension of Work shall remain in effect until the condition or cause for such order has been eliminated. The City's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the City to stop and suspend the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all work necessary to correct Defective Work in order to comply with the Contract Documents shall be performed at no cost to the City.

9.6.2 In the event that a suspension of Work is ordered as provided for in paragraph 9.6.1, the Contractor, at its expense (i.e., without reimbursement as a Cost of Work or an increase in the GMP), shall perform all Work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by the City, the City's other contractors, public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such Work and the cost thereof may be deducted from partial payments and/or final payment due the Contractor under the Agreement. The City is also entitled to withhold any costs, expenses and/or damages incurred, in proportion to the Contractor's proportion of responsibility for the suspension, including consultants' costs and fees, due to the suspension of Work if the suspension was due to Contractor's fault. Contractor shall not be entitled to any relief pursuant to an Excusable Delay or Compensable Delay for the Work impacted by any suspension hereunder.

9.6.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to convenience to the City, unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work, if for City's convenience and reasons unrelated to deficiencies in Contractor's performance, shall be a Compensable Delay in accordance with Article 9.3.4, COMPENSABLE DELAYS and justification for time extension pursuant to the provisions set forth in Article 9.4, TIME EXTENSIONS.

9.6.4 The Contractor as directed by the City shall comply with the provisions in Article 9.6, CITY SUSPENSION OF WORK, above. Such additional work shall be compensated as provided for in Article 10, CHANGES IN THE WORK, unless the City's suspension of the Work is caused by the Contractor's failure to prosecute the Work in accordance with the Contract Documents.

9.7 City's Right to Terminate Contract

9.7.1 Termination for Default – If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the Contract Time(s) specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents, or fails to complete such Work within such time as required under the Contract Documents or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the

City based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or if the Contractor should persistently or repeatedly refuse or fail (except in cases for which an authorized extension of time is provided) to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to subcontractors of undisputed amounts due for material or labor, or if the Contractor should persistently disregard laws or instructions given by City, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents the City may, without prejudice to any other right or remedy, serve written notice upon the Contractor and Sureties of the City's intention to terminate the Contractor's performance under the Agreement. Said notice shall contain the reasons for such intention to terminate the Contractor's performance under the Agreement, and unless, within seven (7) days after the service of such notice, such alleged violations cease and satisfactory arrangements for the corrections thereof have been made, the City may terminate Contractor's performance under the Agreement and the Contractor shall not be entitled to receive any further payment until the Work is finished.

In the event of any such termination, the City shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Agreement. However, if the Surety, within ten (10) days after the service of a notice of termination, does not give the City written notice of its intention to take over and perform the Agreement, or if it serves such notice of its intent to take over and perform the Agreement and does not begin performance thereof within fifteen (15) days from the date of serving said notice, the City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to the City for any excess cost or other damage incurred by the City thereby. In such an event, the City may without liability for so doing, take possession of and utilize such materials, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that City elects to complete by furnishing its own employees, materials, tools, and equipment, the City shall be compensated in accordance with the schedule of compensation for force account work as stated in Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by City for all Work performed by it in accordance with the terms of the Contract Documents, less any amounts City is entitled to withhold pursuant to the Contract Documents. If the Surety assumes the entire Agreement, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Agreement.

In the event of a termination based on Contractor's default, the Contractor will be paid the actual amount due in accordance with the Contract Documents less damages caused to the City arising from the termination, including but not limited to, consultants' costs, attorneys' fees and all costs to the City to complete the Work including all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If City's costs to complete the Work, including the aforementioned costs exceed the unpaid balance, the Contractor shall pay the difference to the City promptly upon demand. On failure of the Contractor to pay, the Surety shall pay upon demand by City. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

The Contractor and the City agree that nothing in this article is intended to create a right to recover attorney fees as prevailing party in any lawsuit on this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to City.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as,

by way of example and not limitation, a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the City may allow the Contractor to continue Work on a mutually agreeable schedule, or treat the termination as a termination for convenience, and the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City. Also, in the event that it is determined by a third party, including a judge, jury or arbitrator, that the Contractor should not have been terminated for fault, then Contractor agrees that the termination will be deemed to be a termination for convenience under Article 9.7.2, TERMINATION FOR CONVENIENCE.

9.7.2 Termination for Convenience – The City, by written notice to the Contractor from the City Manager, may terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by an act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than seven (7) days written notice of its intent to terminate the Agreement for convenience, but in no event shall City provide written notice of its intent to terminate without having a prior consultation with Contractor.

- A. Upon receipt of such written notice of termination, the Contractor shall:
 - 1. Stop Work as specified in the written notice;
 - 2. Terminate all orders and subcontractors except as necessary to complete Work which is not terminated;
 - 3. If directed in writing by the City to do so, assign all right, title and interest in materials in progress, in which case the City will have the right at its discretion to settle, or pay any or all Claims arising out of the termination of such materials contracts, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of Work;
 - 4. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing this Agreement whether completed or in process;
 - 5. Settle outstanding liabilities and Claims with the approval of City;
 - 6. Complete performance of such part of the Work as has not been terminated; and
 - 7. Take such other actions as may be necessary, or as may be directed by the City for the protection and preservation of the Project and/or property related to the Agreement.
- B. Upon receipt of City's written notice of termination for convenience, and within a period of 30 to 60 days, as determined by the City at the time of termination, the Contractor shall submit to the Construction Manager a Termination Proposal which shall include, but is not limited to, the Contractor's estimate of costs to be incurred by the Contractor as a result of the termination for convenience, and as allowed by the Contract Documents, including documentation reasonably necessary to support such costs; the status of the Work at time of termination; the status of termination of the Contractor's subcontractor(s) and Supplier(s) agreement(s) including the amount of each agreement, amount paid under each agreement up to the date of termination, and the amount that currently remains due and owing under each agreement for Work completed as of the date of termination, if any; a list, certified as to quantity and quality, of termination inventory not previously disposed of,

excluding items authorized for disposition by the Construction Manager; and any other information and/or documentation as required by City. Within thirty (30) days of receipt of Contractor's Termination Proposal, City shall provide to Contractor written acceptance of Contractor's Termination Proposal or exceptions to items within the Termination Proposal which must be modified in order to gain City's acceptance of the Termination Proposal.

Upon receipt of City's written acceptance of, or exceptions to, Contractor's Termination Proposal, the Contractor shall submit to the Construction Manager a request for final payment (or the undisputed portion of the Termination Proposal) pursuant to the Contract Document requirements. Such request shall be submitted promptly, but no later than fifteen (15) days from the effective date of receipt of City's written acceptance of, or exceptions to, Contractor's Termination Proposal.

- C. Contractor shall not be entitled to recover any lost profits, fee or any other cost or expense on portion of the Work terminated. The final payment to the Contractor after termination for convenience shall not exceed the amounts due and owing under the Agreement at time of termination, including the following:
1. Any actual costs incurred by the Contractor for restocking charges or other costs reasonably incurred in negotiating termination of subcontracts and/or supply contracts;
 2. The cost of the Work for protecting the Work in any manner, if any, as directed by the City; and
 3. The cost of settling and paying Claims arising out of the termination of the Work under subcontract agreements or orders with the City's approval, as specified above, exclusive of the amounts paid or payable on account of goods delivered or Work furnished by subcontractor prior to the effective date of the termination; and
 4. The cost of the Work and Fee allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.
- D. The City's right to withhold under Article 12.9, WITHHOLDING OF PAYMENT shall apply to payments made under this article.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Change Orders

10.1.1 Without invalidating the Agreement and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager agrees that such Field Directive is a change in the scope of the Agreement that causes an increase in the Cost of the Work or an adjustment to the GMP or the Contract Time(s) and therefore warrants development of a Change Order. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders or Field Directives. The work involved in Change Orders and Field Orders shall be executed under the applicable conditions and requirements of the Contract Documents. By signing a Change Order, the Contractor waives any claim for additional time, not included in the Change Order, for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Change Order or Field Order will not entitle the Contractor to an increase in the GMP or an extension of the Contract Time(s).

10.1.2 Extra Work is defined in Contract Documents found in Article 1, DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work in writing by way of a Field Directive, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the GMP and/or Contract Time(s) shall be valid unless so ordered.

10.1.3 In case any authorized change increases or decreases the Work shown in a Change Order, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the GMP, in accordance with the provisions of Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

10.1.4 If the Contractor refuses to accept a proposed Change Order, the City may issue it unilaterally with a Construction Change Directive in accordance with the provisions of Section 01 26 00, CONTRACT MODIFICATION PROCEDURES. The Contractor shall comply with the requirements of the Construction Change Directive. The City shall provide for an equitable adjustment, if any, to the GMP and/or Contract Time, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment or refusal to adjust is equitable, it may submit a claim in accordance with ARTICLE 11, DISPUTES.

10.2 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Proposers prior to the deadline for submitting bid proposals.
- C. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

The Contractor's written notice must be furnished to Construction Manager within ten (10) calendar days of Contractor discovering the alleged differing site condition. The Contractor agrees that no claim shall be made for any differing site conditions that is not the subject of a written notice submitted to the attention of the Construction Manager within ten (10) calendar days of their occurrence. The City may accept a claim 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.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the City shall cause to be issued a Change Order under the procedures provided in Article 10.1, CHANGE ORDERS.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Agreement or by law which

pertain to the resolution of disputes and protests between the contracting parties, Article 11:1, RESOLUTION OF DISPUTES.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

10.3 Taxes. A Change Order shall be executed due to any new or increased 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 or increased taxes only. With respect to reductions 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 difference in amount as a result of such reduced taxes only.

10.4 Permit Fees. With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the effective date of this Agreement, a Change Order will be prepared and proposed to Contractor that 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. The fees for permits and related costs associated with permits that was included in the GMP shall be listed in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEES.

ARTICLE 11 - DISPUTES

11.1 Resolution of Disputes

It is the intent of this Agreement that disputes regarding the Agreement be resolved promptly and fairly between the Construction Manager and Contractor. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and City the following provisions are provided for the resolution of disputes which cannot be resolved by the Contractor and Construction Manager.

11.1.1 Notice and Contract Claim. Either party shall provide written notice of disputed or potentially disputed Work to the other party prior to the commencement of and sufficiently in advance of performing the disputed Work to allow both parties joint initial review of the disputed Work. If there is disagreement subsequent to the initial review, the Contractor shall formally request a Contract Interpretation by the Construction Manager in accordance with Article 5.3.9, CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER. If the Contractor disagrees with the Construction Manager's decision or in any case where the Contractor deems additional compensation or a time extension to the Contract Time is due the Contractor for work or materials not covered in the Agreement or which the Construction Manager has not recognized as extra work, the Contractor may file a written "Contract Claim" with the Construction Manager within ten (10) days of receipt of the Construction Manager's contract interpretation decision or, if the claim does not involve a Construction Manager contract interpretation decision, within ten (10) days after the date of the occurrence, event or circumstance giving rise to the claim. Additionally, if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Construction Manager prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the Construction Manager. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Agreement, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as to both entitlement and quantification of time, money, or both. A claim for purposes of this article means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the City under the Agreement), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the

Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Article 9.3, DELAYS, and Article 9.4, TIME EXTENSIONS, are complied with. No untimely claim or claim filed after the date of final payment will be considered.

Unless a timely Contract Claim is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have supported a claim for additional compensation. The Contractor should understand that timely notice of a Contract Claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice permits the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the work in question, shall not in any way be construed as proving the validity of any claim.

11.1.2 Processing of Claims, Generally. This Agreement provides for three types of Contract Claims, which will be processed and resolved under different terms as described below. Any claim for money or damages of \$375,000 or less or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with Article 11.1.3. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code section 9204 or 20104) shall be processed and resolved in accordance with Article 11.1.4. Any Contract Claim sent to City by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to Article 11.1.5.

11.1.3 Claims for \$375,000 or Less or for Time Extension and Not Sent by Registered or Certified Mail.

11.1.3.1 Application. This article applies to all claims (not sent by registered or certified mail) for \$375,000 or less in value, including any claim for a time extension or for a time extension that includes claimed delay damages of \$375,000 or less.

11.1.3.2 City Response to Contract Claim. The Construction Manager shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this article, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 20 days after receipt for claims of less than \$50,000) of the further documentation. The City shall not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract Documents.

11.1.3.3 Meet and Confer. If the Contractor disputes the Construction Manager's written response, or the Construction Manager fails to respond within the time prescribed, the Contractor may notify the City, in writing, either within 15 days of receipt of the Construction Manager's response or within 15 days of the Construction Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the City shall schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

11.1.3.4 Government Code Claim. Following the meet and confer conference, if

the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to Article 11.1.1, NOTICE AND CONTRACT CLAIM until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The City shall respond to any Government Code Claim in accordance with the Government Claims Act.

11.1.3.5 Lawsuit. If the claim is not resolved pursuant to Article 11.1.3.4, GOVERNMENT CODE CLAIM, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

11.1.3.6 Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

11.1.3.7 Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this article consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

11.1.3.8 Interest. In any lawsuit filed under this article, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

11.1.4 Claims for More Than \$375,000 and Not Sent by Registered or Certified Mail

11.1.4.1 Application. This article applies to all claims (not sent by registered or certified mail) that exceed \$375,000 in value, including any claim for a time extension that includes claimed delay damages exceeding \$375,000.

11.1.4.2 City's Response to Contract Claim. The Construction Manager shall respond in writing to the Contract Claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this article, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as

further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation. If the Contractor fails to timely dispute the Construction Manager's decision on the matter in accordance with Article 11.1.4.3, GOVERNMENT CODE CLAIM, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

11.1.4.3 Government Code Claim. If the Contractor disputes the Construction Manager's written response to the Contract Claim, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The City shall respond to any Government Code Claim in accordance with the California Government Claims Act.

11.1.4.4 Lawsuit. If the claim is not resolved pursuant to Article 11.1.4.3, GOVERNMENT CODE CLAIM, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

11.1.4.5 Judicial Reference. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure Sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- A. Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure Section 640, and subject to objection by either party as provided by Code of Civil Procedure Section 641. The referee must be a retired judge or a licensed attorney with at least ten (10) years substantive experience in public works construction matters.
- B. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.
- C. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure Section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- D. Each party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

11.1.5 Claims Subject to Public Contract Code Section 9204

11.1.5.1 This article applies to all Contract Claims sent by registered or certified mail with return receipt requested. The Contract Claim will be processed and resolved pursuant to Public Contract Code Section 9204, which is summarized here:

- A. **City's Review of Claim.** Within 45 days after receiving a complete Contract Claim, City shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. The City will pay any undisputed portion of the claim within 60 days from the date of the written statement. If the City fails to timely issue a written statement, then the claim shall be deemed rejected in its entirety.
- B. **Meet and Confer Conference.** If the Contractor disputes the City's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with Section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, the City shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by the City within 60 days after this written statement.
- C. **Non-Binding Mediation.** Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with Section 9204, subsection (d)(2).
- D. **Interest.** Any amount not paid in a timely manner as required by this article shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

11.1.5.2 **Lawsuit and Reference.** If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit (with judicial reference) in accordance with the procedures set forth at Articles 11.1.4.4 through 11.1.4.5. Any lawsuit under this Article 11.1.5 will be subject to judicial reference in the same manner as under Article 11.1.4.

11.1.6 **Contract Work Pending Claim Resolution.** Unless otherwise directed in writing by the Construction Manager, pending resolution of a claim under this article, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract Documents and the instructions of the Construction Manager.

11.1.7 **Records of Disputed Work.** In proceeding with a disputed portion of the Work, the Contractor shall keep accurate daily records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services that are used. Such information shall be submitted to the Construction Manager on a daily basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work. Failure to comply with this paragraph shall constitute a waiver of the Contractor's claim for additional compensation or a time extension as to that day.

11.1.8 **Submission of Claim Costs.** Within thirty (30) days after incurring the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail, and should the Construction Manager be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are not fully ascertainable, they shall be estimated with as much accuracy as possible in the circumstances. The Construction Manager shall have the right as provided in Section 01 26 00-3.4, COST PRICING DATA AND ACCESS TO RECORDS, to review the Contractor's records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01 26 00, CONTRACT MODIFICATION PROCEDURES.

11.1.9 **Claim Meetings.** From time to time the Contractor may request or the Construction

Manager may call a special meeting to discuss outstanding claims should it deem this a means of possible help in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its claims, and make available the personnel, subcontractors and suppliers necessary for resolution, of the claim. In addition, the Contractor shall timely provide all documents relevant to the claim which may reasonably be requested by the Construction Manager.

11.1.10 Tort Claims. The provisions of this Article 11.1 apply only to contract-based claims and they shall not apply to tort claims, and nothing in this Article 11.1 is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

ARTICLE 12 - PAYMENT AND COMPLETION

12.1 Guaranteed Maximum Price (GMP). The City shall pay for Contractor's performance under this Agreement the Cost of the Work and Fee (as defined in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, hereto), provided, however, that the sum of the Cost of the Work and Fee shall not exceed the GMP, as adjusted by Change Order and/or Field Order in accordance with the Contract Documents.

12.2 Not Used.

12.3 Applications for Payment. Within ten (10) business days following execution of this Agreement, the City and Contractor shall meet to discuss the format, cost breakdown and level of detail required in each Contractor Payment Application. The cost breakdown shall be generally in the same format as typical CSI Document Divisions and Subdivisions, with major items of work listed individually. The cost breakdown shall be by structure, civil, landscaping, or other logical divisions of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate items for all testing and startup work required. The cost breakdown shall also have separate items for all mobilization costs, direct job overhead costs, bonds, builder's risk insurance, supervision, subcontractors, special services and major suppliers.

The Contractor's cost breakdown and accounting system to produce the Contractor's Application for Payment must provide the City the means to efficiently substantiate the Cost of the Work completed each month and to date for the timely processing for payment to the Contractor.

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 a line item detailed billing to demonstrate costs incurred on account of Cost of the Work during such month.

Each progress payment request and the final payment request shall be deemed "proper" only if it is submitted on the form approved by the City, with all of the requested information completely and accurately provided by the Contractor and such completed progress payment request form or final payment request form is accompanied by: (i) certified payrolls of the Contractor and all subcontractors, of any tier, for laborers performing any portion of the Work for which a progress payment or final payment is requested; (ii) duly completed and executed Conditional Waiver and Release Upon Progress Payment or Final Payment forms in accordance with California Civil Code §§ 8132 and 8136 for all subcontractors of any tier, and material suppliers covering the progress payment or final payment requested; (iii) duly completed and executed Unconditional Waiver and Release Upon Progress Payment forms in accordance with California Civil Code §§ 8134 and 8138 for all subcontractors of any tier, and material suppliers covering the progress payment received by the Contractor under the prior progress payment request.

City may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

City may request additional detail or breakdown of costs to meet Funding Agency reimbursement requirements.

12.4 Amount of Progress Payments. City shall pay Contractor the actual Cost of the Work and Fee through the period covered by the Application for Payment, less Retention as set forth in Article 12.5, EFFECT OF PAYMENT below. City may additionally withhold from progress payments such amounts pursuant to stop notice claims as required by law and pursuant to Article 12.9, WITHHOLDING OF PAYMENTS.

12.5 Effect of Payment. Payment will be made by City based on the Construction Manager's observations at the Site and the data comprising the progress payment request. Payment will not be a representation that the City has:

- A. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
- B. Reviewed construction means, methods, techniques, sequences or procedures;
- C. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment;
- D. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum; or
- E. Accepted all or part of the Work.

12.6 Retention; Escrow Agreement; Final Payment. Five percent (5%) Retention shall be withheld from each progress payment until the expiration of 35 days following City's filing of the Notice of Completion for the Project or as required in California Public Contract Code Section 7107, whichever is earlier; provided, however, City shall continue to retain such amount as required by law and City's right to withhold in accordance with Article 12.9, WITHHOLDING OF PAYMENT, herein.

For any retention of amount earned by the Contractor as provided for in this article, the Contractor may substitute securities as provided in Section 22300 of the Public Contract Code, as amended, which states in part as follows:

"Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay those monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor."

"Alternatively, the contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms of this Article. The Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure

the performance of the Contractor.”

“The Contractor shall be the beneficial City of any securities substituted for money withheld and shall receive any interest thereon.”

Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form in Exhibit J, ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION. Release of Retention monies shall constitute the Final Payment.

12.7 Not Used.

12.8 Title to Construction Work. Title to all Work covered by an Application for Payment shall pass to City no later than the time of payment. Upon submittal of an Application for Payment, all 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, except work, labor, materials or services that are the subject of a Claim.

No material, supplies, or equipment for the Work under this Agreement shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any third party claims, liens, security interests, or charges.

Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

12.9 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 the following:

- A. Defective Work not remedied, irrespective of when any such work be found to be defective.
- B. Non adherence to Funding Agency requirements including, but not limited to, the Iron and Steel Requirements.
- C. Damage to another contractor or third party, or to property that Contractor has failed to resolve within 30 days after receiving written notice of the damage.
- D. A reasonable amount for failure of the Contractor to maintain Record Drawings current as required in Section 01 33 23, AS-BUILT DRAWINGS.
- E. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.
- F. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a construction schedule as required in Section 01 32 16, PROGRESS SCHEDULES AND REPORTS.

- G. Failure to provide the required payment documentation, including required waivers, releases, and Funding Agency documentation.
- H. Payments due the City from the Contractor as provided for in the Contract Documents.
- I. Failure to comply with environmental and other regulatory requirements that Contractor has failed to resolve within 30 days after receiving written notice of the noncompliance.
- J. Failure to comply with equipment storage requirements and/or equipment installation guidelines.
- K. Provisions of law that enable or require the City to withhold such payments in whole or in part, including, but not limited to California Public Contract.
- L. Stop Payment Notice claims filed by Contractor's subcontractors of any tier, or its material suppliers.
- M. Contractor's failure to timely complete its Work, including Punch List items in the time required and issuance of operations and maintenance (O&M) manuals.
- N. Any other breach of a material provision of this Agreement if Contractor has failed to respond to the City's written Notice of the alleged breach within 10 days.

When the above reasons for withheld amounts are removed, payment will be made to the Contractor for amount withheld because of them.

12.10 Failure of Payment. 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. Any written request for a progress payment which City determines not to be a proper payment request suitable for payment shall be returned to the Contractor within seven (7) days after receipt by City, along with a written statement of the reason or reasons why such request is not proper.

12.11 Occupancy by City Prior to Final Completion. The City reserves the right to Beneficial Occupancy without charge by Contractor. In those areas of the Work, which are deemed substantially completed the City may store materials, equipment, and supplies, and may perform partial operation.

12.12 Substantial Completion. When the Contractor considers the entire Work substantially complete, or a portion of the Work substantially complete as defined by the Contract Milestones or as needed for Beneficial Occupancy is complete and ready for its intended use, the Contractor shall certify in writing to the City through the Construction Manager that the entire Work, or a portion of the Work as defined by the Contract Milestones or needed for Beneficial Occupancy is substantially complete and provide the City with a Certificate of Substantial Completion. If the Construction Manager agrees that an inspection to determine the status of completion is warranted, the City, Construction Manager and Contractor shall make an inspection of the Work to determine the status of completion. Substantial Completion shall be defined as completion of Work in accordance with the Contract Documents, including Extra Work, except for minor punch list items, and suitable for the City's Beneficial Occupancy. Issuance of Substantial Completion requires submittal of associate as-built drawings, operations and maintenance manuals, asset management data and other related submittals for the portion of Work being assessed for Substantial Completion.

If the City does not consider the Work substantially complete, the Construction Manager will notify the Contractor in writing identifying the parts of the Work that the City contends are not substantially complete. If the City considers the Work is substantially complete, the 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 Completion and Final Payment.

Upon verification that the Work is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion and the Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, warranties as defined by the Contract Documents, and shall fix the time, not to exceed 30 days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative requirements accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate.

12.13 Final Completion. When all 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 stop payment notice and payment bond claim rights 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 and performed in accordance with the Contract Documents, the City will accept the Work as finally complete. Acceptance of the Project for Final Completion requires formal acceptance by the City's Representative. If the City's Representative determines that the Work is not complete after receipt of certification, the 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.

12.13.1 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 or those related to final payment or items of Work that are incomplete at the time of Final Completion.

12.14 Warranties and Bonds

12.14.1 The Contractor hereby agrees to make, at its sole expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract Documents, and pay for any damage to other works resulting from such defects, which becomes evident within the warranty period. Unless otherwise provided in Contract Documents, the one (1) year warranty period is the shortest duration and such duration may be a longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects.

12.14.2 The Contractor shall execute and submit a warranties for the Work, and any portion of the Work possessed in accordance with Article 6.4, CITY'S RIGHT TO USE AND OCCUPY. The warranties shall be submitted within five (5) days of Substantial Completion.

12.14.3 The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after the City giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and/or its Surety shall be liable for the cost thereof.

12.14.4 Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

12.14.5 For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Agreement which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

12.14.6 The City and the Contractor agree that warranty on the parts of the Work possessed and used by the City in accordance with Article 6.4, CITY'S RIGHT TO USE OR OCCUPY, shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further agree that such possession, and use of the Work shall not be deemed the Work as receiving Final Acceptance.

12.14.7 If, after installation, the operation or use of the materials or equipment furnished under the Contract Documents proves to be unsatisfactory to the Construction Manager or the City, the City shall have the right to operate and use such materials or equipment until it can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the warranty period. The warranty period for equipment shall be extended by the number of days from the date the equipment is found by the City to be non-functional or defective to the date the Contractor repairs and makes fully operational the same equipment.

12.14.8 Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and Work performed under the Contract Documents.

12.15 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 Exhibit E, DESIGNATION OF SUBCONTRACTORS.

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:

1. To the extent the records pertain directly to Agreement performance;

2. 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;
3. 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
4. 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.

12.16 Cash Flow Projection. A cash flow projection covering the entire construction period shall be prepared by the Contractor and submitted to the Construction Manager prior to commencement of the Work. Additional cash flow projections shall be submitted upon request by the Construction Manager if there is a material change in the scope of the Work or a material change in the duration of the Work or if the Construction Manager reasonably believes that the Contractor's financial status has materially changed.

12.17 False Claims Act. All claims for payment from the Contractor to the City shall in all respects be a true and correct representation of services rendered and/or materials delivered to the City pursuant to the California False Claims Act. The penalties under the Federal False Claims Act and the State of California False Claims Act are non-exclusive, and are in addition to any other remedies which the City may have either under contract or law.

12.18 Shared Savings. The Contractor shall be compensated for actual work completed based on the Cost of the Work and Fee up to the amount of the GMP. If the Contractor's actual total Cost of the Work and Fee is less than the GMP upon Final Completion, the Contractor shall receive forty percent (40%) of the GMP Savings. "GMP Savings" shall mean the positive difference, if any, when the Actual Total Cost of the Work is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

ARTICLE 13 - INSURANCE AND INDEMNIFICATION

13.1 Insurance

Contractor shall maintain, at its own expense, all the insurance required by this article and submit coverage verification for approval by the City prior to the City's execution of this Agreement, which shall be included in Exhibit L, CONTRACTOR INSURANCE CERTIFICATES of this Agreement.

This Agreement will not be executed by the City, and the Contractor shall not commence Work, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the Final Completion thereof. In addition, the commercial general liability insurance shall be maintained for a minimum of three (3) years after Final Completion of the Work. The City's issuance of the Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. At a minimum amount of coverage, the insurance liability limits specified in Article 13.1.1.a(2) herein, shall apply for all subcontractors who execute a subcontract with the Contractor for portions of the Work.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are admitted to do business and in good standing in California, unless otherwise approved by the City. In the case of workers' compensation and employer's liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City by the insurance carrier. Should the insurance carrier refuse to provide this notice, the Contractor shall be obligated to provide to the City thirty (30) days prior written notice of any insurance coverage being suspended, voided, reduced or canceled by either party, or any reduction in coverage or in limits.

The Contractor shall include all costs for insurance in its GMP.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Agreement. For any claims related to Contractor's Work, as opposed to work City has contracted to parties other than Contractor, the Contractor's insurance coverage shall be primary insurance as respects the City, Construction Manager, Engineer, Funding Agencies and their directors, officers, elected officials, employees, agents, and volunteers. For any claims related to Contractor's Work, any insurance or self-insurance maintained by the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Agreement and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may be caused by the performance of the Work hereunder by the

Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under this Agreement.

13.1.1 Commercial General Liability and Automobile Liability Insurance – This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may be caused by the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under this Agreement. The commercial general liability insurance shall be maintained for three (3) years after Final Completion of the Work and shall provide coverage on an occurrence basis.

- A. Additional Insureds – The commercial general liability and automobile policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, Construction Manager, Engineer, Funding Agency and their directors, elected officials, officers, officials, employees, agents or volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said additional insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations.
- B. Amount of Coverage (General Contractor) – The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit, with excess coverage of \$10,000,000 per occurrence and in the aggregate. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles, with excess coverage of \$10,000,000 per occurrence and in the aggregate, including coverage for products and completed operation. Any deductibles or self-insured retentions must be declared to and approved by the City.
- C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.
- 1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.

These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

- D. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as additional insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- E. Included Coverage – The above commercial general liability insurance shall also include the following coverages:
- Premises – Operations
 - Independent Contractors
 - Products - Completed Operations
 - Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.
 - Advertising Injury
 - Broad Form Property Damage - Including, Completed Operations
 - Separation of Insureds/Cross-Liability Provision
 - Duty to Defend all Insureds
 - Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement
 - Separate Aggregate – A provision that the annual general aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.
 - XCU – Explosion, Collapse, Underground Damage
 - Blanket Contractual Liability – Provisions or endorsements shall state that the insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under this Agreement, including, without limitation, insurable liabilities set forth in the indemnity articles of this Agreement.
- F. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article 13.1.1.B, and subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.1.1.C. However, any such umbrella/excess policy must be approved by the City and maintain an A.M. Best Rating of no less than A:VII.

13.1.2 Workers' Compensation Insurance – In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. In accordance with California Labor Code Section 1861, the Contractor shall sign and include Exhibit K, WORKER'S COMPENSATION INSURANCE CERTIFICATE with this Agreement. If the Contractor, in the sole discretion of the City, satisfies the City of its responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor

may so act, and in such case, the insurance required by this article need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have employers' liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the Work of this Agreement.

Before the Notice to Proceed with the Work under this Agreement is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the contract workers' compensation and employer's liability insurance as required for all persons whom it employs or may employ in carrying out the Work under this Agreement. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents and volunteers which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

13.1.3 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.

13.1.4 Builder's Risk Insurance – Contractor shall provide "Special Form" Builder's Risk Insurance on the replacement cost basis as listed below:

- A. Amount of Coverage - Equal to the full replacement cost on a completed value basis, without deduction for depreciation and shall also provide coverage for "soft costs" such as but not limited to design and engineering fees and inspection costs caused by an insured peril, up to a maximum total for all soft costs of \$750,000. The builder's risk insurance may contain sub-limits not less than the following:
 - Debris removal - \$250,000.
 - Pollution Clean-up cost - \$25,000.
- B. Additional Insureds/Loss Payees - This insurance shall name the City, Engineer, Construction Manager, the Funding Agencies and Contractor as insureds/loss payees, as their interests may appear. Builder's risk insurance policies shall contain the following provisions:
 - 1. The City, Contractor and subcontractors of every tier shall be named as insureds.
 - 2. Each insured shall waive all rights of subrogation against each of the other insureds.
- C. Included Coverage – The above builder's risk insurance shall include the following coverages:
 - 1. Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
 - 2. Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
 - 3. The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.

4. Start-up & testing, and machinery breakdown including electrical arching which are very important coverages and usually have to be requested.
 5. The policy shall provide the City the right to occupy the premises without termination of the policy until Final Completion of the Project.
- D. Deductibles - Builder's risk insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs.
- E. All Other Perils - \$100,000.
- F. Application of Loss Proceeds - In the event of a covered loss, proceeds of builder's risk insurance shall be applied first to reimburse actual costs of demolition, debris removal, reconstruction, and repair or replacement incurred in the discharge of the Contractor's obligations of repair or replacement under this Agreement. Insurance proceeds shall be deposited in a separate account in a local bank satisfactory to the City and shall be withdrawn only with the City's written approval to reimburse such actual costs as the builder's risk carrier has agreed to reimburse. The City shall have no liability for failure of the builder's risk carrier to pay for any particular cost of repairs. In the event of the termination of the Contractor for default, the Contractor shall forfeit all rights to builder's risk insurance proceeds and City may expend such proceeds to complete the Project as if they were unpaid contract monies.

13.1.5 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.

13.1.6 Proof of Coverage – Before execution this Agreement, the Contractor shall furnish the City with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements, which shall be included as Exhibit L, CONTRACTOR'S INSURANCE CERTIFICATES. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on endorsement forms acceptable to the City. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the City before Work commences. Except for the waiver of subrogation rights endorsements, as required herein, no other endorsements are required for workers compensation or excess liability insurance. Such certificates of

insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City. The Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance.

For all insurance policy renewals during the term of this Agreement, Contractor shall send insurance certificates reflecting the policy renewals directly to EBIX via email at roseville@ebix.com, or via fax to (770) 325-5727.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:

- The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents and volunteers; or
- The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this article, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, declare a material breach of this Agreement and suspend all further work pursuant to this Agreement until Contractor has provided evidence that its insurance coverage meets the requirements of the Contract Documents.

13.1.7 Third Party Insurance Requirements - The Work, as contemplated by the Contract Documents, does not specifically require an encroachment permit from other public agencies or utilities. However, in the event the Contractor chooses a means and method of construction that results in Work requiring an encroachment permit from a public utility, or any other local, state, federal or public agency, Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the City herein, the requirement(s) providing the more protective coverage for both the City and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the City at the same time Contractor submits all other contractually required insurance, which is no later than ten (10) days after Notice of Intent to Award, unless otherwise agreed to in writing by the City prior to this deadline.

13.1.8 Insurance During Guarantee Period - For all work the Contractor or its subcontractors perform during the guarantee period, workers compensation and commercial general liability insurance in the amounts and format required herein shall remain in force and be maintained for three (3) years after Final Completion of the Work.

The Contractor shall be responsible for paying any and all deductible costs for claims against its workers compensation and commercial general liability insurance.

13.2 General Indemnification Obligations

- A. The Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, at the Contractor's expense, the City, and their directors, elected officials, officers, officials, employees, agents, consultants, design engineers, Funding Agencies and each of them (collectively the "Indemnified Parties"), from and against any and all liability, loss, damage, claims, actions, causes of action, expenses and costs (including, without limitation, reasonable City staff attorney fees and outside attorney fees, and costs and fees of litigation) (collectively, "Liability") of every nature to the extent caused by Contractor's negligent performance of the Work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except that such obligation to defend and indemnify does not apply to the extent such Liability was caused by the active negligence, sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
 2. Liability or claims arising directly or indirectly from Contractor's negligent acts that cause bodily injury, occupational sickness or disease, or death of the Contractor's, or supplier's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
 3. Liability or claims arising directly or indirectly from or based on the violation of any laws or regulations, whether by the Contractor, its subcontractors, employees, or agents;
 4. Liability or claims arising directly or indirectly from the negligent or legally unauthorized use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its subcontractors, employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, subcontractors, suppliers, or any of their employees or agents due to Contractor's negligence or breach of any obligation in this Agreement;
 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the directors, officers, elected officials, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's negligent or improper use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon;

10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or privities pursuant to this Agreement, whether or not there is concurrent negligence on the part of the Indemnified Parties;
 11. Liability or claims arising directly or indirectly from the failure of the Contractor to comply with the Section 01 11 80, ENVIRONMENTAL CONDITIONS, Section 01 12 16, WORK SEQUENCE or Section 01 35 43, ENVIRONMENTAL PROCEDURES; and
 12. Liability or claims arising out of the Contractor's performance of the Work.
- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other consultants and professionals and court costs of appeal) incurred by said Indemnified Parties arising out of or in enforcing the provisions of this article.
 - C. The indemnification obligation under this Article 13.2 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.
 - E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Agreement.
 - F. The Contractor hereby agrees at its expense promptly to assume the defense of and to defend, with counsel acceptable to the City, against any indemnified Claim, suit or other proceeding brought thereon, and promptly to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred against the City, and each elected officials, officers, representatives, agents, consultants, design engineers or employees, or any of them to the extent arising from any negligent act, error, or omission, or from any willful misconduct of the Contractor in the performance of the Contractor's obligations under this Agreement.
 - G. The only limitations on this provision shall be those imposed by Civil Code section 2782.

13.3 Hazardous Substance Indemnifications Obligations

Neither the Contractor nor its subcontractors or suppliers shall use, generate, manufacture, store or dispose of on, under or about the Site, or transport to, from, along or across the Site, any flammable, explosive radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent, as those terms may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance").

- A. Without limiting any remedies the City may have, in the event any disposal, release, discharge or spill of a Hazardous Substance or other contamination occurs within the Site at any time during, or as a result of, the Contractor's use of the Site, except such spills or contamination to the extent directly caused by the sole negligence or willful misconduct of the City, its contractors, officers, representatives, agents, consultants, design engineers or employees, the Contractor shall immediately notify City and take all action to mitigate the effects of such disposal, release,

discharge, spill or contamination. The Contractor shall at the Contractor's own expense, unless otherwise directed by the City, remediate such disposal, release, discharge of spill or contamination in compliance with all applicable laws, rules and regulations. The City shall have the option to perform the remediation itself or through any contractor if the Contractor fails to do so. The Contractor shall cooperate with the City to complete the remediation and shall reimburse the City for all costs and expenses incurred in connection with the remediation.

- B. In the event that the Contractor observes any material that the Contractor believes or has reason to believe may be a Hazardous Substance or encounters any unknown physical condition of any unusual nature within the Site, other than disposals, releases, discharges, spills or contamination covered in paragraph A, above, the Contractor shall, without disturbing the condition, immediately cease all use of the Site and notify the City. The City shall investigate the condition and take any clean-up or other remedial action City deems necessary in its sole discretion.
- C. In the event the City or its contractor elects to perform remediation work, the Contractor shall upon notice from the City, cease use of the Site as directed in the notice. The City will notify the Contractor when the condition has been resolved, at which time, but not before, the Contractor may resume its use of the Site.
- D. The Contractor agrees to assume liability for and to defend and hold harmless the Indemnified Parties from and against all injuries or death to any person and damage to any property, and all related expense, including without limitation attorneys' fees, investigators' fees, administrative charges, litigation expenses and any judgments, fines, penalties or other charges assessed against Indemnified Parties, resulting from the Contractor's failure to comply with this article and any laws, rules or regulations concerning the subject matter hereof. The provisions of this article shall survive the expiration and termination of this Agreement.

The obligations and liabilities arising under the Article 13.3, HAZARDOUS SUBSTANCE INDEMNIFICATIONS OBLIGATIONS, shall be in addition to and independent of those obligations and/or liabilities arising under the other provisions of this Agreement and shall in no way limit, alter, reduce or eliminate the effect of such other provisions.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed by California law (excluding choice of law rules).

14.2 Assignment. The Contractor will not assign any rights or delegate duties under this Agreement without the written consent of the City, which consent will not unreasonably be withheld, including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. City has consented to Contractor's use of subcontractors listed in Exhibit E, DESIGNATION OF SUBCONTRACTORS.

14.3 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 articles 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.

14.4 Contractor Licensing. For the duration of the Agreement, the Contractor shall possess a valid State of California Class A - General Engineering Contractor's License.

14.5 Permits and Licenses. For the duration of the Agreement, the Contractor shall have a local business license for the work contemplated. All subcontractors will be required to secure the appropriate local business license before they commence Work on the Project. The Contractor shall have all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature legally required for Contractor to practice its profession or provide any Work or services under this Agreement. Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor to practice its profession or provide such Work or services.

14.6 Whole Agreement. This Agreement, the Exhibits hereto, and the other Contract Documents, Specifications and Drawings represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein.

14.7 Conflict of Interest. Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of Work under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of the City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City at all times during the performance of this Agreement. If Contractor is or employs a former officer or employee of the City, Contractor and any such employee(s) shall both immediately notify the City's Representative and both shall comply with any City requests pertaining to appearances before the City Council or any City department, board, commission or committee.

14.8 Contractor Not Agent. Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

14.9 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.

14.10 Contractor Shall Assume Risks. Until the Final Completion by City of all Work under this Agreement, 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 except earthquake or flood, to all or any portions of the Work, except as otherwise stipulated and/or as compensated by insurance.

14.11 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 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.

14.12 Not Used.

14.13 Penalty for Collusion. If, at any time, it is found that the person, firm, or corporation to whom this Agreement has been awarded has, in presenting any proposal, bid or bids, colluded with any other party or parties, then this Agreement shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby.

14.14 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Engineer, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14.15 Rights of Action. No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement, except where a third party is identified as an express intended beneficiary of the Contractor's obligations owed to City, including, but not limited to, the indemnification and additional insured requirements contained in the Contract Documents. The parties to this Agreement are the Contractor and the City.

14.16 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the other Contract Documents shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this article. All such notices shall be sent by:

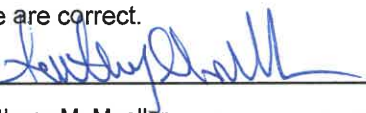
- D. Personal delivery, in which case notice is effective upon delivery;
- E. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- F. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- G. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

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 _____, 2019, and CONTRACTOR is duly authorized and has caused this Agreement to be executed.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

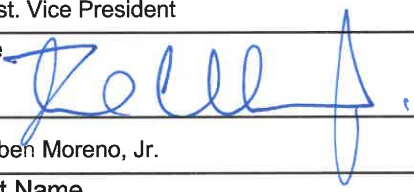
DATE October 10, 2019

BY 

Anthony M. Mueller

Print Name

Asst. Vice President

Title 

BY _____

Ruben Moreno, Jr.

Print Name

Secretary

Title

1000001448

DIR Registration #

77-0004110

Federal ID#

309-6519-8

State ID#

00841298

City of Roseville Business License Number (City will not award Agreement until Business License Number is obtained)

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (*please specify*: _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF ROSEVILLE
a municipal corporation

DATE: _____

BY _____
Dominick Casey, City Manager

Original Approved As To Form:

Attest:

Robert R. Schmitt, City Attorney

Sonia Orozco, City Clerk

Original Approved As To Substance:



Richard D. Plecker, Director of Environmental Utilities

Notices to the Parties shall be given at the following addresses and fax numbers:

City:

City Clerk of City of Roseville
311 Vernon Street
Roseville, CA 95678
Fax Number: 916-786-9175

Contractor:

W. M. Lyles Co.

P.O. Box 4377

Fresno, CA 93744

Fax Number: (559) 487-7949

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2019

STATEMENT OF PRE-QUALIFICATION

**PLEASANT GROVE WASTEWATER TREATMENT
PLANT EXPANSION PROJECT
AND/OR
PLEASANT GROVE WASTEWATER TREATMENT
PLANT ENERGY RECOVERY PROJECT
AND/OR
BOTH ABOVE PROJECTS INDEPENDENTLY**



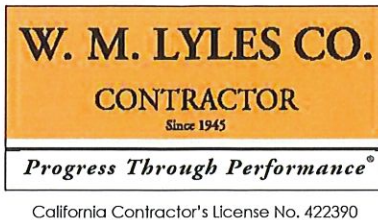
W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

***Strength Through Diversification, an integral part of the Lyles Construction Group
W. M. Lyles Co. - New England Sheet Metal and Mechanical Co. - American Paving Co.***



Corporate Office
P.O. Box 4377
Fresno, CA 93744-4377
Telephone (559) 441-1900
Fax (559) 487-7958

www.wmlyles.com
An Equal Opportunity Employer

April 1, 2019

Tracie Mueller, P.E.
City of Roseville Environmental Utilities – Engineering
2005 Hilltop Circle
Roseville, CA 95747

Reference: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Dear Ms. Mueller,

W. M. Lyles Co. is pleased to provide the enclosed information in response to your Request for Statement of Pre-Qualification for the above referenced projects.

We are proud to be an integral part of the construction industry since our founding in 1945 and consider the professional relationships we have developed over the years to be stronger than those of our competitors. We currently operate five construction divisions throughout the State of California from Sacramento to Temecula. Our strategic locations provide our customers better service and outstanding centralized construction quality.

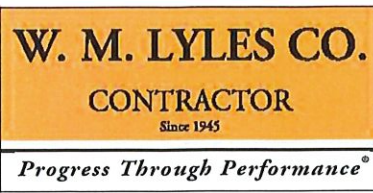
W. M. Lyles Co. is a member of Lyles Construction Group (LCG), which is comprised of W. M. Lyles Co., New England Sheet Metal and Mechanical Co., and American Paving Co. LCG is listed in ENR's Top 400 Contractors and Top 200 Environmental Firms and provides contracting services for individual projects up to \$200 million. Over the past five years, LCG has averaged over 1 million craft manhours. The companies within LCG have the capacity to self-perform the following types of work: pipelines, earthwork, grading, paving, concrete flatwork, wet and dry utilities, structural concrete, mechanical and civil piping, HVAC, refrigeration, plumbing, and equipment installation.

W. M. Lyles Co. has the financial resources and risk management structure to successfully and responsibly complete major projects. Our bonding limits are \$1 billion single project and \$2 billion aggregate, and we have ample available bonding capacity to include new projects in our construction portfolio.

Safety is a priority and our experienced safety professionals provide the necessary training and inspection for our management staff and field crews to safely meet the varied demands of our industry. As a result of this commitment to safety we maintain an insurance modification rate of 0.78, which is well below the industry average.

Corporate Office: 1210 W. Olive, Fresno, CA 93728

Bakersfield (661) 387-1600 | Fresno (559) 268-1540 | Temecula (951) 973-7393 | Sacramento (916) 375-1833 | Visalia (559) 651-1450



California Contractor's License No. 422390

Corporate Office
P.O. Box 4377
Fresno, CA 93744-4377
Telephone (559) 441-1900
Fax (559) 487-7958

www.wmlyles.com
An Equal Opportunity Employer

Thank you for considering W. M. Lyles Co. Please do not hesitate to contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Lawrence", is written over the typed name.

Joseph B. Lawrence
Asst. Vice President

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

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STATEMENT OF PRE-QUALIFICATION

**PLEASANT GROVE WASTEWATER TREATMENT
PLANT EXPANSION PROJECT**

AND/OR

**PLEASANT GROVE WASTEWATER TREATMENT
PLANT ENERGY RECOVERY PROJECT**

AND/OR

BOTH ABOVE PROJECTS INDEPENDENTLY

TAB

Addendum Acknowledgement

1

Statement of Pre-Qualification with Submittal Form

2

Part I - Essential Requirements for Pre-Qualification

3

**Part II – Organization, History, Organizational Performance,
Compliance with Civil and Criminal Laws**

4

Part III – Recent Construction Projects Completed

5

Attachment A – Prospective Proposer’s Certification

6

Conflict of Interest Statement

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Letter of Intent to Insure

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EMR Letter

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Notarized Bonding Capacity Letter

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W. M. LYLES CO.

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Tab 1

Addendum Acknowledgement

IMPORTANT

3/20/19

TO: Proposers

FROM: Tracie Mueller, Senior Engineer, Environmental Utilities Dept.

RE: 08-050 Contractor Statements of Pre-Qualification for the Pleasant Grove Wastewater Treatment Plant Expansion Project and/or Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM ONE*****

- Adding Mandatory Pre-SOPQ Meeting Agenda document for download from Public Purchase
- Adding Mandatory Pre-SOPQ Meeting Slide Deck for download from Public Purchase
- Adding Mandatory Pre-SOPQ Meeting Sign-In List for download from Public Purchase

Please note the following revisions, which represent one attachment:

1. REVISIONS TO TABLE OF CONTENTS, PAGE I

Revise the list of Appendices as shown below:

APPENDIX A- PGWWTP EXPANSION PROJECT DESCRIPTION
APPENDIX B- CONTRACTOR PRE-QUALIFICATION SCORING
APPENDIX C- PGWWTP EXPANSION SITE PLAN
APPENDIX D- BONDS AND INSURANCE
APPENDIX E- PGWWTP ERP DESCRIPTION
APPENDIX F- PGWWTP ERP SITE PLAN
APPENDIX G – PROSPECTIVE PROPOSER'S CERTIFICATION

2. REVISION SECTION 1.3, PAGE 3

Revise the text at the top of page 3 as shown below:

choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-~~CP~~ of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

3. REPLACEMENT PAGES FOR THE SOPQ SUBMITTAL FORM WITH SECTION 3

Replace pages 12, 13, 14, 15, 16 and 20 of the RFPQ with the corresponding attached Addendum 1 pages. The attached pages listed below shall be used in lieu of the original page 12, 23, 14, 15, 16 and 20 and included within the SOPQ Submittal package. Note that these pages have "Addendum 1 page #" included in the footer. The changes within the attached replacement sheets are summarized below:

- Addendum 1 page 12 – Within the first sentence on the top of page 12 for Part I stating "An answer of "No" to any of the Questions 1 through 9..." has been revised to remove question 9.
- Addendum 1 page 13 –
 - Within Part I, question 7 at the top of the page the "Date of financial statement must be 2018." has been revised to "Date of financial statement must be December 2017 or later."
 - Within Part 1, question 9 has been eliminated and replace with the text "NOT USED."
- Addendum 1 page 14 – PART I(A) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(A)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 15 – PART I(B) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(B)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 16 – PART I(C) second sentence from bottom of page stating "Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work and also self-performed all structural concrete on each of the projects listed in Part III, Item 39(B)" has been revise to remove the "and also self-performed all structural concrete".
- Addendum 1 page 20 - Part II, B, question 3 bold note that states "NOTE: All Prospective Proposers will be required to submit non-

collusion affidavits” has been revised to require Prospective Proposers to properly execute and submit the certification added as Appendix G within this addendum as Attachment A of the SOPQ Submittal.

4. ADD APPENDIX G, PROSPECTIVE PROPOSER’S CERTIFICATION AS PAGE 86

Add the attached Appendix G cover sheet and Prospective Proposer’s Certification form attached as Appendix G to the RFPQ.

5. MANDATORY PRE-SOPQ SUBMITTAL MEETING STATEMENTS AND RESPONSES TO QUESTIONS

General statements made by the City after the City team’s presentation, and questions presented at the March 18, 2019 Mandatory Pre-SOPQ Submittal Meeting with City responses are included below:

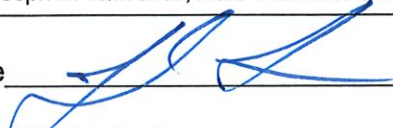
- A. City Statement: A Prospective Proposer shall check all three boxes in the “Declaration of PGWWTP Project(s) SOPQ submission” to be considered for the possibility of being awarded both projects and they must fill out all of the three SOPQ options in the submission packet.
- B. City Statement: The timeline for the financial statements will be revised as some contractors will not have their 2018 documents certified in time for the SOPQ Submittal.
- C. Question: Has the SRF funding award been received?
Response: Not yet, but the PGWWTP projects moving into construction are not dependent on receiving these funds.
- D. Question: What will the California Energy Commission requirements be?
Response: Those requirements are still being developed and will be included in the Request for Bid Proposals.
- E. Question: On page 3 it states scoring requirements are for Part II B-F, but is there a D, E and F?
Response: No, this text will be revised via addendum as this was a revision that was not caught and is an error.
- F. Question: Is May 13th 2019 a hard date for RFP to be posted?
Response: No, as stated in the RFPQ and presentation it is tentative.

- G. Question: Is April 1, 2019 a hard submittal date for the SOPQ Submittal?
Response: Yes, April 1, 2019 by 3:00 PM is still the required SOPQ Submittal due date. The City does not see a reason at this time to extend this deadline.
- H. Question: What will be required in the Request for Bid Proposals?
Response: Two envelopes will be required. The first will be the technical project approach which will include things like team description and safety pass/fail exhibits, etc. The second envelope will be for the commercial terms including a Guaranteed Maximum Price (GMP), markups for overhead and profit, proposed cost savings percentages, etc. Envelope 1 will be scored and recorded first and then envelope 2 will be opened and scored.
- I. Question: How do we access the Public Purchase website?
Response: www.publicpurchase.com
- J. Question: How much will the GMP count in the scoring?
Response: The scoring is still being developed and will be included in the Request for Bid Proposals, but the GMP itself (not including other scoring within the second envelope) will likely not be more than 50%.
- K. Question: How complete are the design drawings?
Response: The designs are both at or close to complete and will be provided in the Request for Bid Proposals for Prospective Proposers to review and determine.
- L. Does the City use this Design Assist process all the time?
Response: No, but we have used it in the past including most recently for our recent Dry Creek Wastewater Treatment Plant improvement projects that are currently under construction.

Please include a signed copy of the addendum with your proposal.

I acknowledge receipt of Addendum One

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date April 1, 2019

IMPORTANT

3/20/19

TO: Proposers

FROM: Tracie Mueller, Senior Engineer, Environmental Utilities Department

RE: 08-050 Contractor Statements of Pre-Qualification for the Pleasant Grove
Wastewater Treatment Plant Expansion Project and/or Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

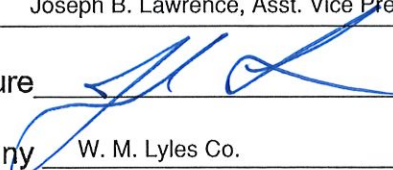
*****ADDENDUM TWO*****

- Attached are pages 12, 13, 14, 15, 16 and 20 which were inadvertently left out of Addendum 1

Please include a signed copy of Addenda One and Two with your proposal.

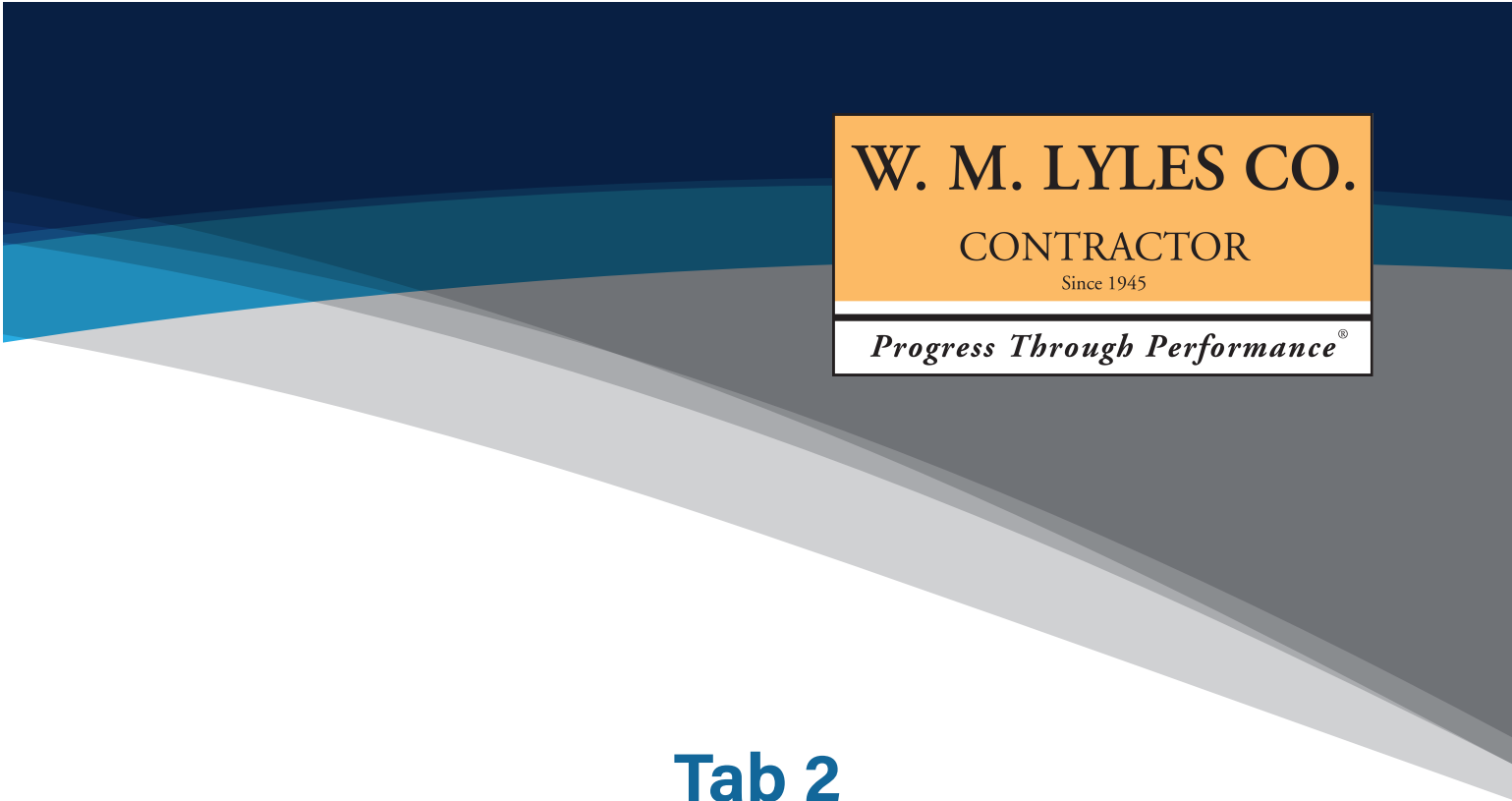
I acknowledge receipt of Addendum Two

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date April 1, 2019

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black, italicized serif font. The background of the entire page features a series of overlapping, curved shapes in shades of dark blue, medium blue, and light grey, creating a sense of depth and movement.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 2

Statement of Pre-Qualification with Submittal Form

SECTION 1

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF STATEMENT OF PRE-QUALIFICATION (SOPQ) PACKAGES

1.1 DEFINITIONS

For the purpose of this Statement of Pre-qualification (SOPQ) submittal, the following definitions shall apply:

Statement of Pre-qualification (“SOPQ”) - The documents requested by the City and the information submitted by the Prospective Proposers that form the Pre-Qualification package for the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects.

Prospective Proposer - Any individual, partnership, corporation, limited liability company, or other combination thereof who submits an SOPQ to the City for consideration of contract award for completing the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects, acting directly or through an authorized representative.

City- The City of Roseville, employees acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Pleasant Grove Wastewater Treatment Plant Expansion Project (“PGWWTP Expansion”)
The project generally consists of construction of four new primary clarifiers with odor control facilities and an electrical building, a solids thickening building, sludge pumping systems, two anaerobic digesters and a digester control building, a ferric chloride dosage and storage facility, a waste gas burner, two boilers, conversion of two waste activated sludge holding tanks to a centrate storage and digested sludge holding tank, a centrate wet well and associated pump system and all other miscellaneous improvements in support of the project, including asset management, start up and testing to provide a complete and operational system in all respects. A more detailed description of the PGWWTP Expansion is included in Appendix A - PGWWTP Expansion Project Description. PGWWTP Expansion Site Plans are included in Appendix C.

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project (“PGWWTP ERP”)
The completed PGWWTP ERP will provide compressed natural gas (CNG) to be utilized by City vehicles, generate heat and power for the plant, and receive trucked high strength waste materials from local industry. The project will be constructed on undeveloped City-Owned land adjacent to and immediately south of the existing PGWWTP. A new CNG fueling station will be installed to fuel the City’s solid waste fleet. The facility includes all the compressors, dispensers, high pressure storage, and fuel management systems required for a fully operational fast-fill station. The CNG vehicle fuel will be derived from biomethane from a new biogas upgrading system. On an as-needed basis, pipeline natural gas may be utilized to supplement CNG demand. The new biogas upgrading system will treat the City’s digester gas (from anaerobic digesters constructed as part of the PGWWTP Expansion) to meet CNG engine fuel quality requirements. A new microturbine cogeneration facility will use digester gas or a blend of biogas-upgrading tail gas and natural gas

to produce electricity and heat. A new high strength waste receiving station will allow for offloading of trucked material to be fed to the anaerobic digesters.

A more detailed description of the PGWWTP ERP is included in Appendix E - PGWWTP ERP Project Description. A PGWWTP ERP Site Plan is included in Appendix F.

1.2 DELIVERY OF SUBMITTAL

A total of four (4) bound hard copies of the SOPQ and one electronic (PDF) copy on a USB flash drive shall be submitted no later than **3:00 PM April 1, 2019** to:

City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Attention: Tracie Mueller, P.E., Environmental Utilities- Engineering

SOPQ packages shall be submitted in sealed envelopes marked “Confidential” and shall include the following title on the front of the package, “Contractor SOPQ for the PGWWTP Expansion and/or the PGWWTP ERP and/or both PGWWTP projects”.

1.3 PREPARATION OF SUBMITTAL

The bound copies of the SOPQ package shall be assembled in separate binders with a title page, table of contents, and section dividers. The SOPQ package submittal information shall be presented in the same order as in this RFPQ; submitting the whole document beginning with page 1. All pages shall be 3-hole punched and printing shall be arranged so that punching does not obliterate any data. Only one financial statement shall be submitted. A single hard copy of a reviewed or audited company financial statement shall also be provided in a separate sealed envelope with the original SOPQ package submittal.

It is mandatory that all Prospective Proposers who desire to submit a proposal for the PGWWTP Expansion or the PGWWTP ERP or both PGWWTP projects, fully complete the SOPQ questionnaire, provide all materials requested herein, and be approved by the City to be on the final pre-qualified contractors list for each or both PGWWTP projects. Proposals will be rejected from a Prospective Proposer that has failed to comply with these requirements.

The City recognizes that large construction companies (e.g. revenues in excess of \$250 million per year) have multiple branches/divisions for geographic and/or type of construction coverages. In such cases, the Prospective Proposer may elect to submit a set of qualifications for a specific company branch or division which shall be clearly identified in a cover letter for the SOPQ package submittal. As such, should a Prospective Proposer

choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-F of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

1.4 WITHDRAWAL OF SUBMITTAL

A SOPQ may be withdrawn by written request to Tracie Mueller, P.E., Environmental Utilities- Engineering, 2005 Hilltop Circle, Roseville, CA 95747 within five business days of submittal.

1.5 LATE SUBMITTAL

Any SOPQ stamped by the City Clerk's office after the scheduled receipt date and time will not be considered and will be returned to the Prospective Proposer unopened.

1.6 INTERPRETATION OF INFORMATION

This RFPQ includes a description of the scope of Pre-Qualification, qualification requirements, and instructions for submitting the SOPQ. Failure to follow these instructions may result in rejection of the Prospective Proposer's SOPQ.

The deadline for questions regarding the RFPQ is per Milestone Table in Notice to General Contractors Section.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFPQ. Direct all inquiries regarding this RFPQ via <https://www.publicpurchase.com/>.

In the event that it becomes necessary to revise any part of this RFPQ, a written addenda will be issued. Any amendment to this RFPQ is valid only if it is in writing and issued by the Environmental Utilities Department via Public Purchase.

All addenda for this RFPQ will be distributed to Prospective Proposers who have registered with <https://www.publicpurchase.com/> and who have downloaded the RFPQ. It is the Prospective Proposer's sole responsibility to monitor this website for possible addenda to this RFPQ. Failure of Prospective Proposer to retrieve addenda from this site shall not relieve the Prospective Proposer of the requirements contained therein. Additionally, failure of the Prospective Proposer to return a signed addendum, with the submittal, will be cause for rejection of the submittal.

1.7 DETERMINATION

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. The City reserves the right to check other sources available. The City's decision will be based on objective evaluation criteria.

The City will determine the Pre-Qualification status of each Prospective Proposer based on the responses to the information requested in Section 3. The City shall be the sole judge as to the adequacy of each Prospective Proposer to perform work on the PGWWTP Expansion or the PGWWTP ERP or both PGWWTP projects, and City's decision shall be final.

The City reserves the right to waive minor irregularities and omissions in the information contained in the SOPQ submitted, and to make all final determinations.

The anticipated schedule for Prospective Proposer Pre-Qualification determination is provided in the Notice to Contractors.

Where a timely and completed application results in a rating below that which is required for Pre-Qualification, an appeal can be made. An appeal is begun by the Prospective Proposer delivering notice to the City Clerk of its appeal of the decision with respect to its Pre-Qualification rating, no later than five business days following notification of not being prequalified. Without a timely appeal, the Prospective Proposer waives any and all rights to challenge the decision of the City, whether by administrative process, judicial process or any other legal process or proceeding.

If the Prospective Proposer gives the required notice of appeal and requests a hearing, an appeals panel hearing shall be conducted. The hearing shall be an informal process conducted by a panel to hear such appeals. At/or prior to the hearing, the Prospective Proposer will be advised of the basis for the City's Pre-Qualification determination. The Prospective Proposer will be given the opportunity to present information and present reasons in opposition to the rating. Within five business days of the conclusion of the hearing, the appeals panel will render its decision.

The list of prequalified contractors will be posted to the City of Roseville's Public Purchase website at: <https://www.publicpurchase.com/>

Prospective Proposers opposing any other firms on the prequalified list, (based on potential for proposal collusion only), shall deliver written notice to the City within five business days of posting. The City will establish a review panel and conduct a hearing in the same process as identified above for the appeals process. Within five business days of the conclusion of the hearing, the review panel will render its decision.

The City reserves the right to adjust, increase, limit, suspend or rescind the Pre-Qualification rating based on subsequently learned information. Prospective Proposers whose rating decrease enough to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described above for appealing a Pre-Qualification rating.

1.8 EXCLUSION OF COST QUOTATIONS

The SOPQ submittal is a request for information, not a cost proposal. Prospective Proposers are advised that a formal or informal cost quotation for either PGWWTP project is not requested by the City and should not be included with the submittal. Any such information furnished will not be considered.

SECTION 2

SCOPE OF PRE-QUALIFICATION

2.1 INTENT

The Pre-Qualification procedure will be used to determine responsible Prospective Proposers for the PGWWTP Expansion, the PGWWTP ERP, and both PGWWTP projects. However, Pre-Qualification is not a conclusive determination of responsiveness and responsibility and a prequalified proposer may be rejected as nonresponsive or non-responsible by the City during the subsequent request for proposal process for each or both PGWWTP projects. In all cases, the Prospective Proposer ultimately awarded the contract shall comply with the requirements of the construction contract documents for each or both respective PGWWTP projects.

2.2 EXPERIENCE REQUIREMENT

The Pre-Qualification procedure involves the review and evaluation of information regarding the proven experience of the Prospective Proposers to construct each or both PGWWTP projects in a manner acceptable to the City. The experience of the Prospective Proposer will be evaluated on the basis of the SOPQ submittal and information gathered by the City from the references (provided by the Prospective Proposer) of related projects. Proven experience is defined as the actual performance of the Prospective Proposer on previous construction projects of a similar nature (see Part III of Section 3 for experience requirements) as corroborated by said references.

The City is not obligated to prequalify or accept a Prospective Proposer with no or unsatisfactory related experience.

2.3 CONFLICT OF INTEREST

The Prospective Proposer shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract for either PGWWTP project contained in this RFPQ, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Prospective Proposers submitting a SOPQ in response to this RFPQ must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Prospective Proposer or the Prospective Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Prospective Proposer has no conflicts of interest, a statement to that effect must be included in the SOPQ submittal. Violation of this section shall disqualify the Prospective Proposer.

2.4 PROHIBITIONS AGAINST INTEREST IN MORE THAN ONE PROPOSAL ON A SINGLE PROJECT AND PROPOSER COLLUSION

A company, corporation, LLC, or other entity is not permitted to submit more than one proposal on a single project or have a financial interest in more than one proposal on a single project.

If a company, corporation, LLC, or other entity seeking to prequalify is a direct or indirect parent or subsidiary, or otherwise affiliated with another company, corporation or other entity also seeking to prequalify, neither is eligible to prequalify unless they prove to the satisfaction of the City that they satisfy the foregoing requirements by operating separately and independently from each other and that they do not currently, and will not in the future, have any direct interest in the other's proposal or performance of the contract. To so prove, each affiliated company, corporation, LLC, or other entity seeking to prequalify must provide the information required under Part II.B.3-4 and submit such additional documentation as is sufficient to prove to the satisfaction of the City that the foregoing requirements are satisfied. Affiliated companies not providing enough proof will be notified and will be allowed to rescind SOPQ submittal(s) to allow one of the affiliated firms to prequalify.

SECTION 3

SUBMITTAL INFORMATION

3.1 GENERAL

The SOPQ submittal prepared and delivered by a Prospective Proposer shall include as a minimum the information listed herein. Each Prospective Proposer shall review the requirements of this RFPQ Document and provide whatever additional information may be required to allow complete determination of conformance with the evaluation criteria utilized for the basis of determination (Section 4). Incomplete or unclear information may be grounds for rejection of a submittal as nonresponsive.

STATEMENT OF PRE-QUALIFICATION SUBMITTAL FORM	PAGE 9
PART I	PAGE 12
PART II	PAGE 17
PART III	PAGE 30

STATEMENT OF PRE-QUALIFICATION SUBMITTAL FORM

TO: Tracie Mueller, P.E.
City of Roseville Environmental Utilities- Engineering
2005 Hilltop Circle
Roseville, CA 95747

FOR: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT
and/or
PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY
PROJECT
and/or
BOTH ABOVE PROJECTS INDEPENDENTLY

STATEMENT OF PRE-QUALIFICATION FOR GENERAL CONTRACTORS

THE UNDERSIGNED PROSPECTIVE PROPOSER HEREBY AGREES AND DECLARES
THAT:

DETERMINATION OF PRE-QUALIFICATION

Receipt of this submittal by the City does not constitute either a direct or implied guarantee to the Prospective Proposer that Pre-Qualification is or will be granted. The undersigned agrees to the procedures and conditions of the Pre-Qualification requirements described in the RFPQ.

COMPLETENESS AND ACCURACY

All Prospective Proposer statements and information contained in the SOPQ shall be complete and accurate. The submittal contains no false or deliberately misleading information.

DECLARATION OF PGWWTP PROJECT(S) SOPQ SUBMISSION

The undersigned Prospective Proposer is submitting the following SOPQ submission to the City. The Prospective Proposer may submit on Item 1, Item 2, Items 1 & 2, and also Items 1, 2 & 3.

1. SOPQ submission for PGWWTP Expansion by completing Part III, Item 39(A).

☒ Yes ☐ No

2. SOPQ submission for PGWWTP ERP by completing Part III, Item 39(B).

☒ Yes ☐ No

3. SOPQ submission for both above PGWWTP projects independently by completing Part III, Item 39(C).

☒ Yes ☐ No

Important Note to Prospective Proposer:

The City will evaluate received SOPQs for the PGWWTP Expansion and the PGWWTP ERP independently. After such independent evaluations, if (during the Request for Proposals and Award Phase), the City determines that the Proposals received from the same Contractor obtained the highest score for each project, the City can only award both projects to this Contractor if the Contractor marks “Yes” to item 3 above and was pre-qualified by the City for both projects. If a Prospective Proposer marks “No” to item 3 above, and submits a Proposal for each of the PGWWTP projects, the City can only award one of the two projects to this Contractor, even if the Contractor received the highest score on each project.

CLOSING STATEMENT

- A. The undersigned is a legally authorized representative of the contractor.

Legal name of Prospective Proposer:	<u>W. M. Lyles Co.</u> (as it appears on license)
Contact:	<u>Joseph B. Lawrence</u>
Phone:	<u>(559) 441-1900</u>
Business address:	<u>1210 W. Olive Avenue</u> <u>Fresno, CA 93728</u>
Fax:	<u>(559) 487-7949</u>
E-Mail Address	<u>jlawrence@wmlylesco.com</u>

Proposer's Valid California Contractor's License No.	<u>422390</u>
--	---------------

Classification(s) A, B

- B. Addenda:

The undersigned acknowledges receipt of the following Addenda Nos.: 1, 2

Failure to acknowledge Addenda will result in the rejection of the Prospective Proposer's SOPQ submittal.

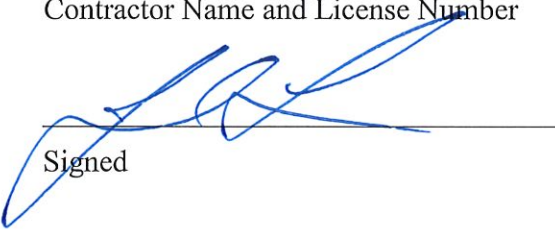
The submission of a SOPQ package shall constitute an acknowledgment upon which the City may rely that the Prospective Proposer has thoroughly examined and is familiar with the RFPQ and that the Prospective Proposer has waived any objections or contentions regarding the SOPQ document and/or the Pre-Qualification requirements set by the City to determine if a Prospective Proposer is approved to submit a proposal for either or both the PGWWTP projects.

By my signature below, I acknowledge receipt of this document and agree to be bound by its terms and agree to submit it as part of the SOPQ package submittal to the City.

I, the undersigned, certify and declare that I have read all of the answers to this SOPQ questionnaire and I know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief and I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

W. M. Lyles Co., License No. 422390

Contractor Name and License Number


Signed

Joseph B. Lawrence

Printed Name

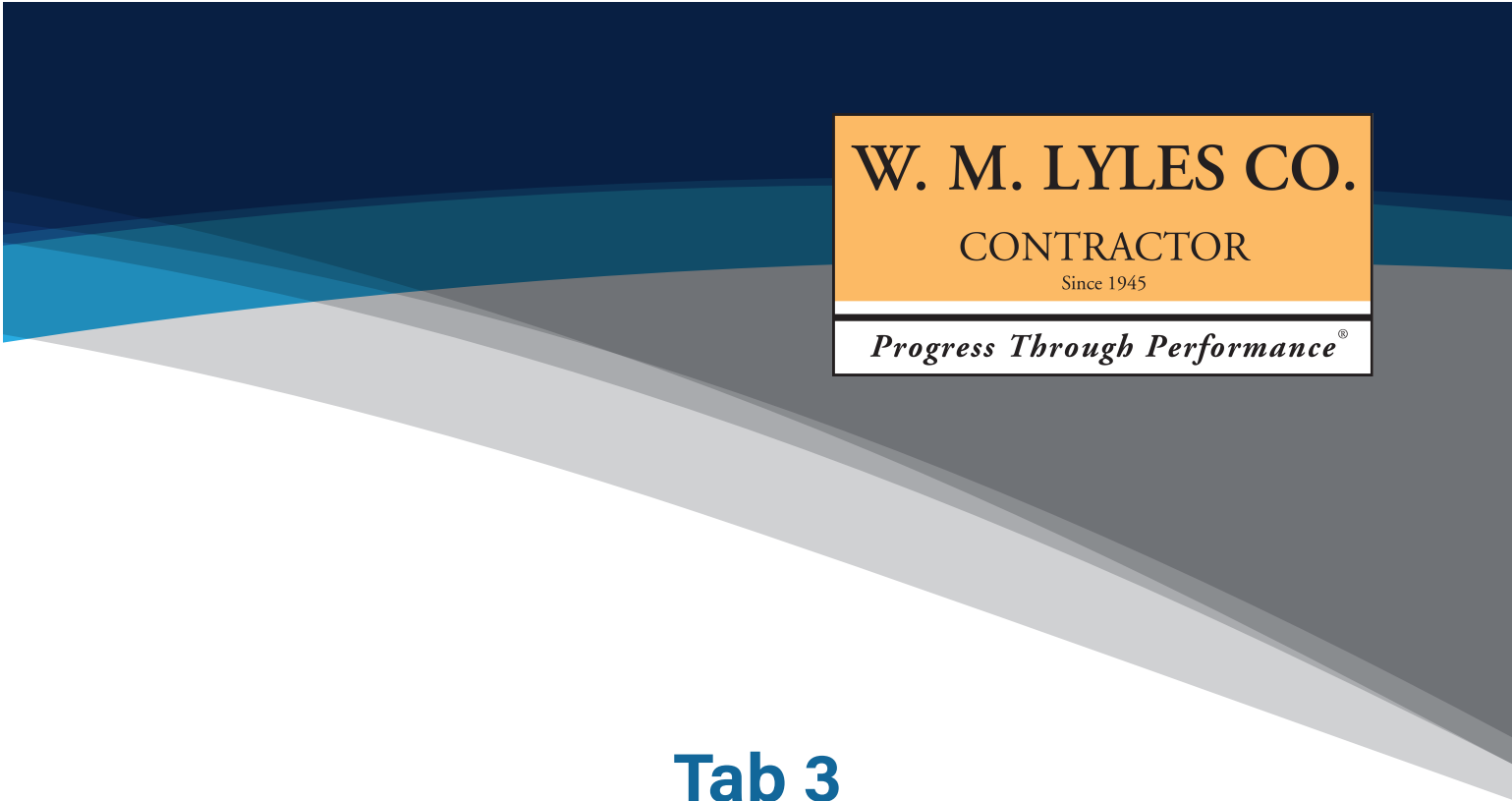
Asst. Vice President

Title

April 1, 2019

Date

****END OF FORM****

The logo for W. M. Lyles Co. is positioned in the upper right corner. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header at the top, transitioning into a series of overlapping, curved bands in shades of blue and grey that sweep across the upper half of the page.

W. M. LYLES CO.

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Tab 3

Part I Essential Requirements for Pre-Qualification

**PART I. ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR
PGWWTP EXPANSION and PGWWTP ERP and both PGWWTP projects**

An answer of “No” to any of the Questions 1 through 8 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

An answer of “Yes” to any of the Questions 10 through 13 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified. If the answer to question 12 is “yes,” and if debarment would be the sole reason for denial of Pre-Qualification, any Pre-Qualification issued will exclude the debarment period.

1. Prospective Proposer possesses a valid and current California Contractor’s license (Class A, General Engineering Contractor) for the project for which it intends to submit a Proposal.

☒ Yes ☐ No

2. Prospective Proposer is registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5.

☒ Yes ☐ No

3. Prospective Proposer has not had a surety finish the work on any contract in the past five years:

☒ Yes ☐ No

4. Prospective Proposer will comply with and provide all insurance as defined in **Appendix D, Bonds and Insurance**.

See tab 8

☒ Yes ☐ No

Note: Prospective Proposer shall provide as part of its SOPQ package submittal a notarized statement, from the insurance carrier(s) or insurance broker that the Prospective Proposer will utilize on the PGWWTP project(s), certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements and are subject to change. The contractor will be required to provide insurance as provided for in the PGWWTP projects contract documents.

5. Prospective Proposer has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☒ Yes ☐ No

☐ Prospective Proposer is exempt from this requirement because it has no employees.

6. Prospective Proposer’s Three-Year Average Experience Modification Rate (EMR) is less than or equal to 1.25 (125%) and Prospective Proposer has furnished a letter from its insurance carrier for verification of its three-year average EMR. See Part II- Item 32.

☒ Yes ☐ No

See tab 9

7. Has the Prospective Proposer attached the latest complete copy of a **reviewed or audited** financial statement with all accompanying notes and supplemental information? Date of financial statement must be December 2017 or later. If Prospective Proposer is a wholly owned subsidiary of another company, Prospective Proposer must also furnish a **reviewed or audited** financial statement of the parent company with accompanying notes and supplemental information.

☒ Yes ☐ No

See separate sealed envelope

NOTE: A financial statement that is not either reviewed or audited is not acceptable and reason for disqualification. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

8. Has the Prospective Proposer attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek Pre-Qualification, and (b) your current available bonding capacity?

☒ Yes ☐ No

See tab 10

NOTE: Notarized statement must be from the surety company, not an agent or broker.

9. **NOT USED.**

10. Has the Prospective Proposer's contractor's license been revoked at any time in the last five years?

☐ Yes ☒ No

11. Has a surety firm completed a contract on the Prospective Proposer's behalf, or paid for completion because the Prospective Proposer's firm was default terminated by the project owner within the last five years?

☐ Yes ☒ No

12. At the time of submitting this SOPQ, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

13. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

PART I(A). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR PGWWTP EXPANSION

Important Note to Contractor: Only answer this question and complete Part III, Item 39(A) if you are submitting an SOPQ for the PGWWTP Expansion.

An answer of "No" to any of the Question 1 will be rated a "Fail" and the Prospective Proposer will be immediately disqualified.

1. In accordance with Part III, Item 39(A), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$150 million** in construction value on the following types of projects:
- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$150 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$45 million**.

Any projects listed in Part III, Item 39(A), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(A). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Request for Contractor Pre-Qualifications

ADDENDUM 1- PAGE 14

PART I(B). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR PGWWTP ERP

Important Note to Contractor: Only answer this question and complete Part III, Item 39(B) if you are submitting an SOPQ for the PGWWTP ERP.

An answer of “No” to any of the Question 1 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

1. In accordance with Part III, Item 39(B), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$80 million** in construction value on the following types of projects:
 - a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract;
or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$80 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$20 million**.

Any projects listed in Part III, Item 39(B), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(B). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

PART I(C). ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION FOR BOTH THE PGWWTP EXPANSION PROJECT AND THE PGWWTP ENERGY RECOVERY PROJECT

Important Note to Contractor: Only answer this question and complete Part III, Item 39(C) if you are submitting an SOPQ for the both above PGWWTP projects.

An answer of “No” to any of the Question 1 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

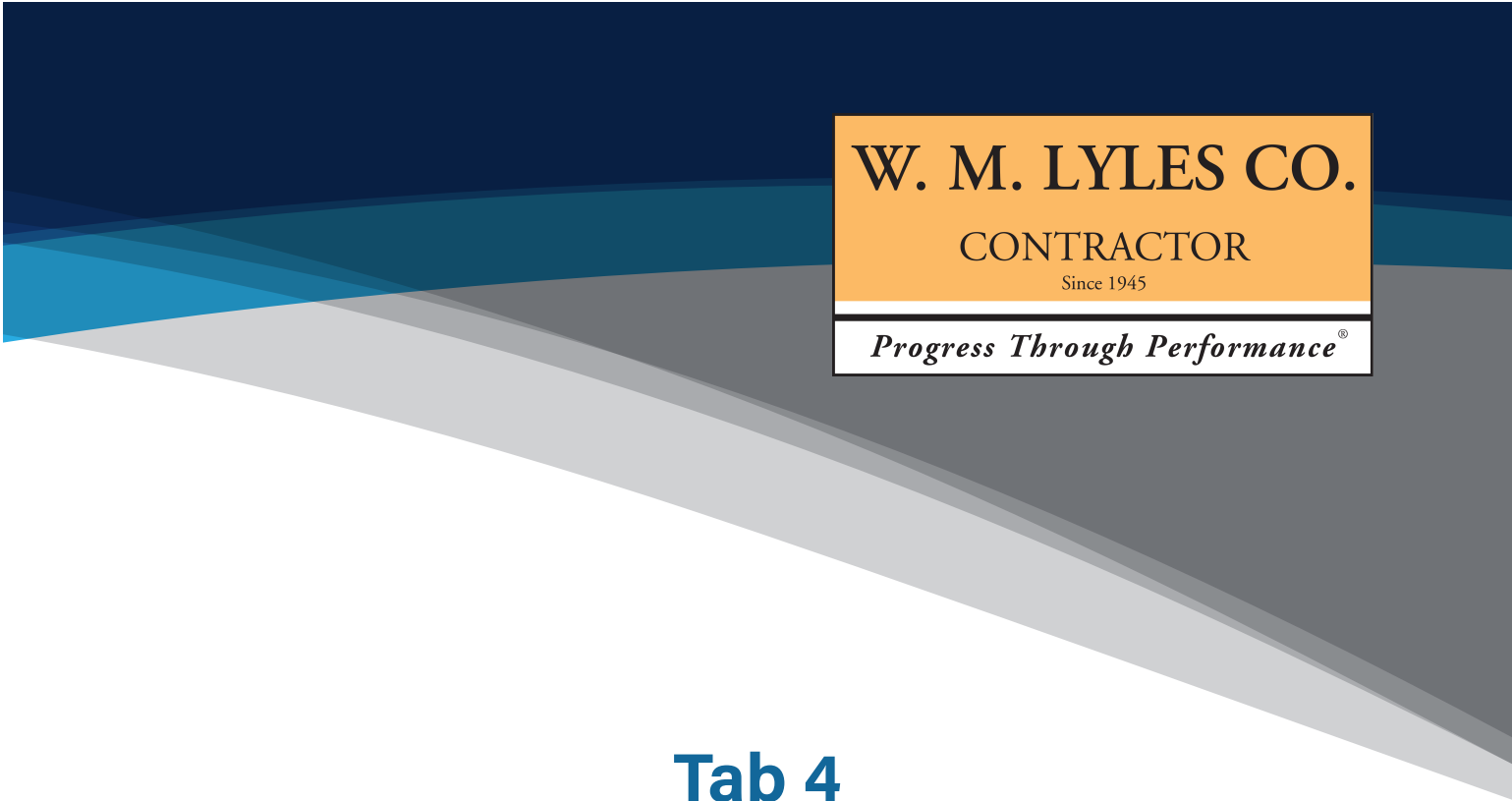
1. In accordance with Part III, Item 39(C), Prospective Proposer has listed no more than **six** projects completed since **January 1, 2009** with a combined **\$200 million** in construction value on the following types of projects:
 - a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract; or
 - b. Industrial and/or municipal wastewater treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor’s contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted project(s) can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$200 million** in completed value of work. In addition, one of the six projects must have a construction value of at least **\$65 million**.

Any projects listed in Part III, Item 39(C), which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the work on each of the projects listed in Part III, Item 39(C). The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule and safety.

☒ Yes ☐ No

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header and a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the middle section.

W. M. LYLES CO.

CONTRACTOR

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Tab 4

Part II Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Prospective Proposers that are Corporations:

- 1a. Date incorporated: 5/6/1982
- 1b. Under the laws of what state: California
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership
See attached			

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm
N/A		

A. Current Organization and Structure of the Business
For Prospective Proposers that are Corporations:

- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

W. M. Lyles Co. List of Officers

<u>Name</u>	<u>Position</u>	<u>Years with</u> <u>Co.</u>	<u>%</u> <u>Ownership</u>
Stanley H. Simmons	President/CEO/ Treasurer (CFO)	26	0
Kenneth D. Strosnider	Executive Vice President	29	0
Robert P. Saleen	Senior Vice President	29	0
David H. O'Dear	Asst. Vice President/Asst. Secretary	23	0
Joseph B. Lawrence	Asst. Vice President	16	0
Kevin R. Shigematsu	Asst. Vice President	17	0
Anthony M. Mueller	Asst. Vice President	15	0
Ruben Moreno, Jr.	Secretary	12	0
Scott R. Fults	Asst. Secretary	13	0
Chanel L. Prince	Asst. Secretary	13	0

For Prospective Proposers that are Limited Liability Companies (LLC): N/A

- 1a. State the name of the LLC exactly as it appears on it appears on file with the California Secretary of State, including the entity ending (ex: “Jones & Company, LLC” or “Smith Construction, a Limited Liability Company”).

LLC Name: _____

- 1b. Date LLC was formed: _____

- 1c. Under the laws of what state: _____

- 1d. State the tax classification of LLC by checking the appropriate box below:

- ☐ - Single Entity LLC
☐ - C Corporation LLC
☐ - S Corporation LLC
☐ - Partnership LLC

- 1e. Provide all the following information for each person who is either (a) an officer of the LLC (president, vice president, secretary, treasurer), or (b) partner of the LLC, or (c) the owner of at least ten percent of the LLC’s stock.

Name	Position	Years with Co.	% Ownership

- 1f. If a Partnership LLC, provide the name of the Managing Partner.

Managing Partner’s Full Name: _____

- 1g. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Prospective Proposers that are Partnerships: N/A

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns ten percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Prospective Proposers that are Sole Proprietorships: N/A

- 1a. Date of commencement of business. _____
- 1b. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last 5 years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☒ No

If “yes,” explain on a separate signed page.

3. Is the company, corporation, LLC, or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation, LLC, or other entity?

NOTE: All Prospective Proposers will be required to properly execute and submit the Prospective Proposer’s Certification included in Appendix G as Attachment A to the SOPQ Submittal.

☒ Yes ☐ No

See attached.

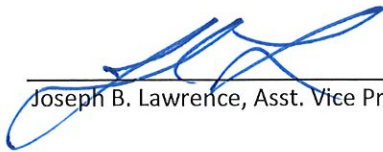
If “yes,” on a separate signed page, please provide a complete corporate tree showing percentage of ownership. In addition, if any such affiliated company, corporation, LLC, or other entity is seeking to prequalify as well, identify such entity and submit proof satisfactory to the City that the requirements of Section 2.4 are satisfied.

B. History of the Business and Organizational Performance

3. Is the company, corporation, LLC or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation, LLC, or other entity?

Lyles Diversified, Inc. - Parent Company

W.M. Lyles Co., New England Sheet Metal and Mechanical Co., and American Paving Co. - Wholly owned, qualified Subchapter S Subsidiaries of Lyles Diversified, Inc.



Joseph B. Lawrence, Asst. Vice President

4. Are any of your directors, officers, partners or owners also an officer, director, partner or owner of another construction company, corporation, LLC, or other entity?

☐ Yes ☒ No

If “yes,” on a separate signed page, please identify such person(s) and the other construction company involved. In addition, if such other construction company is seeking to prequalify as well, submit proof satisfactory to the City that the requirements of Section 2.4 are satisfied.

5. State your firm’s gross revenues for each of the last three years:

\$211,632,837	\$229,996,064	\$243,891,673
2018	2017	2016

6. How many years has your organization been in business as a contractor under your present business name and license number? 36 years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☒ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

CSLB No. 422390 / Class A, B / Expiration 5/31/2020

10. If any of your firm's license(s) are held in the name of a corporation, LLC, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records whom meet(s) the experience and examination requirements for each license.

Kenneth Strosnider, RMO

11. Has your firm changed names or license number in the past five years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations, LLC) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee or Responsible Managing Officer been suspended within the last five years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

Disputes

The City recognizes that large construction companies (e.g. revenues in excess of \$250 million per year) have multiple branches/divisions for geographic and/or type of construction coverages. In such cases, the Prospective Proposer may elect to submit a set of qualifications for a specific company branch or division which shall be clearly identified in a cover letter to the SOPQ package submittal. As such, should a Prospective Proposer choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-C of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

14. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for Pre-Qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last 5 years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☒ Yes ☐ No See attached

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). See attached.

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☒ Yes ☐ No See attached.

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

B. History of the Business and Organizational Performance

- 17 In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Project Name: Tulare Industrial Wastewater Treatment Plant Expansion completed 3/5/10

Completed: 3/5/2010

Date of Claim: 3/28/15

Claimant: City of Tulare vs. Xylem Water Solutions USA, Inc., FKA Sanitaire, W. M. Lyles Co., et al

Filed in Tulare County Superior Court

Claim Status: Settled

Brief:

City of Tulare claimed Breach of Contract, Breach of Warranty and Damages against the parties for failure of the diffuser system lock rings installed in the plant expansion project. Causation was not determined by the Plaintiff. W. M. Lyles Co. did not perform design, or choose the equipment system. Rather, W. M. Lyles Co. installed the equipment that was pre-selected/sole sourced by the Owner as directed and approved by the Manufacturer, and according to the Project specifications. This claim was dismissed as the Parties settled the matter in July 2016.

- 18 In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Project Name: Tulare Industrial Wastewater Treatment Plant Expansion

Completed: 3/5/2010

Date of Claim: 11/2/2015

Cross Complainant: W. M. Lyles Co.. vs. City of Tulare, Xylem Water Solutions USA, Inc., FKA Sanitaire, et al

Court Filed: Tulare County Superior Court

Claim Status: Settled

Brief: See above.

There are no current claims against W. M. Lyles Co. that if we should lose the claim, would adversely affect our financial position, or our ability to meet our obligations if awarded the contract for this project.

W.M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the Agency or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: Liberty Mutual Insurance Company

Name of surety agent, address and telephone number:

Alliant Insurance Services, Inc., Steve Edwards, 9 E. Riverpark Place East, Suite 310, Fresno, CA 93720, (559)374-3560

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

N/A

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

N/A

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management Agency or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☒ Yes ☐ No

If “yes,” attach a separate signed page describing each citation. See attached.

B. History of the Business and Organizational Performance

- 30 Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

On approximately 8/22/2018, W.M. Lyles Co. ("WML") received a Notice of Violation from the San Joaquin Valley Unified Air Pollution Control District ("SJVUAPCD") related to a Carryout and Trackout violation citing, "Failure to prevent carryout and trackout extending over 50 ft. or more from the nearest unpaved surface exit point of a site within an urban area. This was the first offense incurred by WML in its long seventy four (74) year history and the fine incurred was \$1,200.00, which has been fully satisfied. No further sanctions and/or clouds have been placed upon WML's CSLB license in regard to this incident and it will have no impact whatsoever upon WML's ability to perform its current work or to provide future services.



Joseph B. Lawrence, Asst. Vice President

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? weekly
32. Experience Modification Rate (EMR): Prospective Proposers shall obtain a letter from your insurance carrier (or state fund if applicable) with your interstate EMR's for the current year, previous year and year prior to previous year. If you do not have an interstate rating, obtain your intrastate EMR's. Attach the letter as part of this SOPQ Package Submittal. The Prospective Proposer shall list below the Experience Modification Rate for the current year, previous year and year prior to previous year as provided by your insurance carrier.

<u>Year</u>	<u>EMR</u>
Current year	<u>2018: 0.78</u>
Previous year	<u>2017: 0.91</u>
Year prior to previous year	<u>2016: 1.02</u>
Three Year Average	<u>0.91</u>
Are the above rates interstate or intrastate?	<u>intrastate</u>
If intrastate, which state?	<u>California</u>

NOTE: Any of the following methods of “obtaining a letter” are acceptable:

- Furnish a letter from your insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or See tab 9
- Furnish a Photostat of the applicable Experience Rating Calculation Sheets, which your insurance carrier should forward to you annually.

A Prospective Proposer will be immediately disqualified if its Three-Year Average EMR is greater than 1.25 (125%).

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If “yes,” please explain the reason for the absence of workers' compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Owner.

See attached.

37. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

<u>Apprentice Program</u>	<u>Office Location and Phone Number</u>
----------------------------------	--

Northern California Carpenters	2350 Santa Rita Road Pleasanton, CA 94566 Phone: (925) 462-9640
--------------------------------	---

Northern California Cement Masons	2350 Santa Rita Road Pleasanton, CA 94566 Phone: (925) 484-2271
-----------------------------------	---

Northern California Laborers	1001 Westside Drive San Ramon, CA 94583 Phone: (925) 556-0858
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Northern California Operating Engineers	14738 Cantova Way Sloughhouse, CA 95683 Phone: (916) 354-2029
---	---

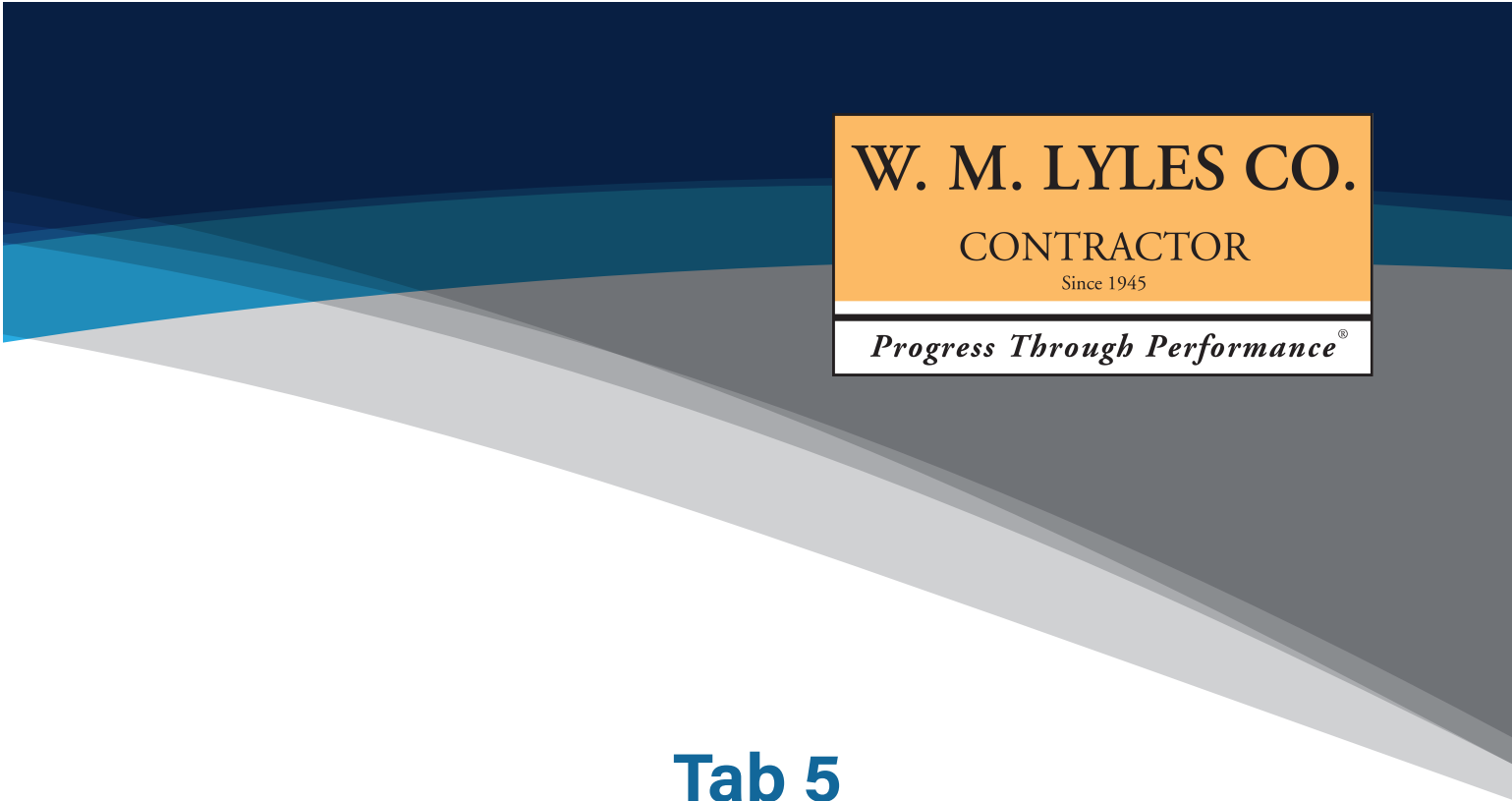
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

N/A

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☒ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header at the top, transitioning into a series of overlapping, curved bands in shades of blue, grey, and white that sweep across the page from the top left towards the bottom right.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 5

Part III

Recent Construction Projects Completed

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

Important Note to Contractor: Only complete Part III, Item 39(A) if you are submitting an SOPQ for the PGWWTP Expansion.

39(A) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$150 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract;
or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$150 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$45 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Prime Contractor: AECOM & WML, a Joint Venture

Project Manager: John Lunsford

Owner: City of Davis

Construction Cost: \$ 32,619,341.00

Construction Time: 1,493 Calendar Days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: AECOM

Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217

Date of Substantial Completion: September 28, 2018

Qualifying Project # 2 Name: Southeast Surface Water Treatment Facility - Phase Two

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360.00

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: August 7, 2018

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Qualifying Project # 3 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parsons

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 4 Name: Primary Treatment Renovations

Prime Contractor: W. M. Lyles Co.

Project Manager: John Lunsford

Owner: Central Contra Costa Sanitary District

Construction Cost: \$ 11,441,946.00

Construction Time: 1,227 Calendar Days

Owner's Representative: Craig Mizutani

Owner's Representative Telephone No.: (925) 229-7361

Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District

Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126

Date of Substantial Completion: January 22, 2016

Qualifying Project # 5 Name: Wastewater Treatment Plant Upgrade and Expansion Project

Prime Contractor: W. M. Lyles Co. (formerly known as Kaweah Construction Co.)

Project Manager: Matt Cain

Owner: Linda County Water District

Construction Cost: \$ 29,547,940.00

Construction Time: 247 Calendar Days

Owner's Representative: Brian Davis

Owner's Representative Telephone No.: (530) 743-2043

Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering

Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700

Date of Substantial Completion: May 23, 2012

Qualifying Project # 6 Name: Palmdale Water Reclamation Plant Stage 5 Plant Expansion, Phase 1

Prime Contractor: W. M. Lyles Co.

Project Manager: Grant Gourley

Owner: County Sanitation District No. 20 of Los Angeles County

Construction Cost: \$ 116,079,180.00

Construction Time: 1,559 Calendar Days

Owner's Representative: Ted Brodeur

Owner's Representative Telephone No.: (626) 962-8605

Engineer or On-Site Construction Mgr.: Los Angeles County Sanitation District

Engineer or On-Site CM's Telephone No.: Jenny Hsu (562) 908-4288

Date of Substantial Completion: June 16, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 455,277,002.00

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Important Note to Prospective Proposer: Only complete Part III, Item 39(B) if you are submitting an SOPQ for the PGWWTP ERP.

39(B) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$80 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$80 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$20 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: CR&R Riverside County Environmental Center

Prime Contractor: W. M. Lyles Co.

Project Manager: Dave O'Dear

Owner: CR & R Incorporated

Construction Cost: \$ 34,734,495.33

Construction Time: 1,387 Calendar Days

Owner's Representative: Michael J. Silva

Owner's Representative Telephone No.: (714) 826-9046

Engineer or On-Site Construction Mgr.: J.R. Miller & Associates

Engineer or On-Site CM's Telephone No.: Aric Vanderzee (714) 524-1870

Date of Substantial Completion: March 5, 2018

Qualifying Project # 2 Name: Southeast Surface Water Treatment Facility

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: August 7, 2018

Qualifying Project # 3 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parsons

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 4 Name: Wastewater Treatment Plant Upgrade Project

Prime Contractor: W. M. Lyles Co.

Project Manager: Jeff Mathiowetz

Owner: City of El Paso de Robles

Construction Cost: \$ 38,051,687.00

Construction Time: 1,352 Calendar Days

Owner's Representative: Matt Thompson

Owner's Representative Telephone No.: (805) 227-7200

Engineer or On-Site Construction Mgr.: Black & Veatch

Engineer or On-Site CM's Telephone No.: Ashu Shirolkar (916) 851-0260

Date of Substantial Completion: April 12, 2016

Qualifying Project # 5 Name: Victor Valley Wastewater Plant Biogas Facility

Prime Contractor: W. M. Lyles Co.

Project Manager: Grant Gourley

Owner: Victor Valley Wastewater Reclamation Authority

Construction Cost: \$ 2,029,315.17

Construction Time: 617 Calendar Days

Owner's Representative: Logan Olds

Owner's Representative Telephone No.: (760) 246-8638

Engineer or On-Site Construction Mgr.: Water Synergy, Inc.

Engineer or On-Site CM's Telephone No.: Don Bunts (760) 533-4086

Date of Substantial Completion: 7/31/2014

Qualifying Project # 6 Name: Moreno Valley RWRF Preliminary Treatment and Acid Phase Anaerobic Digestion

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: Eastern Municipal Water District

Construction Cost: \$ 30,925,370.00

Construction Time: 1,233 Calendar Days

Owner's Representative: Bruce Mitzel

Owner's Representative Telephone No.: (951) 928-3777

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Rick Doeve (909) 915-8405

Date of Substantial Completion: March 16, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 371,329,462.50

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Important Note to Contractor: Only complete Part III, Item 39(C) if you are submitting an SOPQ for both the PGWWTP Expansion and PGWWTP ERP independently.

39(C) In accordance with Part I, Question 9, and the Prospective Proposer must demonstrate that it has performed at least **\$200 million** in construction volume on no more than **six** projects completed since **January 1, 2009** on the following types of projects:

- a. Industrial and/or municipal water treatment plants where the structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract; or
- b. Industrial and/or municipal wastewater treatment plants where structural concrete, excavation, backfill, mechanical and electrical were part of the contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the owner(s) as of **November 1, 2018** on uncompleted projects can be included in this summation of construction value. The Prospective Proposer is allowed to list no more than **six** projects of the types listed above, that combined, will add up to at least **\$200 million** in completed value of work. **In addition, one of the six projects must have a construction value of at least \$65 million.**

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Prospective Proposer also certifies that Prospective Proposer self-performed at least 40% of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to the Project in terms of better control of cost, schedule, and safety.

Prospective Proposers are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: CR&R Riverside County Environmental Center

Prime Contractor: W. M. Lyles Co.

Project Manager: Dave O'Dear

Owner: CR&R Incorporated

Construction Cost: \$ 34,734,495.33

Construction Time: 1,387 Calendar Days

Owner's Representative: Michael J. Silva

Owner's Representative Telephone No.: (714) 826-9046

Engineer or On-Site Construction Mgr.: J. R. Miller & Associates

Engineer or On-Site CM's Telephone No.: Aric Vanderzee

Date of Substantial Completion: March 5, 2018

Qualifying Project # 2 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Prime Contractor: AECOM & WML, a Joint Venture

Project Manager: John Lunsford

Owner: City of Davis

Construction Cost: \$ 32,619,341.00

Construction Time: 1,493 Calendar Days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: AECOM

Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217

Date of Substantial Completion: September 28, 2018

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

Qualifying Project # 3 Name: Southeast Surface Water Treatment Facility - Phase Two

Prime Contractor: W. M. Lyles Co.

Project Manager: Tony Mueller

Owner: City of Fresno

Construction Cost: \$ 162,089,360.00

Construction Time: 1,000 Calendar Days

Owner's Representative: Glenn Knapp

Owner's Representative Telephone No.: (559) 621-1624

Engineer or On-Site Construction Mgr.: Carollo Engineers

Engineer or On-Site CM's Telephone No.: Chris Johnson (208) 376-2288

Date of Substantial Completion: September 28, 2018

Qualifying Project # 4 Name: Water Conservation Plant Upgrades

Prime Contractor: W. M. Lyles Co.

Project Manager: Ruben Moreno, Jr.

Owner: City of Visalia

Construction Cost: \$ 103,499,235.00

Construction Time: 1,607 Calendar Days

Owner's Representative: Jim Ross

Owner's Representative Telephone No.: (559) 713-4533

Engineer or On-Site Construction Mgr.: Parson

Engineer or On-Site CM's Telephone No.: Satish Kamath (626) 440-3364

Date of Substantial Completion: March 31, 2017

Qualifying Project # 5 Name: Primary Treatment Renovations

Prime Contractor: W. M. Lyles Co.

Project Manager: John Lunsford

Owner: Central Contra Costa Sanitary District

Construction Cost: \$ 11,441,946.00

Construction Time: 1,227 Calendar Days

Owner's Representative: Craig Mizutani

Owner's Representative Telephone No.: (925) 229-7361

Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District

Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126

Date of Substantial Completion: January 22, 2016

Qualifying Project # 6 Name: Wastewater Treatment Plant Upgrade and Expansion Project

Prime Contractor: W. M. Lyles Co.

Project Manager: Matt Cain

Owner: Linda County Water District

Construction Cost: \$ 29,547,940.00

Construction Time: 247 Calendar Days

Owner's Representative: Brian Davis

Owner's Representative Telephone No.: (530) 743-2043

Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering

Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700

Date of Substantial Completion: May 23, 2012

Total Construction Cost of listed Qualifying Project(s) above: \$ 373,932,317.33

*Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project*

SECTION 4

BASIS OF DETERMINATION

4.1 GENERAL

The determination of prequalified Prospective Proposers will be based on an evaluation of the SOPQ and information gathered by the City from the references of related projects. See Appendix B for scoring criteria. The categories that will be evaluated under the basis of determination are responsiveness and capability.

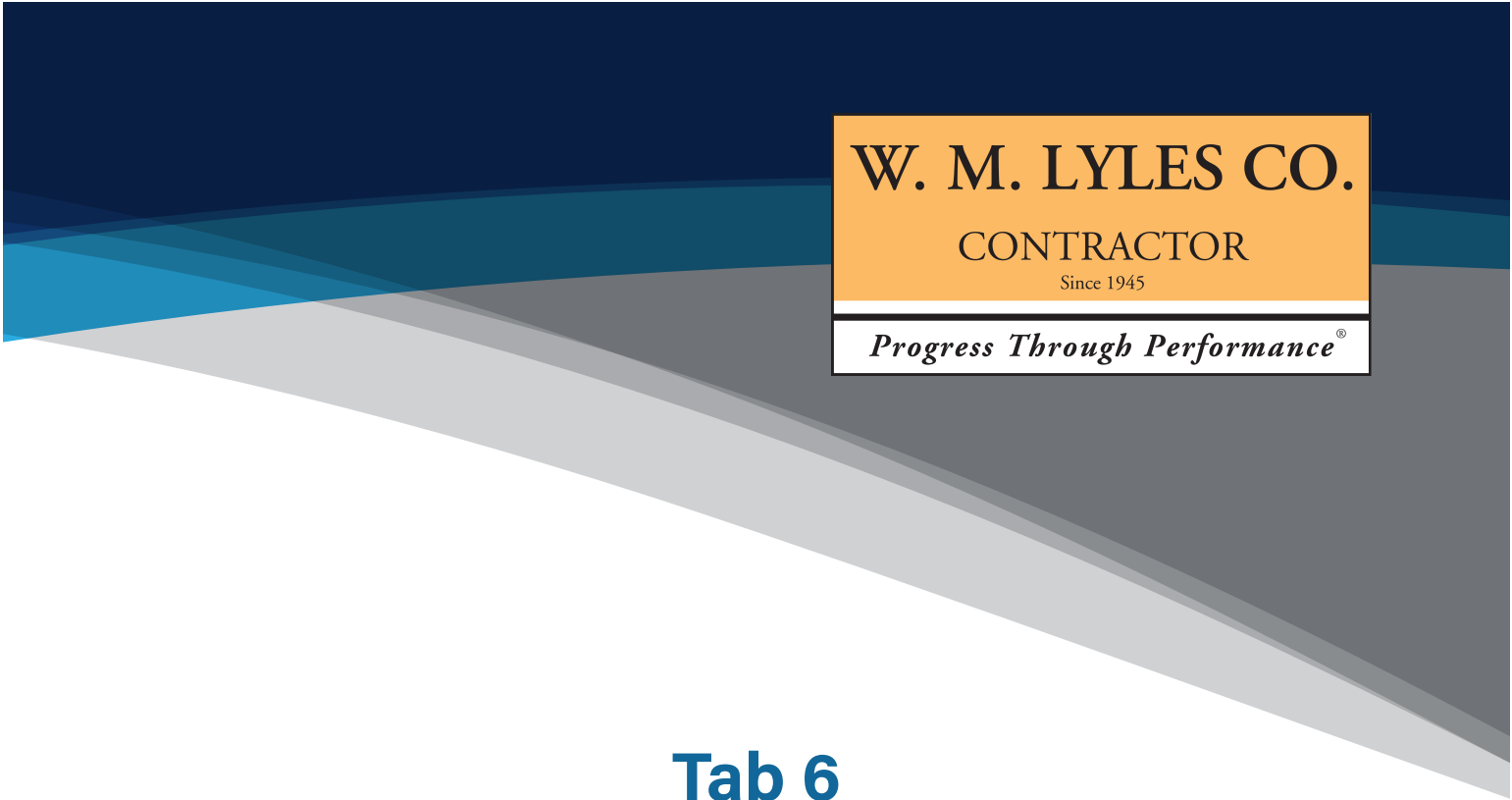
4.2 RESPONSIVENESS

Prospective Proposers must demonstrate they do not have a conflict of interest in the PGWWTP project(s) SOPQ submitted by Prospective Proposer, nor a direct relationship with another prequalifying firm.

Before evaluation of the Prospective Proposer's capability, the responsiveness of the Prospective Proposer will be assessed. The assessment of responsiveness will determine if adequate information or the minimum prerequisites have been submitted to permit an evaluation under the basis of determination. A SOPQ submittal will be rejected as nonresponsive for lack of adequate information due to incompleteness, illegibility, or disregard of the requested format.

4.3 CAPABILITY

The determination by the City of a Prospective Proposer's capability shall assess the Prospective Proposer's ability, capacity, and skill to construct the subject PGWWTP project(s) in a timely and satisfactory manner, based on the responses to the questions in Section 3 and the scoring system described in Appendix B.

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, bold, black serif font. Below this, the word "CONTRACTOR" is written in a smaller, black serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black serif font. The background of the entire page features a dark blue header and a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the middle section.

W. M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

Tab 6

Attachment A Prospective Proposer's Certification

PROSPECTIVE PROPOSER'S CERTIFICATION

I have carefully examined the Request for Statements of Pre-Qualification from Interested General Contractors (RFPQ) and any other documents accompanying or made a part of this Statement of Pre-Qualifications (SOPQ) packet. The information contained in this SOPQ packet 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 SOPQ packet 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 SOPQ packet is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, contractor or corporation submitting a SOPQ packet for the same service; that this SOPQ packet 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 SOPQ packet; 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 pre-qualification process for the Pleasant Grove Wastewater Treatment Plant projects that will be executed as a result of the Request for Bid Proposals; and that the undersigned executed this Prospective Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

W. M. Lyles Co.

NAME OF GENERAL CONTRACTOR

SIGNATURE

Joseph B. Lawrence, Asst. Vice President

NAME & TITLE, TYPED OR PRINTED

1210 W. Olive Avenue, Fresno, CA 93728

MAILING ADDRESS

(559) 441-1900

TELEPHONE NUMBER

jlawrence@wmlylesco.com

EMAIL

Type of Organization:

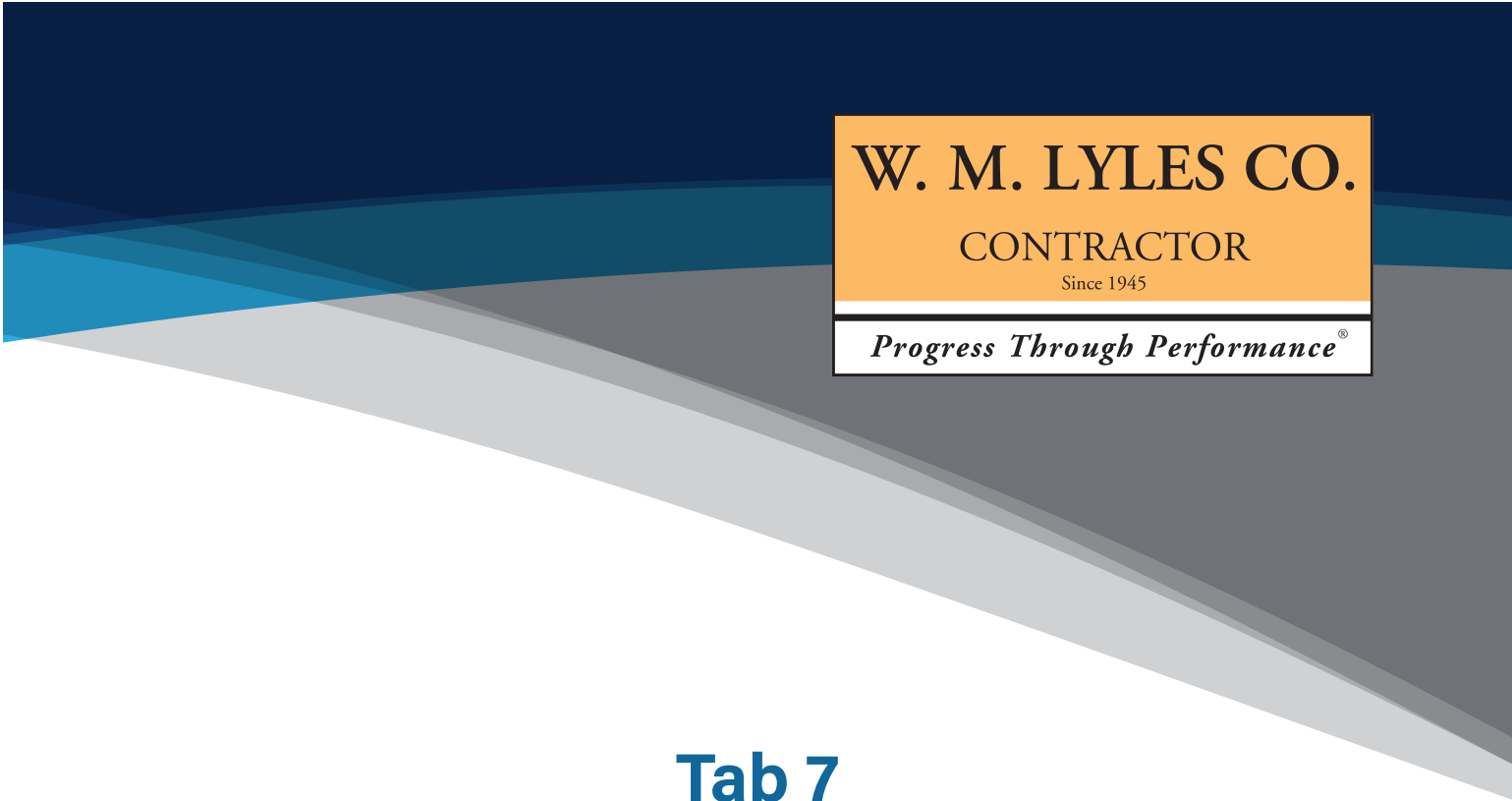
____ Sole Proprietorship

____^x Corporation

____^{CA} State of Incorporation

____ Partnership

____ Limited Liability Company

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white horizontal bar at the bottom of the orange box contains the slogan "Progress Through Performance®" in a black, italicized serif font. The background of the entire page features a dark blue header and a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the middle section.

W. M. LYLES CO.

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Tab 7

Conflict of Interest Statement

Instructions for Preparation and Submission of Statement of Pre-Qualification (SOPQ Packages)

2.3 Conflict of Interest

We hereby warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract for either PGWWTP Project, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

W. M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President

W. M. LYLES CO.

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Tab 8

Letter of Intent to Insure



March 22, 2019

Tracie Mueller, P.E.
City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Dear Ms. Mueller,

W. M. Lyles Co. has submitted herewith a response to the request of Intent to Insure for the above referenced Statement of Prequalification.

The respective insurers are very familiar with W. M. Lyles Co.'s operations and qualifications. Accordingly, upon award of a contract for the above referenced project, based on our standard underwriting practices at that time, the respective insurers anticipate that they would provide the insurance coverages specified in Appendix D, Bonds and Insurance.

Alliant Insurance Services, Inc.
(Representing Old Republic Insurance Company, Allied World Assurance Company, Berkley Assurance Company & Allianz Global US Insurance Co)

A handwritten signature in blue ink, appearing to read "N. Bellasis", with a stylized flourish at the end.

Nick Bellasis
Sr. Vice President

Civil Code § 1189

State of California)
) ss
County of Fresno)

WITNESS my hand and official seal.




Bonnie Gonzalez, Notary Public

W. M. LYLES CO.

CONTRACTOR

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Tab 9

EMR Letter

November 15, 2018

RE: W.M. Lyles Co.
2018 Workers' Compensation Experience Modification Rating

To Whom It May Concern,

Alliant Insurance Services, Inc. is the insurance broker handling all lines of coverage for the Lyles group of companies, which includes workers' compensation.

Included within that organization is W.M. Lyles Co. As an integral part of the larger organization, W.M. Lyles Co. shares in the combined experience modification rating promulgated by the State of California. Alliant produces and calculates an individual modification factor which is based solely on the experience of W.M. Lyles Co. using the identical State Factors and formula, as if there were a standalone entity. This individually calculated experience modification factor is much more reflective of their own safety performance as compared to the overall factor published by the State of CA for combined entities.

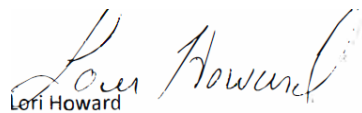
The most recent published combined experience modification rating effective 5-31-18 is 78%.

The prior published ratings are as follows:

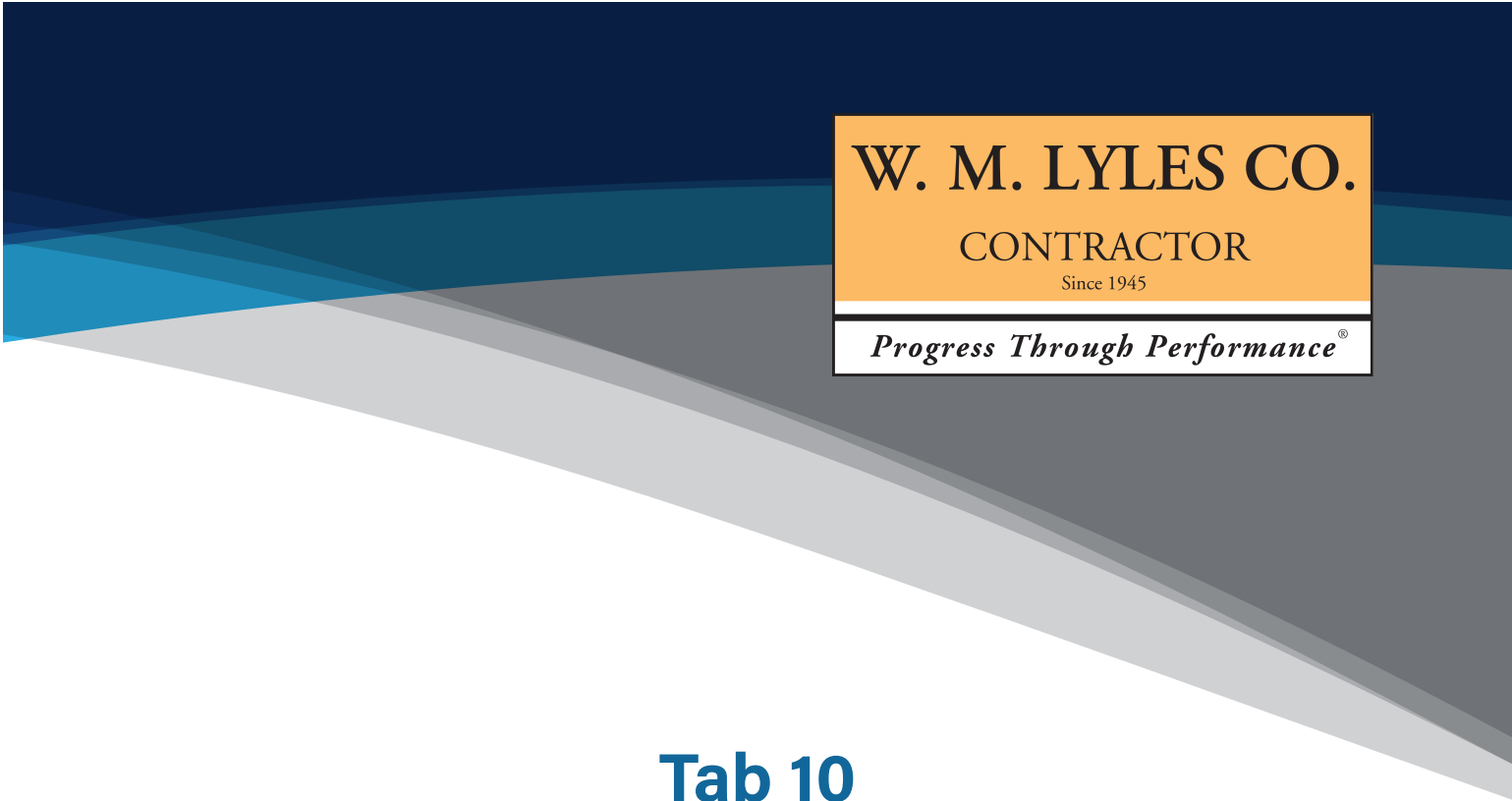
2017 – Combined 91%/Individual 85%
2016 – Combined 102%/Individual 84%

Please advise if you require any further information.

Regards,

A handwritten signature in black ink, appearing to read "Leri Howard".
Leri Howard

Vice President, Claims Consultant

The logo for W. M. Lyles Co. is positioned in the upper right corner of the page. It consists of an orange rectangular box containing the text "W. M. LYLES CO." in a large, black, serif font. Below this, the word "CONTRACTOR" is written in a smaller, black, serif font, followed by "Since 1945" in an even smaller font. A white rectangular box with a black border is located directly beneath the orange box, containing the slogan "Progress Through Performance®" in a black, italicized serif font. The background of the entire page features a dark blue header at the top, transitioning into a series of overlapping, curved shapes in shades of blue, grey, and white that sweep across the middle section.

W. M. LYLES CO.

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Tab 10

Notarized Bonding Capacity Letter



Liberty Mutual Surety
SAFECO INSURANCE COMPANY OF AMERICA

1340 Treat Blvd., Suite 550
Walnut Creek, CA 94597
(925) 979-6730

March 8, 2019

Tracie Mueller, P.E.
City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Pleasant Grove Wastewater Treatment Plant Expansion Project
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Ms. Mueller,

Liberty Mutual Company (Liberty), acts as surety for W.M. Lyles Co. in its contracting matters. Liberty is a major, national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States. Liberty enjoys a Bests Guide rating of A (Excellent).

Alliant Insurance Service Inc. 9 E River Park Place East, Suite 310, Fresno, CA 93720 is the current agent. We currently extend to W.M. Lyles Co. bonding capacity in the \$1,000,000,000 per project and \$2,000,000,000 aggregate ranges. Current available capacity is \$1,500,000,000. No claims have been made. Current rate is \$4.00 per thousand.

Should you select W.M. Lyles Co. for the reference project, it is our present intention to provide the required performance and payment bonds, subject to our normal underwriting guidelines. This includes, but is not limited to a review of contract terms, conditions and bond forms.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
LIBERTY MUTUAL INSURANCE COMPANY

Steven P. Edwards
Attorney in Fact

Member of Liberty Mutual Group

Civil Code § 1189

State of California)
) ss
County of Fresno)

Bonnie Gonzalez, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No. **8198004-984971**

POWER OF ATTORNEY

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, Cody Lyman, Ralph B. Busch III, John C. Day, Steven P. Edwards, Lyn Genito, Bonnie Gonzalez

all of the city of Fresno state of California 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 20th day of November, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 David M. Carey, 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 8 day of March 2019



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



W.M. LYLES CO.

CONTRACTOR

Since 1945

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REQUEST FOR PROPOSAL

PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

CITY OF ROSEVILLE

JULY 29, 2019



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Appendix A: Key Project Team Member Resumes
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Appendix D: WML Overall Safety Program
Appendix E: Time and Materials Progress Billing

VOLUME TWO - PRICE PROPOSAL

GMP Cost Proposal

Fairfield Suisun Sewer District Secondary Treatment Expansion Fairfield, California

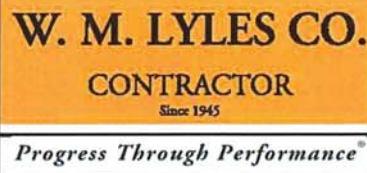
CONTRACT VALUE: \$21,182,911

Several of our team members have shared working experience from projects very similar to what will be required on the PGVWWTP EP. For example, Project Manager, John Lunsford, Asst. PM/Quality Control Manager, Jon Shugarte, and Lead Estimator/Pre-planner, Pat Van Treeck have recently worked together on several active treatment plants including the treatment expansion for the Fairfield Suisun Sewer District, which involved clarifier construction and facility treatment systems.

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Two (2) clarifiers
3. Included State Revolving Funds
4. Treatment Expansion - 18 MGD to 54 MGD





California Contractor's License No. 422390

Northern Division Office
3925 Progress Drive
Rocklin, CA 95765
Telephone (916) 375-1833
Fax (916) 375-1848

www.wmlyles.com
An Equal Opportunity Employer

July 29, 2019

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678
Attn: Tracie Mueller, P.E.
Environmental Utilities-Engineering

Re: Request for Bid Proposal (RFBP), For Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Expansion Project

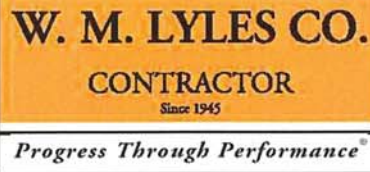
Dear Ms. Mueller:

W. M. Lyles Co. (Lyles) is pleased to submit this response to the above referenced RFBP issued by the City of Roseville (City), Environmental Utilities-Engineering Department, as amended through Addendum No. 5. The Expansion Project (EP) is an integral part of the City's plan to restore the Pleasant Grove Wastewater Treatment Plant (PGWWTP) to its original design capacity of 12 million gallons per day in order to support current and future growth within the facility's service area. In support of that plan, Lyles offers the following:

The Right Team: Lyles currently operates three construction divisions throughout the State of California. While our size provides us with the capacity and resources needed to build even the most challenging of projects, the real source of our strength lies within our people. To capitalize on this, we maintain offices in five strategic locations between Rocklin and Temecula that are staffed by local personnel who can provide the highest quality of service to our clients. The key personnel that will be assigned to the EP: Joe Lawrence, John Lunsford, Jon Shugarte, and Tony Mueller; are all members of our Rocklin, CA office which is located less than 10 miles from the PGWWTP. They also live in the surrounding community which means they will be invested in the EP on both a professional and personal level. Please see Section Four for additional information regarding our team.

The Strongest Partners: At Lyles, we understand the importance of strong partnerships and the value that they bring to a project. We also understand the complexity inherent in the electrical and instrumentation scopes of work associated with modern wastewater treatment facilities. For these reasons, we have strategically partnered with Wade Johnson and his team at San Joaquin Electric, Inc. to provide electrical services, and Tesco Controls, Inc. to provide integration services for the EP. Our relationships with both Wade and Tesco are built on more than 20 years of shared success and we consider these relationships to be among our best.

The Best Value: Value is often defined as the "importance" of something. With respect to the EP, the City has identified three goals as having "importance": budget, schedule, and stakeholders' needs. As construction professionals, we strive to excel in these areas on a daily basis, but as ratepayers and members of the community, our goals will be uniquely and



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uniformly aligned with the City's for the EP. This alignment will result in a "project first" mentality wherein collaboration and cooperation towards achieving the project goals will be given the highest priority, resulting in the greatest value for the City and the community at large.

We look forward to the opportunity to share more details about our team and our approach to this project. In the meantime, please contact us should you have any questions regarding the content provided. **On behalf of our entire team, we would like to thank you for the opportunity to present our Proposal for this exciting project.**

W. M. LYLES CO.

By: 
Joseph B. Lawrence
Assistant Vice President, Division Manager

Acknowledgement of Addenda:
Addendum No. 1 – June 17, 2019
Addendum No. 2 – June 26, 2019
Addendum No. 3 – July 3, 2019
Addendum No. 4 – July 12, 2019
Addendum No. 5 – July 22, 2019

IMPORTANT

06/17/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-052 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Expansion Project

***** ADDENDUM ONE *****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Pre-Qualified Contractor table included on Page 1 with the following:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbaily@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Within the Evaluation Category Table included in Section II Paragraph H, on Page 10 MOVE THE FOLLOWING ROW WITHIN THE TABLE FROM PART ONE TO PART TWO as these forms have cost information included on them:

Section IV.D - Bid Proposal Forms Submitted within 4 Calendar Days after Deadline to Receive Bid Proposals	Pass/Fail
--	-----------

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Revise the title of Section III.A on page 21 as shown in track changes below:

▲ A. ~~SWCRB-SWRCB~~ CWSRF PROGRAM REQUIREMENTS

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section IV.A fourth paragraph on page 28 as shown in track changes below:

The requirements for each part of the Bid Proposal are further described below. The Bid Proposal will be considered complete only if all of the Bid Proposal section items and Bid Proposal Forms found herein and other required attachment and appendices are included in the submittal and in the order requested. Proposers are required to order the sections and include the required attachments included in Section IV.C in the order described within Part 1 of the sealed Bid Proposal (Technical Proposal). The Bid Proposal Forms described and included in Section IV.D shall be submitted within four (4) calendar days of the deadline to receive Bid Proposals and shall be considered as Part ~~1-2~~ of the Bid Proposal (~~Technical GMP, Cost Information and Bid Proposal Guarantee~~). Proposers are required to include the Section IV.E pages including Attachments A, B and C located at the end of this RFBP within Part 2 of the sealed Bid Proposal (GMP, Cost Information and Bid Proposal Guarantee).

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

ADD the following paragraph to Section III.A.8 on page 23 as shown in track changes below:

8. Disadvantaged Business Enterprises (40 CFR Part 33).

- a. The Contractor is required to seek and encouraged to utilize Disadvantage Business Enterprise (DBE) businesses and to comply with related requirements included in Appendix B, GUIDELINES FOR CLEAN WATER STATE REVOLVING FUND PROGRAM DBE REQUIREMENTS.
- b. The Contractor shall comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp.
- c. The Contractor shall comply with 40 CFR Section 33.301, and submit and retain and submit all records documenting compliance with the six good faith efforts.
- ~~e.d.~~ The Contractor shall create and maintain a Bidders List per the ADMINISTRATION REQUIREMENT section of APPENDIX B that lists all firms that bid or quote on the project including both DBEs and non-DBE business submit to the City within three calendar days of the Notice of Intent to Award. Refer to APPENDIX B for details related to the Bidders List.
- ~~d.e.~~ The Contractor shall provide the City the DBE utilization report (Form DBE UR-334 included in Appendix B) each year no later than October 1st.
- ~~e.f.~~ Refer to Appendix B for additional information on DBE Requirements, Section IV.C, BID PROPOSAL FORM ATTACHMENTS TO BE INCLUDED IN SEALED ENVELOPE ONE, and Section IV.D, BID PROPOSAL FORMS AND INFORMATION TO BE SUBMITTED WITHIN FOUR (4) CALENDAR DAYS AFTER DEADLINE TO RECEIVE PROPOSALS.

6. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE Section IV Paragraph E.1.a.2) from the MANDATORY CITY REQUIRED ALLOWANCES, on Page 73 with the following:

2) Contractor removal of the liquid and solid content from, and cleaning of the WAS Holding Tanks and the WAS/RAS Wet Well, dewatering of the material removed from the WAS Holding Tanks and the WAS/RAS Wet Well, and transportation and disposal of the dried sludge shall be included in the GMP. However, allowance for unforeseen conditions associated with Contractor activities per Specification Section 02 00 03, TANK AND WET WELL CLEANING is a mandatory City required allowance. The allowance amount for this item is thirty thousand dollars (\$30,000.00).

ADD the following as Section IV Paragraph E.1.a.3) as a MANDATORY CITY REQUIRED ALLOWANCES:

3) Allowance for miscellaneous office equipment and furnishings per Specification Section 01 52 00, CONSTRUCTION FACILITIES is a mandatory City required allowance. This allowance shall only be used for the purchase price and any associated tax for items not specified in Section 01 52 00. The allowance amount for this item is fifteen thousand dollars (\$15,000.00).

Note that replacement pages for Section IV.E will be provided in Addendum 2 as these pages have to be submitted within the Part 2 Sealed Bid Proposal.

7. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 4 ADD the following bullet to the definition of “Contract Documents” as shown in the track changes below:

Contract Documents. The “Contract Documents” shall consist of the following documents and all documents incorporated therein:

- Request for Bid Proposal (including the appendices)
- Agreement (including exhibits A-L attached thereto);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 46);
- Appendices included with Technical Specifications;
- Contract Drawings, prepared by Engineer;
- Addenda issued during the RFBP period; and
- Permits from other agencies specifically required for the performance of the Work as may be required by law.
- City of Roseville's most current version (and Amendments to the current version) of Construction Standards and Design Standards
- Other Referenced Standard Specifications;
- Other Referenced Standard Plans

8. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 9 EDIT the Exhibit reference within the definition of “Liquidated Damages” as shown in the track changes below:

Liquidated Damages. The amount of dollars assessed for each and every calendar day required to complete the Agreement in excess of the Contract Time. See Exhibit ~~DE~~, COMPLETION TIMES AND LIQUIDATED DAMAGES.

9. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In the TABLE OF CONTENTS, ADD the following section:

01 52 00 Construction Facilities

10. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 01 12 16: Work Sequence, ADD the following paragraph after 4.01.C:

- D. The Primary Clarifiers are to be constructed within the boundary of the existing Effluent Storage Basin No. 3. This storage basin is used on a seasonal basis and may contain water at the time of construction. The CONTRACTOR shall provide temporary means for dewatering and protecting the worksite until the necessary earthwork has been completed at the beginning of Phase A.

11. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 25 06 30: Schedule of Instruments, ADD the following under the category “Flow switches (thermal type):” on page 9:

24-FSLX-158	Seal water to Primary Clarifier 1 Sludge Pump 1	0-5	gpm
24-FSLX-178	Seal water to Primary Clarifier 1 Sludge Pump 2	0-5	gpm
24-FSLX-258	Seal water to Primary Clarifier 2 Sludge Pump 1	0-5	gpm
24-FSLX-278	Seal water to Primary Clarifier 2 Sludge Pump 2	0-5	gpm
24-FSLX-358	Seal water to Primary Clarifier 3 Sludge Pump 1	0-5	gpm
24-FSLX-378	Seal water to Primary Clarifier 3 Sludge Pump 2	0-5	gpm
24-FSLX-458	Seal water to Primary Clarifier 4 Sludge Pump 1	0-5	gpm
24-FSLX-478	Seal water to Primary Clarifier 4 Sludge Pump 2	0-5	gpm

12. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 25 06 30: Schedule of Instruments, on pages 9 and 10
REPLACE the flow switch numbers under the category "Flow switches
(thermal type)" for the "Seal water to the Digested Sludge Pumps 1, 2 and
3" to the following:

84-FSLx-908
84-FSLx-938
84-FSLx-968

13. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 25 06 30: Schedule of Instruments on page 14, under the
category "Analytical Instruments" - Microwave Density, 74-DITx-030 WAS
Density, Comments, CHANGE 3" to 6". Note that Sheet 16-M-005 shows
the location of this meter.

14. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 40 91 13.33: Density Instruments, under Paragraph 2.03
SPARE PARTS, CHANGE paragraph A. as follows:

- A. Provide one complete spare unit for each unit provided, including one
6" PS meter, one 6" WAS meter, and one 3" TWAS meter.

15. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-G-004B: Piping Schedule, CHANGE test pressure for
CENTRATE piping (B/C HDPE) from 150 PSI to 50 PSI.

16. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-G-004B: Piping Schedule, ADD the following:

ABBREV	FIL
SYSTEM	FILTRATE
SIZE	ALL
SERVICE	B/C
FLOW	G
PIPE TYPE	HDPE
MATERIAL	HDPE
LINING	-
VALVE SYSTEM	B
TEST PRESSURE	50
TEST MEDIUM	W
ALLOWABLE LEAKAGE	EQUATION A
TEST DURATION	4 HRS

17. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-G-004B: Piping Schedule, ADD the following:

ABBREV	DP
SYSTEM	PUMPED DRAINAGE
SIZE	> OR = 3"
SERVICE	E/S
FLOW	P
PIPE TYPE	DIPF
MATERIAL	DI
LINING	CE
VALVE SYSTEM	B
TEST PRESSURE	150
TEST MEDIUM	W
ALLOWABLE LEAKAGE	NONE
TEST DURATION	4 HRS

18. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-CP-019: CIVIL YARD PIPING, GRID G1 thru G3, DELETE the callouts shown on the right side of the drawing referring to; Connecting to (E) Natural Gas Main, Install 2" Valve, and (N) Gas Meter and 2" Polyethylene Natural Gas Line.

19. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 20-M-003: PRIMARY CLARIFIER PUMPING GALLERY – INTERNAL PLAN – WEST, GRID C3, adjacent to downstream side of density meter, ADD 8-inch long 6" PS spool, flanged at meter end and grooved end coupling at opposite end.

20. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 20-M-010: PRIMARY CLARIFIER PUMPING GALLERY – SECTION 2, GRID C3, adjacent to downstream side of density meter, ADD 8-inch long 6" PS spool, flanged at meter end and grooved end coupling at opposite end.

21. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 20-M-011: PRIMARY CLARIFIER PUMPING GALLERY SECTION 3, GRID F2, CHANGE "T33S" pipe support on 12" RSG to "T10S" pipe support.

22. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 80-M-002: DIGESTERS and DIGESTER CONTROL BUILDING – INTERIOR PLAN, GRIDS D2, AND D4, CHANGE call out for “8” PS/PSC” to “6” PS/PSC” in four places.

23. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 80-M-009: DIGESTER CONTROL BUILDING PLAN – NORTH, GRIDS B1, B4, AND C0, CHANGE call out for “8” PS/PSC” to “6” PS/PSC” in four places.

24. REVISION TO VOLUME 4 of 4: DRAWINGS

On Sheet 80-M-010: DIGESTER CONTROL BUILDING PLAN – SOUTH, GRIDS B1 AND B4, CHANGE call out for “8” PS/PSC” to “6” PS/PSC” in three places.

25. REVISION TO VOLUME 4 of 4: DRAWINGS

Within Sheet 00-CP-023 Note 3, Sheet 00-CP-024 Note 4 and Sheet 00-CP24A Note 3 add the following sentence to the end of the respective note:

Record Drawings Y-18 and Y-19 reference Utility Trench Sections F, I, J and K on Sheet Y-49; however Sheet Y-49 is not available so refer to the Utility Trench Sections on Sheets 00-CP-030 and 00-CP-032.

26. EXHIBIT 1 – NEW SPECIFICATION SECTION 01 52 00: CONSTRUCTION FACILITIES

ADD Section 01 52 00: CONSTRUCTION FACILITIES, which is included as Exhibit 1 to this Addendum, to VOLUME 3 of 4: SPECIFICATIONS.

27. EXHIBIT 2 - PRE-PROPOSAL MEETING AND SITE WALK PRESENTATION SLIDES, SIGN-IN SHEET, and MAP HANDOUT

The Pre-Proposal Meeting and Site Walk sign-in sheets, presentation slides, and map handout are included in Exhibit 2.

28. PRE-PROPOSAL MEETING AND SITE WALK STATEMENTS AND RESPONSES TO QUESTIONS

General statements made by the City and questions from the Pre-Proposal Meeting and Site Walk with responses are included below:

Question 1: In terms of the SRF funding, repayments from the SWRCB is running about 4 to 5 months. Does the Contractor need to have to procure financing to cover this potential payment gap?

Response: The Contractor will not have to finance as the City of Roseville will provide funding as needed to cover in gaps presented by SRF payments. Any delays with SRF funding repayment should not affect the Contractor.

Question 2: Can you please clarify the Table for Proposed Hourly Scoring? How is it summed up?

Response: Actual hours should not be considered in this scoring just the rates. The City is interested in the positions listed as well as the associated hourly rate. Repeat rates are not to be included. The City will clarify the On-Site Management and Administrative Labor table and positions required in a future addendum.

Question 3: What do you anticipate happening in the 90 day period of Design Assist?

Response: We do not anticipate breaking ground within the 90 day period, however, the Contractor would still be able to mobilize and order materials. Installation of the construction trailers and associated utilities could occur in this 90 day period. Proposers should include this 90 in their schedule but note that based on how the design assist process goes in this Pre-Construction phase, the construction work may begin sooner if agreed to.

Question 4: Is there any soil for fill available on site?

Response: Just the strip of soil within the area of the primary clarifiers is available as fill. The Project grading plan do show the use of this soil. Note that this soil is not compacted, and imported soils is required.

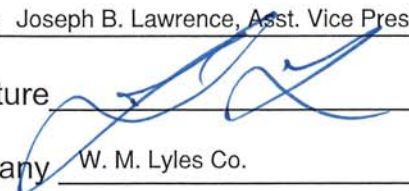
Question 5: Will the presentation slides be available to us?

Answer: Yes, the slides will be posted to Public Purchase, along with the questions from today with Addendum 1.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 29, 2019

IMPORTANT

06/26/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. 

RE: RFP 08-052 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Expansion Project

*****ADDENDUM TWO*****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Within the Pre-Qualified Contractors Table on page 1, REVISE Auburn Constructors LLC contact email address as shown below:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbailey@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
Gateway Pacific Contractors, Inc.	916-665-4100	bids@gatewaypacific.com
W.M. Lyles Company	559-441-1900	jlawrence@wmlylesco.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Evaluation Category Part Two scoring formulas in Section II.H on page 10 with the formulas shown below:

The Part Two scoring will be based on the following formulas:

- Total Proposed GMP Score =
 - Lowest GMP = 40 Points
 - GMP within 2% of Lowest GMP = 40 Points
 - GMP more than 2% and less than or equal to 4% of Lowest GMP = 30 points
 - GMP more than 4% and less than or equal to 6% of Lowest GMP = 20 points
 - GMP more than 6% and less than or equal to 8% of Lowest GMP = 10 points
 - GMP greater than 8% of Lowest GMP = 0 Points

- Total On-Site Management & Administration Positions Hourly Rate Score = Maximum Points x Lowest Average Hourly Rate / Proposer's Average Hourly Rate
- Proposed Total Fee Mark-Up for General Overhead & Profit Score = Maximum Points x Lowest Fee / Proposer's Fee
- Proposed Shared Savings = Maximum Points x Proposer's % to Owner / Highest % to Owner
- Self-Performance of Work Score = Maximum Points x Proposer's Self-Performance / Highest Self-Performance

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph of Section II.O, BID PROPOSAL SECURITY on page 13 as shown in track changes below:

The Bid Proposal guarantees of the ~~three-two~~ highest ranked Proposers will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished by one of the ~~two~~ highest ranked Proposers or other disposition made thereof. The Bid Proposal guarantees of all Proposers except the ~~two~~ highest ranked Bid Proposals will be returned within ~~three~~4 months after the Bid Proposals are due. If all Bid Proposals are rejected and no award is made, all Bid Proposal guarantees will be returned within ten (10) calendar days of the decision by the City not to award the Project.

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

At the end of Section III.A.1 on page 21 ADD subparagraphs "a." and "b." as shown below:

- a. The Contractor shall comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs, and project progress. As part of this requirement, the successful Contractor will be required to provide certifications and documentation for AIS compliance. A sample AIS Compliance Certification form is provided in Appendix D. AIS Compliance Certification forms shall be collected from suppliers, fabricators manufacturers and processors to certify that each step in the process was domestically performed, and included in product submittals to the City. AIS Compliance Certification forms and other related AIS documentation such as a De Minimis Waivers (See Appendix C), receipts and/or invoices shall be maintained by the Contractor on the Project Site and shall be shared with City, SWRCB and EPA staff if requested during an audit. Additional documentation may be needed from the Contractor if the Compliance Certification forms and other documents are lacking important information.

- b. By submitting a sealed bid proposal, the Proposer acknowledges to and for the benefit of the City and the State of California that it understands the goods and services for this Project are likely being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products to be used in the Project to be produced in the United States ("AIS Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Proposer hereby represents and warrants to and for the benefit of the City and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of the Project Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE Section IV.E pages 73 through 82 with Addendum 2 pages 73 through 82 included in Exhibit 1 to this addendum. Changes to these pages are shown in track changes and include the Addendum 1 changes that were made to these pages.

6. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Add the AIS Compliance Certification document included in Exhibit 2 of this addendum as Appendix D of the RFBP and add "D. AIS Compliance Certification" to the Volume 1 – Request for Bid proposal Table of Contents under Appendices on page ii.

7. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 7 – CONTRACTOR on page 23, DELETE paragraph 7.5.4.1 related to Skilled and Trained Workforce Reporting in its entirety.

8. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 12 – PAYMENT AND COMPLETION, paragraph 12.9.K on page 53, EDIT the text as shown in track changes below:

- K. Provisions of law that enable or require the City to withhold such payments in whole or in part, including, but not limited to California Public Contract Code, ~~section 2602 regarding skilled and trained workforce reporting.~~

9. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.1.F on page 59, EDIT the text as shown in track changes below:

- F. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article ~~13.1.1.B(1)~~ 13.1.1.B, and subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.1.1.C. However, any such umbrella/excess policy must be approved by the City and maintain an A.M. Best Rating of no less than A:VII.

10. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph “1” as shown in track changes below:

- C. Minimum Amount of Coverage for all Listed Subcontractors include in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.
1. Minimum Amount of Coverage for Subcontractors NOT include in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

11. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.4.E on page 61, EDIT the text as shown in track changes below:

E. All Other Perils - ~~\$25,000~~ \$100,000.

12. REVISION TO VOLUME 2 of 4: AGREEMENT

REPLACE Exhibit C with the revised Exhibit C included in Exhibit 3 of this addendum. The revisions are shown in track changes.

13. REVISION TO VOLUME 3 of 4: SPECIFICATIONS

In Section 28 23 00: Video Surveillance, REVISE paragraph 2.01.A.4.a. on page 2 as shown in track changes below:

a. Manufacturer: Razberi Technologies, Model: ServerSwitchIQ-, Part Number:
SSIQ16-i7-24T.

14. REVISION TO VOLUME 3 OF 4: SPECIFICATIONS, EXHIBIT 4 – REVISED SPECIFICATION SECTION 33 05 16, PRECAST CONCRETE UTILITY STRUCTURES

REPLACE Specification Section 33 05 16: PRECAST CONCRETE UTILITY STRUCTURES with revised Specification Section 33 05 16 PRECAST CONCRET UTILITY STRUCTURES, which is included in Exhibit 4 to this Addendum.

15. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED DRAWING SHEET 00-CP-024A CIVIL YARD PIPING

REPLACE Sheet 00-CP-024A CIVIL YARD PIPING with revised Sheet 00-CP-024A included in Exhibit 5 to this Addendum.

16. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED DRAWING SHEET 00-E-053 DIGESTER AREA POWER CONDUIT SCHEDULE

REPLACE Sheet 00-E-053 DIGESTER AREA POWER CONDUIT SCHEDULE with revised Sheet 00-E-053 included in Exhibit 5 to this Addendum.

**17. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED
DRAWING SHEET 00-E-057 DIGESTER AREA SIGNAL CONDUIT
SCHEDULE 1 & 2**

REPLACE Sheet 00-E-057 DIGESTER AREA SIGNAL CONDUIT
SCHEDULE 1 & 2 with revised Sheet 00-E-057 included in Exhibit 5 to
this Addendum.

**18. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED
DRAWING SHEET 80-E-002 DIGESTER CONTROL BUILDING POWER
AND SIGNAL PLAN - SOUTH**

REPLACE Sheet 80-E-002 DIGESTER CONTROL BUILDING POWER
AND SIGNAL PLAN - SOUTH with revised Sheet 80-E-002 included in
Exhibit 5 to this Addendum.

**19. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED
DRAWING SHEET 80-E-007 DIGESTER 2 POWER, LIGHTING AND
SIGNAL PLAN**

REPLACE Sheet 80-E-007 DIGESTER 2 POWER, LIGHTING, AND
SIGNAL PLAN with revised Sheet 80-E-007 included in Exhibit 5 to this
Addendum.

**20. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED
DRAWING SHEET 80-E-008 DIGESTERS MOTOR CONTROL CENTER
81-MCCX-1000 SINGLE LINE DIAGRAM**

REPLACE Sheet 80-E-008 DIGESTERS MOTOR CONTROL CENTER
81-MCCX-1000 SINGLE LINE DIAGRAM with revised Sheet 80-E-008
included in Exhibit 5 to this Addendum.

**21. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 5 – REVISED
DRAWING SHEET 80-E-010 DIGESTERS MOTOR CONTROL CENTER
81-MCCX-1000 ELEVATION**

REPLACE Sheet 80-E-010 DIGESTERS MOTOR CONTROL CENTER
81-MCCX-1000 ELEVATION with revised Sheet 80-E-010 included in
Exhibit 5 to this Addendum.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 29, 2019

IMPORTANT

07/03/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. TRM

RE: RFP 08-052 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Expansion Project

*******ADDENDUM THREE*******

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Pre-Qualified Contractors Table on page 1, with the one below (the listed pre-qualified contractors issued in Addendum 2 was incorrect, the table below correctly shows revisions intended to be made to this table as part of Addendum 1 and Addendum 2):

Pre-Qualified General Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbailey@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	neestimating@kiewit.com
W.M. Lyles Company	559-441-1900	jlawrence@wmlylesco.com
C. Overaa & Co	510-234-0926	larrye@overaa.com
Western Water Constructors, Inc.	707-540-9640	josh.mcgarva@westernwater.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph on page 2 of the RFBP as shown below:

A total of one (1) hard bound original and seven (7) bound hard copies and an electronic (PDF) copy on a USB flash drive (total of 2 flash drives) for both parts of the Bid Proposal shall be submitted no later than 3:00 PM on ~~July 19, 2019~~ July 29, 2019 to:

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678

Re: Design-Assist and Construction of the
Pleasant Grove Wastewater Treatment Plant Expansion Project
Attention: Tracie Mueller, P.E., Environmental Utilities-Engineering

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the Procurement Schedule within Section II.A on page 5 as shown below:

Procurement Schedule

Event	Date
Request for GMP Construction Bid Proposals sent to Invited Contractors	6/1/2019
Mandatory Pre-Proposal Meeting and Site Walk at 9:30 a.m.	6/12/2019
Last Day to Submit Questions	7/8/2019
City Responses to Written Questions	7/15/19 7/22/19
Last Addendum Posting Date (if necessary)	7/15/19 7/22/19
Bid Proposal Due Date at 3:00 p.m.	7/19/2019 7/29/19
Possible Interviews with Proposers who submitted responsive Proposals	8/22/2019 – 8/29/2019
Anticipated Notification of Intent to Award	10/30/2019
Anticipated Award of Agreement by City Council	11/6/2019

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP), EXHIBIT 1 – REVISED RFBP ATTACHMENT 3 PAGE 44

REPLACE page 44 of the RFBP Attachment 3, PROPOSER'S SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS with page 44 included in Exhibit 1 to this addendum.

5. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 2, ITEM 10

This addendum change shall replace Addendum 2, Item 10. Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph "1" as shown in track changes below:

C. Minimum Amount of Coverage for all **Listed** Subcontractors **included in Exhibit E** - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

6. REVISION TO VOLUME 3 of 4: SPECIFICATIONS, EXHIBIT 2 – REVISED SPECIFICATION SECTION 22 13 43

REPLACE Specification Section 22 13 43: PACKAGED WET-WELL GRINDER PUMP STATION with revised Specification Section 22 13 43 PACKAGED WET-WELL GRINDER PUMP STATION, which is included in Exhibit 2 to this addendum.

7. REVISION TO VOLUME 3 OF 4: SPECIFICATIONS

On page 3 of Section 43 23 57 PROGRESSING CAVITY PUMPS within paragraph 2.01B for Pump Types, REPLACE “no equal” with “or equal”.

8. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-E-052 THICKENER AREA POWER CONDUIT SCHEDULE, make the following changes:

- For conduit 74P-112A REVISE the “TO EQUIPMENT NUMBER” from “74-LCPx-920” to “74-LCPx-900”.
- For conduits 74P-112B and 74P-112C REVISE the “FROM” from “74-LCPx-920” to “74-LCPx-900”.

9. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-E-056 THICKENER AREA SIGNAL CONDUIT SCHEDULE 1 & 2, for conduit 74S-142 REVISE the “TO EQ NO” from “74-LCSx-920” to “74-LCSx-900”.

10. REVISION TO VOLUME 4 OF 4: DRAWINGS

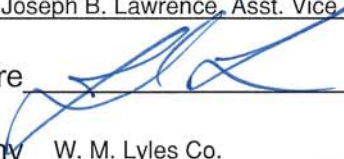
On Sheet 70-E-008 CENTRATE WET WELL POWER, SIGNAL AND LIGHTING PLAN, REPLACE Note 1 in its entirety with the following:

"CONNECT 74-LCPx-900 to 71-MCCx-1000 LOCATED IN THE SOLIDS THICKENING BUILDING."

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Three

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 29, 2019

IMPORTANT

07/12/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. TRM

RE: RFP 08-052 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Expansion Project

***** ADDENDUM FOUR *****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section II.H on page 11 within the first paragraph after the equations as shown below:

If City determines that a Proposer cannot be selected based solely on the Bid Proposals submitted, the top ranked Proposers submitting the most highly rated ~~technical-bid~~ proposals may be invited for interviews with the selection committee. The Proposer's proposed Project Manager must be present at the interview; up to three others may attend at the discretion of the Proposer. After this process, the proposers will be ranked and notified. City staff will then enter into final negotiations with the highest ranked proposer. Following successful negotiations, a recommendation will be made to City Council to award the Agreement. In the event that negotiations are not successful, the City reserves the right to terminate negotiations and enter into negotiations with the next highest ranked Proposer.

2. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 3, ITEM 5

This addendum is a revision to text added as part of Addendum 4, Item 5. Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C.1 on page 58 as shown in track changes below:

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of ~~\$5,000,000~~ \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

3. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.4.C on page 60 as shown in track changes below:

C. Included Coverage – The above builder's risk insurance shall include the following coverages:

- 1) Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
- 2) Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
- 3) The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
- 4) Start-up & testing, and machinery breakdown including electrical arching which are very important coverages and usually have to be requested.
- ~~5) Consequential losses due to delay in completing the Work. The builder's risk insurance limit for consequential losses is \$1,000,000.~~
- 6)5) The policy shall provide the City the right to occupy the premises without termination of the policy until Final Completion of the Project.

4. REVISION TO VOLUME 3 OF 4: SPECIFICATIONS

In Section 03 90 99 HYDROSTATIC AND PNEUMATIC TESTING OF CONCRETE STRUCTURES, REVISE paragraph 3.01.C.2.on page 3 as shown in track changes below:

2. The quantitative criteria for the hydrostatic test shall be ~~0.0125%~~
0.05% volume per day.

5. REVISION TO VOLUME 3 OF 4: SPECIFICATIONS

In Section 28 23 00 VIDEO SURVEILLANCE, REVISE paragraph 2.02.A on page 3 as shown in track changes below:

- A. ACCEPTABLE PRODUCTS:
 1. Pelco (Schneider Electric) Spectra Dome HD system S5220-EG1
 2. Equivalent Pelco
 3. Equivalent Sony
 4. Equivalent Axis
 5. Equivalent Vivatek
 6. Or equal.

6. REVISION TO VOLUME 4 OF 4: DRAWINGS, EXHIBIT 1

REPLACE Sheet 70-S-031 SOLIDS THICKENING BUILDING AND DIGESTER CONTROL BUILDING DETAILS with revised Sheet 70-S-031 included in Exhibit 1 to this addendum.

7. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-001 DIGESTER OVERALL FOUNDATION PLAN, within grid B1, change dimensional callout from "2'-0"" to "2'-6" for the tank foundation.

8. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-010 DIGESTER ADDITIONAL STRUCTURAL NOTES, REPLACE note XI.2 for TESTING with "ACCEPTANCE CRITERIA: 0.05% / 24-HR PERIOD FOR HYDROSTATIC, 0.1% / 24-HR PERIOD FOR PNEUMATIC."

9. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-023 DIGESTER NOTES AND DETAILS, within grid D1, REVISE callout for upper 4" DS from "EL.126.00" to "EL. 127.50."

10. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-023 DIGESTER NOTES AND DETAILS, at gridline D1, REVISE callout for SUPPORT ANCHORS AT 12" DG from "EL. 130.39" and "EL. 129.55" to "ELEVATION TO BE FIELD VERIFIED BASED ON MECHANICAL PIPING LAYOUT."

11. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-M-006 MECHANICAL DETAILS 6, TYPE 43 SUPPORT (T43S), in grid G1, REVISE callout from "TOP ROW ANCHORS ELEV= 130.39" to "TOP ROW ANCHORS ELEVATION TO BE FIELD VERIFIED BASED ON MECHANICAL PIPING LAYOUT."

12. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-M-006 MECHANICAL DETAILS 6, TYPE 43 SUPPORT (T43S), in grid G2, REVISE callout from "BOTTOM ROW ANCHORS ELEV= 129.55" to "BOTTOM ROW ANCHORS ELEVATION TO BE FIELD VERIFIED BASED ON MECHANICAL PIPING LAYOUT."

13. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 20-M-021 PRIMARY CLARIFIER HVAC AND ODOR CONTROL PLAN, SECTION A, REVISE the callouts on the ductwork shown inside Pumping Gallery (near C4 grid line), from "14" $\varnothing$ FA" and "24" $\varnothing$ FA" to "14" $\varnothing$ BRANCH DUCT" and "24" $\varnothing$ EXHAUST HEADER", respectively.

14. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-E-074 ELECTRICAL SITE PLAN 3, REPLACE Note 1 with "CONNECT 74-LCPx-900 to 71-MCCx-1000 LOCATED IN THE SOLIDS THICKENING BUILDING."

15. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 70-E-008 CENTRATE WET WELL POWER, SIGNAL AND LIGHTING PLAN, REPLACE Note 1 with "SIGNAL AND CONTROL CONDUITS TO 71-PLCP-100. POWER CONDUITS TO 71-MCCx-1000 IN SOLIDS THICKENING BUILDING."

16. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 70-E-008 CENTRATE WET WELL POWER, SIGNAL AND LIGHTING PLAN, grid D2, REPLACE "TO CENTRIFUGE BUILDING" with "TO SOLIDS THICKENING BUILDING."

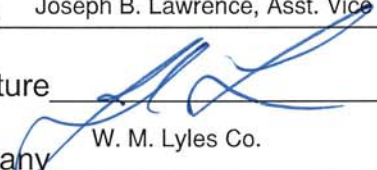
17. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-I-003 PROCESS AND INSTRUMENTATION DIAGRAM SCADA NETWORK BLOCK DIAGRAM – 1, REPLACE Note 3 with "VIDEO CAMERA SHALL BE SONY MODEL SNC-DH180 OR EQUIVALENT SONY, AXIS, OR VIVATEK."

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Four

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 29, 2019

IMPORTANT

07/22/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-052 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Expansion Project

***** ADDENDUM FIVE *****

Please note the following revisions:

1. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-001 DIGESTER OVERALL FOUNDATION PLAN, within grid B1, change dimensional callout from "7'-0" WIDE FTG" to "7'-6" WIDE FTG".

2. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-011 DIGESTER OVERALL TANK SECTION, within grid B4, change dimensional callout from "7'-0"" to "7'-6"" and within grid C4, change note "INSIDE WALL FOOTING RADIUS = 41'-6" (MAX)" to "INSIDE WALL FOOTING RADIUS = 41'-0" (MAX)" and change "INSIDE WALL FOOTING RADIUS = 38'-11 3/16" EL = 97.03" to "INSIDE WALL FOOTING RADIUS = 38'-5 3/16" EL = 96.99".

3. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-021 DIGESTER WALL AND FOOTING DETAILS, SECTION 1 – RADIAL SECTION OF WALL AND WALL FOOTING, within grid A4, change "39 - #5 CIRC BARS, SEE NOTE 4" to "41 - #5 CIRC BARS, SEE NOTE 4", and within grid B4, change dimensional callout from "7'-0"" to "7'-6"".

4. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-021 DIGESTER WALL AND FOOTING DETAILS, NOTES, Note 4, change the middle of the sentence that states "35 - #5 CIRC BARS" to "41 - #5 CIRC BARS".

5. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-023 DIGESTER NOTES AND DETAILS, DETAIL 1 - WALL ANCHOR AND WRAPPING REQUIRMENTS, in the table under "NUMBER OF WRAPS, 2nd LAYER", change "15" to "17", change "20" to "23", change "9" to "12" and change "44" to "52".

6. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-023 DIGESTER NOTES AND DETAILS, DETAIL 1 - WALL ANCHOR AND WRAPPING REQUIRMENTS, in the table under "NUMBER OF WRAPS, 1st LAYER", change "10" to "12", change "17" to "20", change "14" to "15", change "15" to "16", change "18" to "19", change "20" to "22", change "26" at "13'-6" HEIGHT ABOVE TOP FOOTING" to "28", and change "257" to "269".

7. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 80-S-023 DIGESTER NOTES AND DETAILS, DETAIL 1 - WALL ANCHOR AND WRAPPING REQUIRMENTS, at the bottom of the table on the right hand side change "TOTAL WRAPS = 301" to "TOTAL WRAPS = 321".

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Five

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 29, 2019



SECTION 1

PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

DELIVERING A SUCCESSFUL PROJECT

The City of Roseville (City) has issued a Request for Bid Proposals (RFBP) to prequalified contractors for Design-Assist Services and Construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project (EP or Project). A Best-Value selection process is being utilized by the City to emphasize its desire for a true partner in this Project; one that will provide the best overall benefit to the community.

The selected contractor will become an integral part of the Project Team which will include the City, Kennedy Jenks (KJ), and Brown & Caldwell. KJ will serve as the designer and B&C will serve as the construction manager. Additional stakeholders include those who will be concurrently involved in the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project (ERP), which will be constructed concurrent with the EP; and the citizens of the City of Roseville.

PROJECT OVERVIEW

In 2003, the City of Roseville completed initial construction of the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The facility was originally designed and permitted to treat 12 million gallons per day (MGD) but, due to higher than anticipated organic loading, has experienced a decrease in its effective treatment capacity from 12 MGD to 9.5 MGD. Aeration improvements completed in 2009, coupled with slowed population growth following the housing market collapse in 2008, have allowed the facility to meet the community's needs to date. However, a recent acceleration of growth within the facility's service area is driving change. The City's desire to prepare for this growth proactively has led to the development of the Expansion Project which will provide for construction of the following major improvements:

- Primary Clarifiers for the removal of biosolids upstream of the existing secondary process (Oxidation Ditches).
- Equipment gallery including pumps for the transfer of primary sludge and scum to the Digesters, and an

overhead crane for maintenance.

- Odor Control Facility utilizing granular media to prevent foul odors from reaching sensitive receptors.
- Two Digesters which will reduce the volume of solids requiring disposal through anaerobic digestion and, as a byproduct, produce methane for beneficial use.
- Sludge Thickening Facilities which will support Digester operation by reducing the volume of water present in the Waste Activated Sludge.
- Chemical Feed Facilities for the addition of Ferric Chloride into the Digesters thereby limiting the production of hydrogen sulfide, a corrosive and dangerous gas.
- Civil, structural, mechanical, and electrical infrastructure as needed to support the aforementioned facilities.

These improvements will benefit the City by:

- Reducing the volume of biosolids requiring secondary treatment which will effectively increase the organic loading capacity of the PGWWTP.
- Reducing the volume of biosolids requiring dewatering and disposal. This will result in lower energy, chemical, and transportation costs for the City.
- Converting a portion of the biosolids into methane gas (biogas) which will be captured and transferred to the Energy Recovery Project and processed into a renewable fuel with multiple beneficial uses.
- Providing a new sustainable option for the disposal of high strength waste (fats, oils, and grease) generated by local businesses.
- Restoring the overall performance of the PGWWTP to accommodate the anticipated wastewater treatment demands through the year 2040.

PROJECT STRUCTURE

The selected contractor will enter into a Guaranteed Maximum Price Contract for the construction of the Expansion Project. Payment will be based on actual costs plus a fee for all craft labor, equipment, subcontracted work, and materials. Management and supervision duties will be paid for at an hourly rate.

Throughout the life of the Project, the selected contractor will participate in the Design-Assist process wherein all stakeholders will collaborate to adjust, modify, and finalize the design documents for the greater benefit of the Project. The contractor's participation in this process is inclusive of, but not limited to, the following:

- Constructability review of the Final Design Drawings and Specifications
- Value engineering to identify and quantify cost and time savings opportunities
- Risk review to identify and mitigate potential project disruptors
- Evaluation of alternatives generated by all project stakeholders
- Coordination with the PGWWTP ERP
- Compliance with funding agency requirements (SRF)
- Development and refinement of the Project Schedule for use in evaluation of the items listed above

The primary goal of the Design-Assist process is to increase the value of the Project through positive stakeholder relationships, improved constructability, mitigation of project risks, and reduction of the cost and time needed for construction. Our team has participated in more than 100 projects of similar nature with meaningful involvement prior to design completion. We have historically seen savings of up to 20% of project cost through this early participation. For example, our early involvement in the design of the Stockton Regional Wastewater Control Facility Modifications Progressive Design-Build Project provided the opportunity to establish a hydraulic grade line through the plant that reduced pumping of the liquid stream from 6 times to 3 times.

LYLES' APPROACH

Our company was founded on the principle of open dialogue based on trust, honesty, and integrity. These values shape our approach to business with our Clients, the Community, our Subcontractors, and our Suppliers. We manage projects through a proactive approach to problem-solving and by tightly controlling construction costs. As a general rule; we always have a plan, know how much it's going to cost, and quickly recognize if we need to modify our course.

We recognize that a commitment must be made to building relationships between all project stakeholders so that effective communication can be utilized to overcome any community, engineering, or constructability challenges that may arise. Our team has thoroughly reviewed and visited the site to acquaint ourselves with the local conditions, nature, and location of where the work will be performed. We have taken into account and addressed the challenges that have the potential to derail the project. Our solutions are reflected in our baseline CPM schedule for the Project, which can be found in Appendix C.

The Right Experience

Lyles constructed a new thickening and dewatering building and odor control system to replace the existing sludge handling systems for the OCSD 100 MGD Plant 1. Working in an existing plant can be challenging, but working within one of the largest plants in the U.S. can be dangerous if not coordinated correctly. Lyles orchestrated dozens of tie-ins to existing facilities with plant staff to accommodate daily operations and project safety which included a very detailed LOCK OUT/TAG OUT program.

Monthly executive meetings and project team workshops were also held to discuss the challenges associated with the mechanical, electrical and plumbing conflicts that existed on the drawings. Lyles used a combination of AutoCAD and Navisworks to graphically represent each mechanical system and interference to determine a solution prior to installation. This effort at the front end of the project resulted in a very smooth field installation effort. This is the same level of collaboration the City of Roseville can expect when partnering with Lyles on the EP.

KEY ELEMENTS OF OUR APPROACH

Attention to Safety – Lyles' focus on safety behavior and safety requirements has led to ZERO OSHA violations and over the last 5 years our worker's compensation claims, or Total Recordable Injury Rate (TRIR), has routinely fallen well below the industry average both statewide and on a national scale. Scott McElwain will serve as the Safety Director for the PGWWTP EP. Scott will routinely visit the site and will further engage when any critical activities are planned to occur. He will proactively work with our construction team to build safety into our means and methods while considering constructability requirements. Scott will also coordinate any safety special training that is needed on the project. As requested, please find additional information on our safety program in Section 7.

Attention to Quality– This is a key driver for controlling both schedule and cost. During pre-construction, proposed Quality Control Manager, Jon Shugarte, will work with the City of Roseville and the project team to identify critical quality elements, develop the Quality Management Plan (QMP), and lead sub/supplier quality implementation. During construction, Jon will implement and monitor the QMP, coordinate the inspection and testing program, provide QMP training to subcontractors and suppliers, and coordinate with City quality assurance staff as required.

Community Interaction – Lyles will look for ways to strike the right balance; to effectively address local concerns

while also managing expectations. Ensuring community involvement with the City of Roseville, keeping total neutrality, promoting transparency; and developing an effective monitoring, evaluation, and reporting system are some of the actions that Lyles has taken on previous projects. Many of our key personnel live and work within Roseville and the surrounding areas. As members of the community and as ratepayers, we are uniquely invested in ensuring the success of this project.

Experienced Senior Staff – Top-level, experienced, senior staff will be involved and committed to the success of the EP. This will ensure the Project is never short of the required leadership and know-how that will be necessary to construct the most successful project possible. Proposed Project Manager, John Lunsford, will be the primary point-of-contact for the City. His responsibility will be to ensure the highest standards are maintained with respect to safety, budget, and schedule. Assistant Project Manager, Jon Shugarte, will make sure that all activities in the field are properly coordinated, all materials and manpower are available when needed, and all work complies with the quality standards established for the Project.

Risk Management – A risk register will be created in collaboration with the City to identify and address high risk items early in the project. This risk register will be shared with the entire project team for input and buy-in. It is critical that all stakeholders are involved in the process and have input in the resulting decisions.

Value Engineering

Value engineering sessions will be conducted to provide cost reduction and schedule suggestions for the City of Roseville's consideration. At the OCSD Plant 1 project WML suggested over \$8M of innovative cost saving ideas. The Owner took advantage of over \$6M of the innovative cost savings. See detailed spreadsheet below.

LOCATION	DESCRIPTION	VE COST SUBMITTED	VE COST ACCEPTED
PVC Liner Under Structure	Elimination of PVC liner under structures	\$ 300,000.00	\$ 270,000.00
Xypex in Concrete	\$400K assuming OCSD Keeps Xypex in Conc.	\$ 400,000.00	
Exterior Waterproofing	Elimination of exterior waterproofing on concrete	\$ 30,000.00	
Drilled Piers	Change to displacement piles	\$ 2,900,000.00	\$ 2,687,985.00
Acoustical Panels	In basement and subbasement ceiling	\$ 200,000.00	
Paint on Basement Deck	In basement and subbasement ceiling	\$ 46,000.00	\$ 41,400.00
Polymer Station	Elimination of Polymer Station except for 1/3 used.	\$ 500,000.00	\$ 450,000.00
Screen Wall	Elimination of Piles and Precast Wall.	\$ 740,000.00	\$ 180,000.00
Braced Frame Structure	No cost savings	\$ -	
Flow Meter Elimination	Elimination of Flowmeters and valves in basement	\$ 80,000.00	
Progressive Cavity Pumps	Spec 11309 Changes to Moyno or Netzsch	\$ 900,000.00	\$ 773,100.00
Cake Pumps	Spec 11250 changes to Piston Pumps	\$ 1,600,000.00	\$ 1,574,874.00
Elimination of DAFT UF to Wetwell	Elimination of pipe, manhole and vault	\$ 82,000.00	
Elimination of Subbasement	Raises subbasement to elevation 4.5	\$ 400,000.00	\$ 361,178.00
	3 totals	\$ 8,178,000.00	\$ 6,338,537.00

Planning and Sequencing – Our team will proactively manage the entire schedule, with a sharp focus on the critical path. Our goal is to maximize efficiency which will result in an overall lower project cost. Our project team, with support from experienced CPM Scheduler, Tony Mueller, has taken into account and addressed the challenges that have the potential to derail the EP. Our solutions are reflected in our baseline CPM schedule for the Project, which can be found in Appendix C.

Tight Project Controls and Accounting – We utilize industry leading cost controls and accounting systems on all of our projects. Our experience using this open-book approach as a standard will ensure that timely, accurate, and transparent cost information is available in a format that all project stakeholders can utilize. See Section 8, for further details on how Lyles will provide the City with personalized access to its accounting system.

Self-Performance – Lyles plans to self-perform over 55% of all work on the EP. This will benefit the City of Roseville,

by reducing projects risks associated with schedule, quality, safety and cost. This will also enable us to achieve the target project milestones defined in the RFP. Our ability to self-perform the majority of the scope, coupled with a proven team that has worked together to deliver similar projects, will set the stage for the highest level of performance possible.

Engage a Team of Proven, Qualified Subcontractors

We select subcontractors that have the qualifications and proven track record to be part of our team. Accountability and ownership are key attributes that we look for. The Electrical and Instrumentation scopes of work have been assigned to long time trusted partners Wade Johnson with San Joaquin Electric (SJE) and Tesco Controls due to their critical nature. The EP will benefit from our proven partnership and their contributions to both the design and construction of the EP.

ACHIEVING THE CITY'S GOALS

BUDGET

Careful attention has been paid to the details of the EP and an accurate GMP price has been developed. Utilizing an accurate budget in combination with timely cost reporting will ensure that we identify budgetary opportunities or issues while there is still time to address them. We are proactive with our budget management, not reactive. We employ an open-book approach and provide reporting tools that will give the City complete confidence that budgetary goals are being met and surprises avoided.

SCHEDULE

A detailed CPM schedule has been developed for this Project (Appendix C) which highlights the importance we place on achieving the milestones outlined in the RFP. We have analyzed and compared the project budget against the schedule to further verify that we are in alignment. We have a proven history of **maintaining project schedule on very difficult and time sensitive projects and, in fact, have never been assessed liquidated damages for exceeding a project deadline.**

The Right Experience

Lyles' work on the \$92M Design-Bid-Build of a 22 MGD Water Recycling Treatment Plant for the City of Visalia included an odor control system for the existing headworks; modification of the existing primary sedimentations basins, a new septage receiving station, a new pump station with fine screens, modifications to the existing aeration system, replacement of the existing secondary and tertiary treatment process with a new GE supplied membrane bioreactor (MBR) system, and an Ozonia supplied ultra-violet (UV) disinfection system.

Lyles worked in partnership with the City of Visalia to overcome project challenges, maintain maximum access, and complete start-up and commissioning services well within the scheduled project completion date. Lyles and the City of Visalia worked closely during construction to provide seamless mechanical operational transfers and process tie-ins so that there were *no impacts* to the plant or their customers.

STAKEHOLDER NEEDS

Along with maintaining the budget and schedule, the Project must serve the needs of all stakeholders; including the surrounding community. This is achieved by actively planning to minimize community concerns such as sound, traffic, dust, odors, and visual disturbances. At all times, it will be critical that the project site is maintained in a clean and organized fashion. In addition to the productivity and quality benefits, this will ensure that the City and the neighboring community experience a professionally managed project.

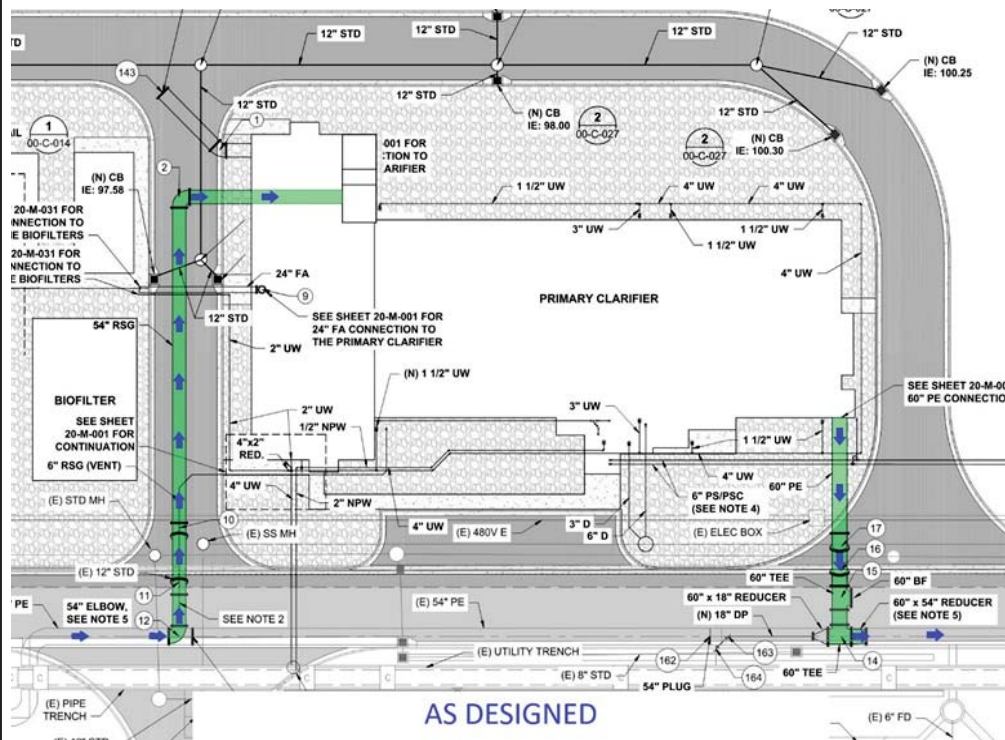
OVERCOMING CHALLENGES

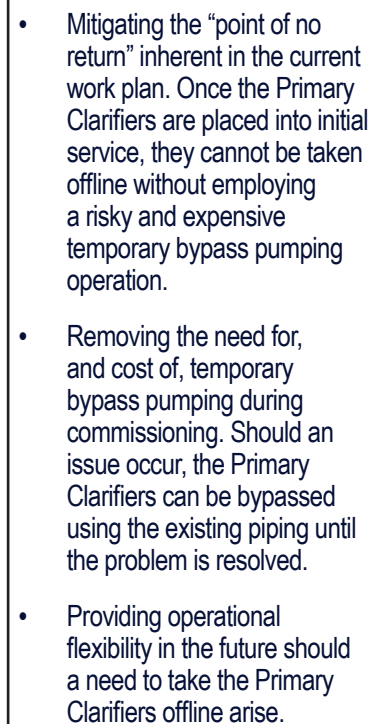
Lyles is committed to identifying challenges and developing the most advantageous solutions for the City of Roseville from the very beginning of the project. We have provided the outline below to give some structure to a discussion of the greatest challenge that we believe the Expansion Project will face. Our strategy for mitigating this challenge has been provided as well.

Challenge 1: Startup and Commissioning of the Primary Clarifiers

Impact:

Drawing 00-CP-015 depicts the new Primary Influent and Primary Effluent piping connections to the Primary Clarifiers. As designed, the new piping will direct flow into, and out of, the Primary Clarifiers without providing for the ability to bypass the Clarifiers under any circumstances. As a result, temporary bypass pumping equipment will be required to A) reroute flows around the piping tie-ins to facilitate construction, and B) remain onsite during commissioning to provide the ability to bypass flows around the Primary Clarifiers in the event of a mechanical or electrical failure. Maintaining and operating the temporary bypass equipment will be both inherently risky and costly.







SECTION 2

APPROACH TO THE PROJECT'S SCOPE OF WORK/SPECIAL PROJECT CONSIDERATIONS

APPROACH TO THE PROJECT SCOPE OF WORK / SPECIAL PROJECT CONSIDERATIONS

Our project approach began with developing an understanding of the project drivers, followed by identifying the greatest challenges and their potential solutions. We look forward to collaborating with the City of Roseville to combine these individual project elements into an overall scope of work and proposed plan to meet the City of Roseville's needs.

To outline our approach, we have broken the project into the following major components:

GENERAL AREA

- Design-Assistance
- Pre-Planning & Site Logistics

PRIMARY CLARIFIER AREA

- Earthwork & Underground Utilities
- Primary Clarifiers
- Biofilters
- Electrical Building
- Site Finishes

DIGESTER AREA

- Earthwork & Underground Utilities
- Digesters
- Digester Building
- Thickener Building
- WAS Holding Tank Modifications
- Site Finishes

Our outlined approach is as follows:

GENERAL AREA

TASK ONE: DESIGN-ASSISTANCE

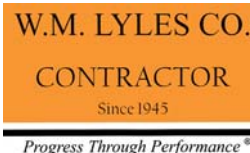
TIMELINE: NTP THROUGH DAY 90 / DECEMBER 2019 THROUGH FEBRUARY 2020

Sub-task 1: Value Engineering

One of the benefits of the Design-Assist process is the intentional commitment of time to the development of value engineering ideas throughout the life of the project. In support of this process, we have already identified several potential opportunities which we believe will enhance the value and reduce the risks inherent in the EP. These opportunities include revising the modifications being made to the existing WAS Holding Tanks, utilizing fabricated aluminum stairs instead of concrete at the Primary Clarifiers, and utilizing steel construction as an alternative to concrete for the roof decks at each of the Buildings. Please see Section 3 for a more detailed discussion.

Sub-task 2: Constructability Review

Lyles and its subcontractors are in a position to share the lessons-learned through the execution of hundreds of construction projects with the entire project team. This insight will be furnished to the benefit of the Project and will provide City stakeholders with an opportunity to evaluate construction methods and techniques that may not have been considered.



A Committed and Integrated Team

Monthly Executive Meetings

We suggest holding monthly executive meetings where respective principals from the City of Roseville and Lyles can openly discuss the performance of their respective teams. This approach has worked well on other projects and has resulted in maximum collaboration, proactive problem solving of issues before they become project complications, organizational alignment, and "common goal" project execution.

Lyles also has real-time access to current material pricing and will be able to provide alternative options for aggregates, pipe materials, structural materials, and other commodities than can meet or exceed the project requirements at a lower overall cost. We expect this entire process to be collaborative, transparent, and focused on delivering added value to the EP.

Sub-task 3: Contractor Furnished Design Elements

The Specifications require the Contractor to furnish a number of design elements which include, but are not limited to: piping supports, conduit supports, anchorage for electrical equipment, anchorage for process equipment, tanks, and storage vessels. Many of these elements have the potential to affect the final Construction Plans and Specifications. For example, preferential pipe routing identified during value engineering and constructability review would influence the number, size, and type of pipe supports required. Our goal will be to identify these elements early so that they are incorporated into the Plans and Specs at this stage, rather than having to update the drawings later through the submittal and record drawing processes. This will reduce the potential for construction errors and reduce the amount of effort required by the Engineer and the City of Roseville.

Task 1 Key Participants:

- Joe Lawrence – Project Sponsor – Value engineering, constructability review, and resource allocation
- John Lunsford – Sr. PM – Value engineering, constructability review, and subcontractor procurement
- Reece Berger – Pre-Plan Mgr. – Design- assist estimating support
- Pat Van Treeck – Pre-Plan Eng. – Design- assist estimating support
- San Joaquin Electric - Electrician – Value engineering and constructability review
- TESCO Controls, Inc. - Integrator – Value engineering and constructability review

Task 1 Critical Components:

- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

TASK 2: PRE-PLANNING & SITE LOGISTICS **TIMELINE: DAY 45 THROUGH DAY 120 / JANUARY 2020 THROUGH MARCH 2020**

Sub-task 1: Critical Path Management

Identification and management of the critical path is the first step in maintaining and expediting a project schedule (step two is managing risks and step three is managing near-critical activities). The critical path of the EP flows through the early submittals, site preparation, and into the underground utilities for the Digesters. It then continues through the concrete work, mechanical work, and commissioning of the Digesters and their related systems. This is followed by the conversion of the existing WAS Holding Tanks, startup of the remodeled Sludge Transfer Pumps and the new Centrate Feed Pumps, and finally, punchlisting and demobilization from the facility.

Schedule risks exist that will need to be carefully monitored and mitigated throughout the life of the project. One such risk is the achievement of Milestone E – Phase A Startup. The most critical requirement of this Milestone is that the newly commissioned Digesters be capable of producing biogas and delivering it to the ERP. The Contract provides 730 calendar days for the completion of this work which is adequate, but does not provide much room for error. Lyles' plan includes expedition of this work through task prioritization and the strategic use of overtime to ensure compliance with the specified timeframe. Should the City award both the EP and the ERP to Lyles, then our plan will be to expend additional overtime to improve the schedule further, as savings to the ERP will offset the costs to the EP and result in a shortened overall construction schedule for both projects (See Lyles ERP Proposal for further discussion).

Sub-task 2: Procurement of Long Lead Items

Through coordination with our subcontractors and suppliers, we have identified all of the long-lead items and incorporated their procurement into the overall project schedule. Based on this effort, the below slab piping systems, the concrete mix designs, and the Prestressed Concrete Tank submittals will be prioritized and expedited. To assist with the review and approval process, we will require our subcontractors and suppliers to participate in

joint submittal review meetings which will include the City and the Engineer. The purpose of these meetings is to address any concerns and facilitate approvals to ensure that a release to fabrication can be provided upon completion of the first submittal review cycle. Mitigating the need for multiple review cycles will save the project both time and money.

Sub-task 3: Site Logistics

The site is split into two major areas: the Primary Clarifier Area and the Digester Area. We have a well thought out site layout and staging plan which will be further developed and implemented. This will contribute to safe and efficient project performance. To facilitate expedited construction of the new roadway and access gate, we will prioritize the below grade utilities located within the roadway west of the new Digesters. Doing so will provide improved access to both Lyles and the ERP contractor, resulting in reduced traffic and congestion in the area. An additional benefit will be the early completion of Milestone D – Roadway Connection, which is necessary for beneficial use of the ERP.

Task 2 Key Participants:

- John Lunsford – PM – Overall project planning and coordination, and critical early submittal management
- Jon Shugarte – Asst. PM – QC plan development and SWPPP development
- Tony Mueller – Scheduler – CPM schedule development and refinement
- Reece Berger – Pre-Plan Mgr. – Civil and structural procurement
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement
- Electrician – Electrical sequencing and schedule input

Task 2 Critical Components:

- Finalization of the CPM Schedule
- Procurement of major process equipment
- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

PRIMARY CLARIFIER AREA

TASK 1: EARTHWORK & UNDERGROUND UTILITIES
TIMELINE: DAY 90 THROUGH DAY 135 / FEBRUARY 2020 THROUGH APRIL 2020

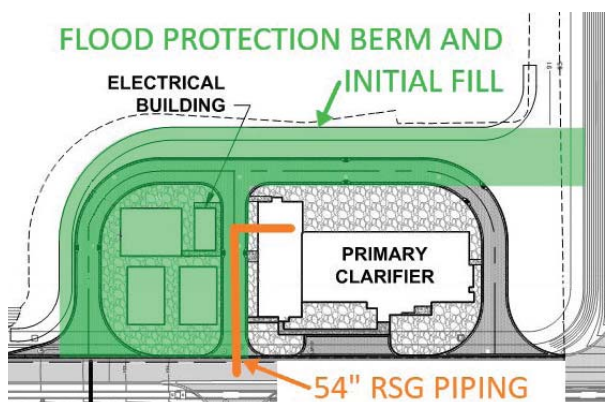
Sub-task 1: Flood Protection

The new Primary Clarifiers will be located within the limits of Effluent Storage Basin No. 3 and, as such, will be subject to potential flooding. There are two sources of flooding to consider: excessive runoff created by inclement weather and operational use of the Basin for emergency purposes. Lyles will provide protection against both by utilizing the existing soils currently stockpiled at the south end of the Basin to build a protective earthen berm around the Clarifier excavation. This berm will be raised to a safe elevation and constructed in compliance with the Structural Earthwork Specifications as it will eventually be incorporated into the new roadway that encircles the Clarifiers.

Sub-task 2: Deep Piping, Earthwork and Subgrade Preparation

First, the deep portion of the new 54" RSG piping will be installed. Earthwork efforts can then begin in earnest once the flood protection berm is complete. Any material generated by the Primary Clarifier structural excavation efforts will be added to the berm to create additional freeboard. It is expected that material will also be generated by the ERP, which can be incorporated at this time as well. Once the excavation and subgrade prep are complete, construction of the Primary Clarifiers can begin.

After the Clarifier subgrade is prepared, additional fill material will be imported to raise the grade on the north side of the Clarifiers to the elevation needed to support construction of the Electrical Building.



Task 1 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Jon Shugarte – Asst. PM – Underground pipe preplanning and QC plan implementation

Task 1 Critical Components:

- Establishment of a safe work area with **appropriate flood protection.**
- Continued preplanning for underground piping and electrical installation

TASK 2: PRIMARY CLARIFIERS

TIMELINE: DAY 135 THROUGH DAY 625 / APRIL 2020 THROUGH AUGUST 2021

Sub-task 1: Concrete Work

Concrete construction will commence as soon as preparation of the subgrade is complete. The sump pit located in the northeast corner of the structure is lowest in elevation and will be constructed first. Next, the mat slab foundation beneath the Equipment Gallery will be constructed, followed by the main slab beneath the Clarifier Basins. Several of the slab sections are greater than 36" in thickness and will require special consideration to manage the heat of hydration generated by the concrete. Cooling of the aggregates and/or adding ice to the concrete mix are effective methods for controlling concrete temperatures under similar conditions.

Construction of the concrete walls will begin once the foundation work is complete, followed by the concrete deck. Special attention will be given to the installation of the HDPE Protective Lining within the water bearing portions of the structure to ensure that its integrity is maintained. In addition, the falsework for the deck will be designed by a professional engineer and erected by a specialty subcontractor due to its height. Watertesting of the basins will be performed after the concrete decks reach design strength and the falsework is removed.

The concrete work for the Primary Clarifiers is expected to take 8 months to complete.

Sub-task 2: Mechanical Work

Mechanical work inside the Equipment Gallery will follow immediately after removal of the deck falsework in that area. Major equipment items to be installed in the Gallery include: Eight (8) Primary Sludge Pumps, Two (2) Influent Channel Mixing Pumps, Two (2) Gallery Sump Pumps, and a Travelling Bridge Crane.

Work inside the Clarifier Basins is contingent upon successful completion of the water test. The Chain and Flight Mechanisms, Scum Skimmers, Launderers, and Aluminum Covers will all be installed once the water is removed and the Basins are safe to access.

Sub-task 3: Electrical Work

The first portion of electrical work to be completed at the Primary Clarifiers will be the installation of the lighting fixtures in the Equipment Gallery. These fixtures are located directly above all of the mechanical equipment and would be difficult to install at any other point in time. Installing them first will provide the safest working conditions for San Joaquin Electric. An added benefit is that the light fixtures require 120 volt power which can be provided during working hours using a temporary generator. Providing well lit working conditions with the Gallery will increase safety and productivity within the area.

The balance of the electrical work will be carefully coordinated with the mechanical work to ensure that the routing of conduits is optimized and that conflicts with piping and equipment are avoided.

Sub-task 4: Startup and Commissioning

Startup and commissioning activities are currently scheduled to begin in August of 2021 and continue through September.

Prior to this timeframe, Lyles will verify that all of the applicable Operations and Maintenance Manuals have been furnished, reviewed, and approved. Training sessions will also be scheduled and held to provide Plant Staff with proper instruction to ensure they are ready to utilize the new equipment and systems for their intended purpose.

During this timeframe, all of the Primary Clarifier Area equipment will be commissioned including the Primary Clarifiers, the Sludge and Scum Pumping Equipment, the Biofilters, and the Electrical and Instrumentation components. Each system will be systematically tested to verify proper installation, confirm functionality, and certify readiness for operation. Once testing is successfully completed, full-time operation of the equipment will be coordinated with operation of the Digester Area equipment to provide a complete and operable system.

Task 2 Key Participants:

- John Lunsford – PM – Structural concrete planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Rebar Sub – Reinforcing steel installation

Task 2 Critical Components:

- Management of concrete temperatures during the placement of mass concrete
- Proper installation of the HDPE protective liner

TASK 3: BIOFILTERS

TIMELINE: DAY 215 THROUGH DAY 410 / JULY 2020 THROUGH JANUARY 2021

Sub-task 1: System Installation

Construction of the Biofilters near the Primary Clarifier Electrical Building will be carefully coordinated to avoid congestion in the area. Specifically, excavation of the Biofilters will not begin until the masonry walls at the Building are complete and all scaffolding has been removed. Once underway, the Biofilters and their associated equipment, piping, and ducting will take approximately 5 months to complete.

Task 3 Key Participants:

- John Lunsford – PM – Overall planning and coordination
- Jon Shugarte – Asst. PM – Preplanning of FRP ductwork installation

Task 3 Critical Components:

- Coordination of trades to avoid congestion
- QC plan implementation during ductwork installation

TASK 4: ELECTRICAL BUILDING

TIMELINE: DAY 135 THROUGH DAY 440 / APRIL 2020 THROUGH FEBRUARY 2021

Sub-task 1: Underslab Utilities

The initial fill and subgrade preparation work for the Primary Clarifier Electrical Building will be complete in early spring 2021. Installation of the underslab electrical utilities will begin immediately thereafter and will take approximately 2 weeks to complete. Careful attention will be paid during the submittal process to ensure that the shop drawings for the Motor Control Centers and PLC Panels within the Building are coordinated with the structural slab design and that all of the conduit penetrations are accurately located.

Sub-task 2: Building Construction

Once the underground activities are complete, work on the Building proper will begin. The structural slab will be placed first, followed by the perimeter masonry walls, the concrete beams and roof deck, and the masonry parapet walls. Next, installation of the insulation and the single-ply membrane roofing membrane will occur, followed by the parapet cap, flashing and downspouts, and HVAC systems.

Start to finish, the Primary Clarifier Electrical Building will take approximately 6 months to complete as designed. Included in Section 3 is a discussion on the use of structural steel elements instead of concrete for the roof deck at this Building. If accepted by the City, it is estimated that the steel alternative will reduce the construction schedule at this building by 5 weeks.

Sub-task 3: Electrical System Installation

After completion of the interior finishes at the Electrical Building, installation of the Motor Control Centers, PLC Panels, and other auxiliary electrical equipment will occur.

Task 4 Key Participants:

- John Lunsford – PM – Structural concrete planning and coordination
- Masonry Sub – CMU wall construction
- Electrician – Conduit penetration coordination and electrical system installation
- Integrator – Supply of Motor Control Centers, PLC Panels, and instrumentation

Task 4 Critical Components:

- Concrete deck construction
- Electrical system testing

TASK 5: SITE FINISHES

TIMELINE: DAY 480 THROUGH DAY 540 / APRIL 2021 THROUGH JUNE 2021

Sub-task 1: Site Concrete & Paving

Finish grading and site concrete construction around the Primary Clarifiers is scheduled to begin in the spring of 2021, immediately following completion of the underground electrical work in the area. This timeframe is also ideal from a weather standpoint. Paving of the new roadway will occur in late May providing ideal conditions for producing a high quality finished product.

Sub-task 2: Finish Work

Finish work in the Primary Clarifier Area will begin concurrently with the site concrete and paving efforts. The first order of business will be to fine grade the new

slopes adjacent to the roadway along with the remodeled slopes located at the south end of Effluent Storage Basin No. 3. The geogrid slope protection system will then get installed and backfilled with soil. Hydromulching will then be applied to all of the finished slopes and, once paving is complete in the area, the gravel ground cover will be imported and installed.

Task 5 Key Participants:

- John Lunsford – PM – Site civil planning and coordination
- Paving Sub – Asphalt paving installation

Task 5 Critical Components:

- Completion of asphalt paving while daytime temperatures are warm
- Completion of slope protection prior to rainy season

History of Successful Partnering

The City of Roseville can trust that our Team will be proactive. With decades of experience working together on similar WWTP expansion and upgrade projects, the winning combination of W. M. Lyles Co., Wade Johnson and TESCO will provide the City with a collaborative, respectful, and trustworthy Design-Assist partner. A few of the projects we have collaborated on include:



City of Galt, Wastewater Treatment Plant Tertiary Filtration, UV Disinfection & Biosolids Improvements

CONTRACT VALUE: \$11,828,000
% OF SELF-PERFORMANCE: 68 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction
4. Biosolids Dewatering /Transfer Facilities



City of Davis, Wastewater Treatment Plant Secondary Treatment and Tertiary Improvements

CONTRACT VALUE: \$72,202,131
% OF SELF-PERFORMANCE: 67 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction



Hi-Desert Water District, Wastewater Reclamation Facility
CONTRACT VALUE: \$30,003,509

% OF SELF-PERFORMANCE: 70 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds



Water, Wastewater and Reuse Program, Tesoro Viejo Master Mutual Water Company
CONTRACT VALUE: \$38,000,000

% OF SELF-PERFORMANCE: 69 %
PROJECT RELEVANCE:

1. Complex WWTP with extensive value engineering
2. Expansion

DIGESTER AREA

TASK 1: EARTHWORK & UNDERGROUND UTILITIES **TIMELINE: DAY 90 THROUGH DAY 135 / FEBRUARY 2020 THROUGH APRIL 2020**

Sub-task 1: Earthwork and Subgrade Preparation

The area where the new Digesters will be located has been used as a contractor staging and storage area in the past and will need to be cleared prior to construction. Any remaining materials will be relocated to a City designated location and the topsoil will be stripped and stockpiled. Next, the entire area will be rough graded and the subgrade will be prepped.

Sub-task 2: Buried Utilities

The twin 30" MS pipes located underneath each of the Digesters will be the first buried utilities to be installed in this Area. The portions of these same pipes that extend under the Digester Building will be next, followed by the remainder of the small diameter utility and plumbing pipelines that are located beneath the Digester Building slab.

The balance of the interconnecting buried utilities in the Digester Area will be installed sequentially once the structural work in the Area is complete. Pipelines will be installed in common trenches, where possible, for maximum efficiency. Based on the schedule, the bulk of this work will be performed during the late fall and winter, which presents the possibility of complications due to inclement weather. To mitigate this, Lyles will minimize the length and number of trenches that will be opened up at any one time.

Sub-task 3: Precast Utility Trench

Installation of the section of Precast Utility Trench that runs north-south will be performed in the spring of 2021 to support compliance with Milestone B. This section of Trench carries the PW, UW, and SS piping systems which must be completed within 390 calendar days.

Installation of the east-west section of Trench will be strategically postponed until after the Digesters and the Digester Building are structurally complete. This will ensure that the Prestressed Concrete Tank Subcontractor has adequate space to fabricate formwork, tie rebar curtains, and work safely and efficiently.

Task 1 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Jon Shugarte – Asst. PM – Underground pipe and preplanning and QC plan implementation

Task 1 Critical Components:

- Site clearing and preparation
- Installation of underslab piping and utilities

TASK 2: DIGESTERS **TIMELINE: DAY 120 THROUGH DAY 730 / FEBRUARY 2020 THROUGH NOVEMBER 2021**

Sub-task 1: Concrete Work

Installation of a 12" thick section of aggregate base material will be installed at each Digester as soon as the 30" MS piping installation is complete. Next, construction of the concrete work at each of the Digesters will begin. The work will be performed sequentially, beginning with the mat slab foundation for Digester 2 and then moving over to Digester 1. Performing the work from east to west will maximize access on and around the west roadway by keeping the formwork fabrication operation further away from traffic.

Once the slab at Digester 2 is complete, construction of the walls will commence. First, the concrete core wall be formed and cast in place. This operation will be followed by the installation of prestressing tendons which will be performed by the tank designer and prestressor, DN Tank. The next step will be to apply shotcrete to the outer face of the tank which will cover, protect, and lock in the prestressing tendons. This is a highly automated process ensuring the highest quality is maintained throughout the operation.

The next step in the sequence will be to move the concrete wall formwork over to Digester 1 and then repeat the operation. With the formwork removed, the concrete dome work at Digester 2 can begin. This effort involves the erection of falsework within the interior of the tank to support the dome concrete and rebar during placement and until design strength is achieved. Similar to the wall formwork, this falsework will be deconstructed and re-erected at Digester 1 as soon as the first dome is capable of supporting itself. Once both domes are finished, the

structural concrete work at the new Digesters will be complete and ready to receive coatings.

Sub-task 2: Mechanical Work

Mechanical work inside the Digesters will begin as soon as the coatings have cured and the interiors are cleaned and cleared. This work will include the installation of two 20" diameter nozzles, a 30" diameter suction pipe, and several smaller diameter sample tubes in each Digester. Most of these items are elevated and will require scaffolding for access. Safety will take top priority during the execution of these efforts as the Digesters will now be considered confined spaces. Hoisting operations inside of the tanks will also present a unique safety hazard that will need to be addressed. Job Safety Analyses will be performed prior to each operation to ensure that all hazards are identified, discussed, and mitigated.

Installation of the permanent perimeter guardrail will take top priority on the exterior of the tanks. Next in line will be the installation of the gas piping and appurtenances on the domes, followed by the sludge piping and supports located around the circumference of each tank.

Sub-task 3: Electrical Work

Electrical work on, and in, the Digesters is limited and will be performed concurrently with the mechanical work. Miscellaneous instruments and lighting make up the bulk of the effort.

Sub-task 4: Startup & Commissioning

Startup and commissioning activities are currently scheduled to occur in September and October of 2021.

Similar to the Primary Clarifier Area, Lyles will verify that all of the applicable Operations and Maintenance Manuals have been furnished, reviewed, and approved prior to this timeframe. Training sessions will be scheduled and held to provide Plant Staff with proper instruction to ensure they are ready to utilize the new equipment and systems for their intended purpose.

During this timeframe, all of the Digester Area equipment will be commissioned including, but not limited to, the Digesters; the Sludge Pumping, Mixing, and Heating Equipment; the Sludge Thickening Equipment, and the Electrical and Instrumentation components. Each system

will be systematically tested to verify proper installation, confirm functionality, and certify readiness for operation. Once testing is successfully completed, full-time operation of the equipment will be coordinated with operation of the Digester Area equipment to provide a complete and operable system.

Bringing the Digester Area Systems online will require required careful coordination between Lyles, San Joaquin Electric, Tesco, Plant Staff, and Kennedy Jenks. The biological process that occurs within the Digesters will take time to establish and stabilize itself. During this period, active monitoring and participation will be required from all parties. Lyles and its team have performed this operation numerous times and will be prepared to take all action necessary to ensure successful startup of the facilities.

Task 2 Key Participants:

- John Lunsford – PM – Structural concrete planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Prestressed Tank Sub – Concrete tank construction

Task 2 Critical Components:

- Coordination of trades to avoid congestion
- Installation of embeds for prestressing tendons and pipe penetrations
- Performance of prestressing activities

TASK 3: DIGESTER BUILDING TIMELINE: DAY 135 THROUGH DAY 560 / APRIL 2020 THROUGH JUNE 2021

Sub-task 1: Building Construction

The foundation of the Digester Building consists of a perimeter thickened footing, individual column footings, and a main floor slab. Coordination points of note include the drilled concrete piers for the pipe supports, the trench drains, the piping penetrations, and the conduit entrances in the electrical room.

The concrete columns and pilasters will follow the foundation work. These elements will serve to bolster the masonry walls and carry the loads of the concrete roof and the travelling bridge crane. Formsavers (threaded

rebar couplers) will be utilized at each interface between the concrete pilasters and the masonry walls to allow the horizontal masonry reinforcement to wrap continuously around the Building. Care will be taken to ensure that the formsavers are laid out correctly to align with the appropriate courses of masonry block.

Masonry work will begin once the columns and pilasters are complete. The walls will be raised to the bottom of the perimeter concrete beam and then stopped to permit construction of the beams and roof. Professionally engineered falsework will be required due to the height of the roof. Once the concrete roof has been cast-in-place, the masonry parapet walls will be constructed, substantially completing the structural work at the Building. Additional work to complete the Building will include roofing, non-structural framing of the electrical room and rest room, coatings, and doors and hardware.

Sub-task 2: Mechanical Systems Installation

Mechanical work inside the Digester Building will be next. Major equipment items to be installed include: three (3) Digested Sludge Transfer Pumps, three (3) Digester Mixing Pumps, three (3) Digester Recirculation Pumps, two (2) Sludge Grinders, two (2) Boilers, two (2) Heat Exchangers, two (2) Hot Water Pumps, and a Travelling Bridge Crane.

Installation of these items will be challenging due to the limited space available within the Building. The work will be carefully staged to avoid congestion and will require that the piping installation be staggered with the equipment installation, beginning at the furthest point from the rollup door and working out of the Building. Consideration will also have to be given to the electrical conduit routing and the lighting to ensure that conflicts are avoided.

Sub-task 3: Electrical Systems Installation

The installation of lighting, instrumentation, and local control panels will be coordinated with the mechanical system installation as mentioned above. Installation of the Motor Control Centers, PLC Panels, and panelboards in the electrical room, however, can be installed without interruption.

Task 3 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Pat Van Treeck – Pre-plan Eng. – Mechanical procurement and support
- Masonry Sub – CMU wall construction
- Electrician – Conduit penetration coordination and electrical system installation
- Integrator – Supply of Motor Control Centers, PLC Panels, and instrumentation

Task 3 Critical Components:

- Concrete deck construction
- Coordination of mechanical system installation
- Electrical system testing
- Coordination of trades to avoid congestion

TASK 4: THICKENER BUILDING **TIMELINE: DAY 135 THROUGH DAY 530 / APRIL 2020 THROUGH MAY 2022**

Sub-task 1: Building Construction

The Thickener Building and Digester Building have much in common from a concrete construction standpoint. Like the Digester Building, the foundation of the Thickener Building consists of a perimeter thickened footing, individual column footings, and a main floor slab. Unlike the Digester Building, however, the Thickener Building also has a recessed drainage area beneath the Polymer Room, a recessed pipe trench in the Thickener Room, and a deep drainage sump. These elements will be closely coordinated with the approved shop drawings produced by the selected equipment manufacturers to ensure that any conflicts are identified and addressed prior to beginning construction of the Building.

With respect to the concrete pilasters and columns, the masonry walls, and the concrete deck, the work at the Thickener Building is nearly identical to the Digester Building and will require the same considerations to construct.

Sub-task 2: Mechanical Systems Installation

Mechanical work within the Thickener Building is similarly complicated as well. Major equipment items to be installed include: three (3) Rotary Drum Thickeners with Flocculation Tanks, three (3) Thickened Sludge Pumps, three (3) Polymer Blending Units, two (2) Sump Pumps, and a Travelling Bridge Crane. The Thickener Room houses the Thickeners, the Flocculation Tanks, and the Thickened Sludge Pumps. The final layout and disposition of these pieces will be dependent on the physical dimensions of the selected manufacturer's equipment. In all cases, however, the equipment will need to be well coordinated with the piping layout, conduit layout, and the dimensional layout of the access platform that surrounds the equipment.

The current design approach includes a steel platform for accessing and maintaining the Thickener Equipment. The benefit of this approach is that it provides safe access to the elevated portions of the equipment. The challenge with this approach, however, is that it congests the work area and reduces access to the pumping and piping elements located beneath the Thickener that also require maintenance on a regular basis. Lyles has experience with installing numerous Rotary Drum Thickeners on larger equipment pads that are similar in area to the platform but are lower in elevation. By bringing the equipment down and the working floor up, a balance is created that accommodates the needs of the equipment while providing improved access to both the upper and the lower portions of the equipment. We look forward to exploring this option, and others, with the City and Kennedy Jenks during the Design-Assist period.

Sub-task 3: Electrical Systems Installation

Again, similar to the Digester Building, installation of the lighting, Instrumentation, and local control panels will be coordinated with the mechanical system installation to ensure adequate access and to avoid conflicts. Installation of the Motor Control Centers, PLC Panels, and panelboards are also located in a separate electrical room and can be installed without interruption.

Task 4 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Pat Van Treeck – Pre-plan Eng. – Mechanical procurement and support
- Masonry Sub – CMU wall construction
- Electrician – Conduit penetration coordination and electrical system installation
- Integrator – Supply of Motor Control Centers, PLC Panels, and instrumentation

Task 4 Critical Components:

- Concrete deck construction
- Coordination of mechanical system installation
- Electrical system testing

TASK 5: WAS HOLDING TANK MODIFICATIONS
TIMELINE: DAY 730 THROUGH DAY 910 / DECEMBER 2021 THROUGH MAY 2022

Sub-task 1: Demolition and Cleaning

The modifications to the existing WAS Holding Tanks are the last major scope of work on the critical path of this Project. Per the Specifications, Plant Staff will reduce the level of material in the tanks to approximately 3 feet above the bottom of the sidewall. When this effort is complete, Lyles will work with its Tank Cleaning Subcontractor to confirm that the actual level is beneath the design invert of the new manway that is to be installed. Once confirmed, Lyles will cut the new opening in the tank which will provide safer access for cleaning. Next, the Tank Cleaning Subcontractor will remove, dewater, and dispose of any remaining solids in the tank. The Final step will be to demolish the WAS piping identified for removal, the foul air piping on top of Tank No. 1, and the existing Sludge Mixing Pump bases.

Sub-task 2: Structural Modifications

The structural modifications required at the WAS Holding Tanks are not extensive, but the manways present several complications. The first complication lies in the openings themselves. The proposed manways are square which will result in overcuts at each of the corners. These overcuts

will be repaired as part of the modification process, but they are not ideal. The second complication is in the reinforcing steel. Each opening requires nearly 450 individual dowels to be drilled and epoxied 12" deep into the wall. The process of installing these will be time consuming and expensive. Additionally, the horizontal reinforcing steel is specified as Grade 75 Threaded Rod which is to be rolled to match the radius of the tank. This type of rod is uncommon and presents unique challenges that must be coordinated with the manufacturer to ensure that the strength of the bar is not compromised when it is rolled. The final complication is in the application of the shotcrete surfacing. Shotcrete is spray applied and has a tendency to rebound off of solid surfaces, especially vertical surfaces like the tank wall, creating significant waste. Special efforts will have to be made to ensure proper coverage is achieved over the entirety of the modified area.

Lyles has performed similar work on numerous projects and is confident in its ability to perform the modifications as designed. Lyles has also modified tanks using several different methods and looks forward to discussing possible alternatives with the City. Please see Section 3 – Cost Reduction Opportunities for further discussion.

Sub-task 3: Mechanical Modifications

The mechanical modifications at the WAS Holding Tanks include remodeling and reorientation of the existing Sludge Mixing Pumps, abandonment and reconfiguration of numerous pipelines, and the addition of a metering vault. This work is typical and uncomplicated. Once complete, the WAS Holding Tanks will be ready to serve in their revised capacity as Centrate and Digested Sludge Holding Tanks.

Task 5 Key Participants:

- John Lunsford – PM – Structural repair planning and coordination
- Jon Shugarte – Asst. PM – QC plan development and implementation
- Tank Cleaning Sub – Removal, dewatering, and disposal of solids

Task 5 Critical Components:

- Safety and environmental protection during cleaning operations
- Cutting of concrete tank walls
- Quality control during execution of tank reinforcing

TASK 6: SITE FINISHES

TIMELINE: DAY 640 THROUGH DAY 700 / SEPTEMBER 2021 THROUGH NOVEMBER 2022

Sub-task 1: Site Concrete & Paving

The site concrete and paving efforts in the Digester Area will be performed once all of the structural and mechanical elements at both of the Digesters and the Digester Building are complete. This work will include completion of the curb, gutter, and asphalt roadway surrounding the Digesters and connection to the roadway that was completed earlier in the project (Milestone D).

Sub-task 2: Finish Work

Finish work in the Digester Area will begin immediately following the site concrete and paving efforts. Final site grading and cleanup, and the installation of gravel ground cover make up the bulk of the finish work in this area.

Task 6 Key Participants:

- John Lunsford – PM – Site civil planning and coordination
- Paving Sub – Asphalt paving installation

Task 6 Critical Components:

- Completion of asphalt paving while daytime temperatures are warm

TURNING A CHALLENGE INTO AN OPPORTUNITY

THE CHALLENGE:

Lyles has developed a full CPM Schedule for both the Expansion and ERP Projects. These actions have allowed us to identify all of the critical coordination points between the two Projects and to develop the following unique observations:

- The longest path through the Expansion Project is through construction of the new Digesters and their supporting systems. The Expansion Project Contractor has no inherent motivation to expedite this work, because 1) the time allowed for this work is sufficient, 2) there is no incentive to do so.
- The longest path through the ERP Project is through the installation of the BUS and Cogeneration System equipment in preparation for the receipt of biogas. The minimum amount of time required to complete this work is significantly less than the 700 days allowed. However, the ERP Contractor has no inherent motivation to expedite the work due to the unavailability of biogas.
- Given the opportunity, the ERP Contractor would expedite the early delivery of biogas in order to maximize the amount of time available for commissioning. Unfortunately, there is no mechanism for accomplishing this. Both Contractors will naturally consume the allotted time, resulting in the longest possible overall schedule with the fewest number of days allowed for commissioning and performance

testing. This will (unnecessarily) increase the ERP Contractors' performance risk.

- If the delivery of biogas is delayed, the ERP will need to be extended. Extending the ERP will increase the risk to the ERP Contractor and the City, and extend job overhead and supervision costs.

In summary: 1) the ERP Contractor has no ability to beneficially expedite the delivery of biogas, 2) the Expansion Project Contractor has no inherent motivation to provide it early, and 3) the City will take on additional risk if it attempts to either expedite the Expansion Project or extend the ERP.

THE OPPORTUNITY:

Lyles has developed numerous lessons-learned through the delivery of over 100 Alternative Delivery projects. One of the most important lessons is related to the allocation of risk. Ideally, project risks are always assigned to the party in the best position to mitigate them. This is not the case in the challenge identified above unless the City capitalizes on an opportunity to have both projects delivered by a single Contractor, which Lyles can provide. Should the City elect to award both the ERP and the Expansion Project to Lyles, all of the identified challenges will be resolved before they have an opportunity to create problems. Lyles will have both the motivation and the control necessary to optimize the schedule for both Projects, thereby reducing risk and delivering the best possible value to the City of Roseville.

ADDITIONAL OPPORTUNITY:

Coordination is a major part of every construction project. Managing the flow of work is key to achieving project performance goals, but can be quite challenging when there are numerous parties involved. Earning participant buy-in and commitment to the Project is a process that takes significant time and energy. One of the ways that Lyles can bring added value to both the Expansion and ERP Projects is through its ability to simplify this process. Lyles has strategically selected the same subcontractors and suppliers for specific scopes of work on both projects based on their competitiveness and their capacity for performance. These scopes include: electrical, instrumentation, reinforcing steel, read-mix concrete supply, painting and coating, and asphalt paving, among others. By teaming with Lyles, the City can expect to experience a level of consistency and performance across both Projects that cannot be matched by the competition.



SECTION 3

PROJECT COST REDUCTION OPPORTUNITIES

PROJECT COST REDUCTION OPPORTUNITIES

After thorough review of the EP scope of work, we have identified key items we believe will enhance the existing plan for the new facilities and provide cost savings opportunities during construction. Below is a sample of our proposed project cost reduction opportunities.

Opportunity No. 1: WAS Holding Tank Modification Alternatives

The current design for the new manways at the existing WAS Holding Tanks creates several constructability challenges (See Section 2, Digester Area – Task 2 for further discussion). These challenges include overcutting of the wall penetration, installation of the reinforcing steel, and application of the shotcrete finish. The following are alternative approaches that can provide equivalent functionality at a reduced cost without sacrificing quality:



Alternative Approach: Utilize a round manway (of equal area) in lieu of a square design.

Cost Reduction Ingredients: A round wall penetration can be performed with a coredrill rather than a wall saw. Coredrills are not only faster than wall saws, they produce cleaner, more precise openings with no overcuts resulting in a lower total installed cost.

Alternative Approach: Utilize a fiber reinforced structural repair system in lieu of a traditional steel reinforced concrete system.

Cost Reduction Ingredients: Fiber reinforced systems can be specifically designed for any application and typically require substantially less labor to implement. Savings can be as high as 25% compared to traditional structural reinforcing methods.



Additional Benefits:

- Faster implementation
- Potential to avoid modifications to the tank stairs
- Potential to limit the overall size of the repair resulting in reduced visual impact

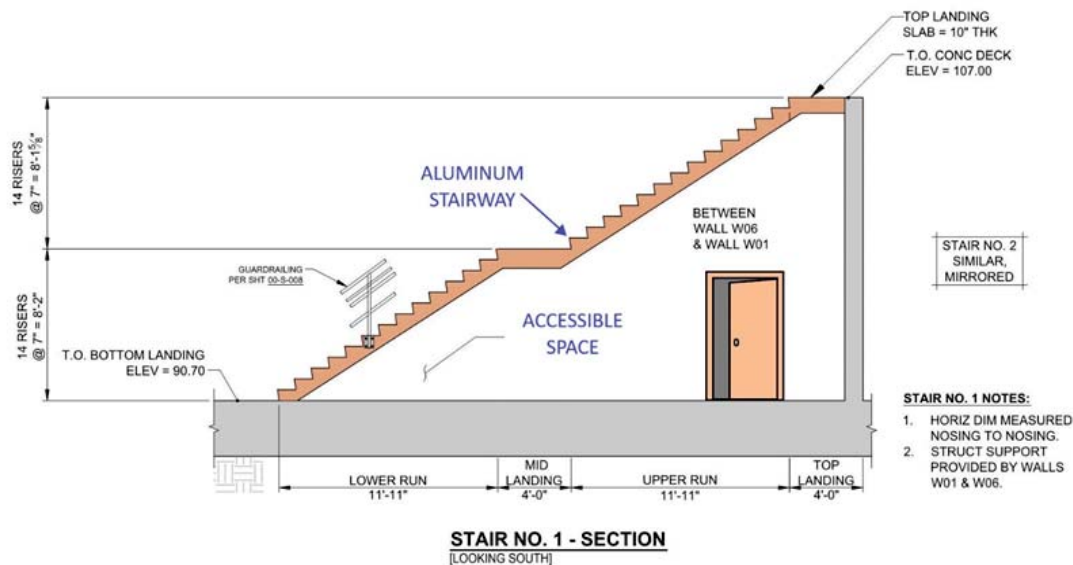


Opportunity No. 2: Primary Clarifier Stairway Alternatives

The current design for the Primary Clarifiers utilizes concrete construction for each of the stairways. Concrete stairway construction is time consuming, costly, and challenging to perform. Additionally, the northern stairways at the Primary Clarifiers must be constructed between two parallel walls which creates the following unique conditions:

- Threaded inserts must be installed in the walls on both sides of the stairwell for future connection to the stairwell reinforcing steel. Any misalignment in these inserts could result in uneven stairs.
- Falsework must be attached to the walls beneath the stairs to support the concrete and rebar during placement. Based on the design, this falsework cannot be stripped and will remain in the void beneath the stairs for the life of the structure. While not necessarily uncommon, this is not ideal.
- The space beneath the stairs is completely unusable and is effectively “lost”.

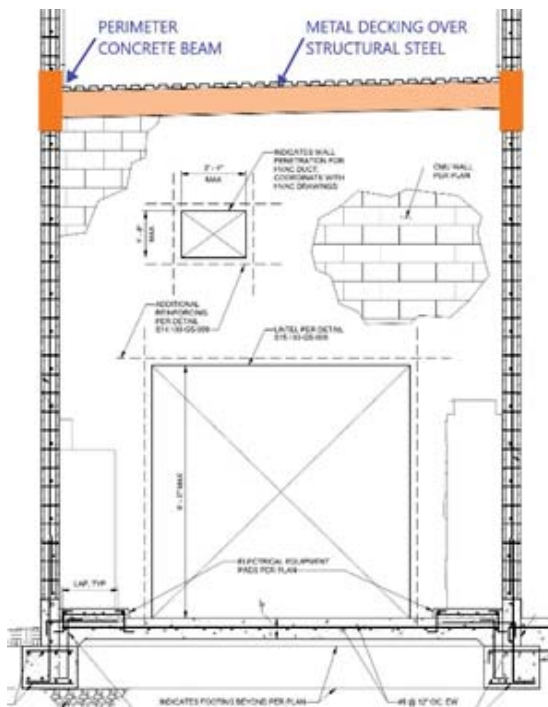
Alternative Approach: Utilizing aluminum construction for the stairways will reduce the complexity of installation by allowing the stairs to be constructed to fit the finished space between the parallel walls. Additionally, a door can be added to provide access underneath the stairs for easy cleaning and maintenance.



Cost Reduction Ingredients: Although more expensive from a material cost standpoint, aluminum stairs require a fraction of the labor to install resulting in a lower total installed cost than concrete construction.

Additional Benefits: Aluminum stairs provide superior traction compared to concrete resulting in safer access and egress under wet weather conditions.

Note: In total, there are 6 sets of stairs at the Primary Clarifiers. The opportunities and benefits described above are applicable at all locations.



Opportunity No. 3: Building Roof Deck Construction Alternative

The current structural design for the Primary Clarifier Electrical Building, the Digester Building, and the Thickener Building utilizes concrete for the roof deck construction. Elevated concrete roofs are time consuming and expensive to construct.

Alternative Approach:

Utilize steel construction for the structural roof and deck members at the Buildings (similar to the ERP design). Aesthetics can be maintained through a number of methods including incorporating a continuous concrete perimeter beam similar to the current design.

Cost Reduction Ingredients:

- Steel is less expensive than equivalent concrete construction due the massive reduction in labor required
- Falsework is not required for steel construction
- Reduced time to construct

Opportunity No. 4: Combine the Expansion and Energy Recovery Projects

The Expansion Project and the Energy Recovery Project will be constructed concurrently. We suggest the City consider the intrinsic value of having a single point of responsibility for both projects.

Cost Reduction Ingredients:

- Reduced job overhead costs through the avoidance of duplicate field offices, temporary utilities, etc.
- Reduced coordination effort for the Engineer, Construction Manager, and Plant Operations staff

Additional Benefits:

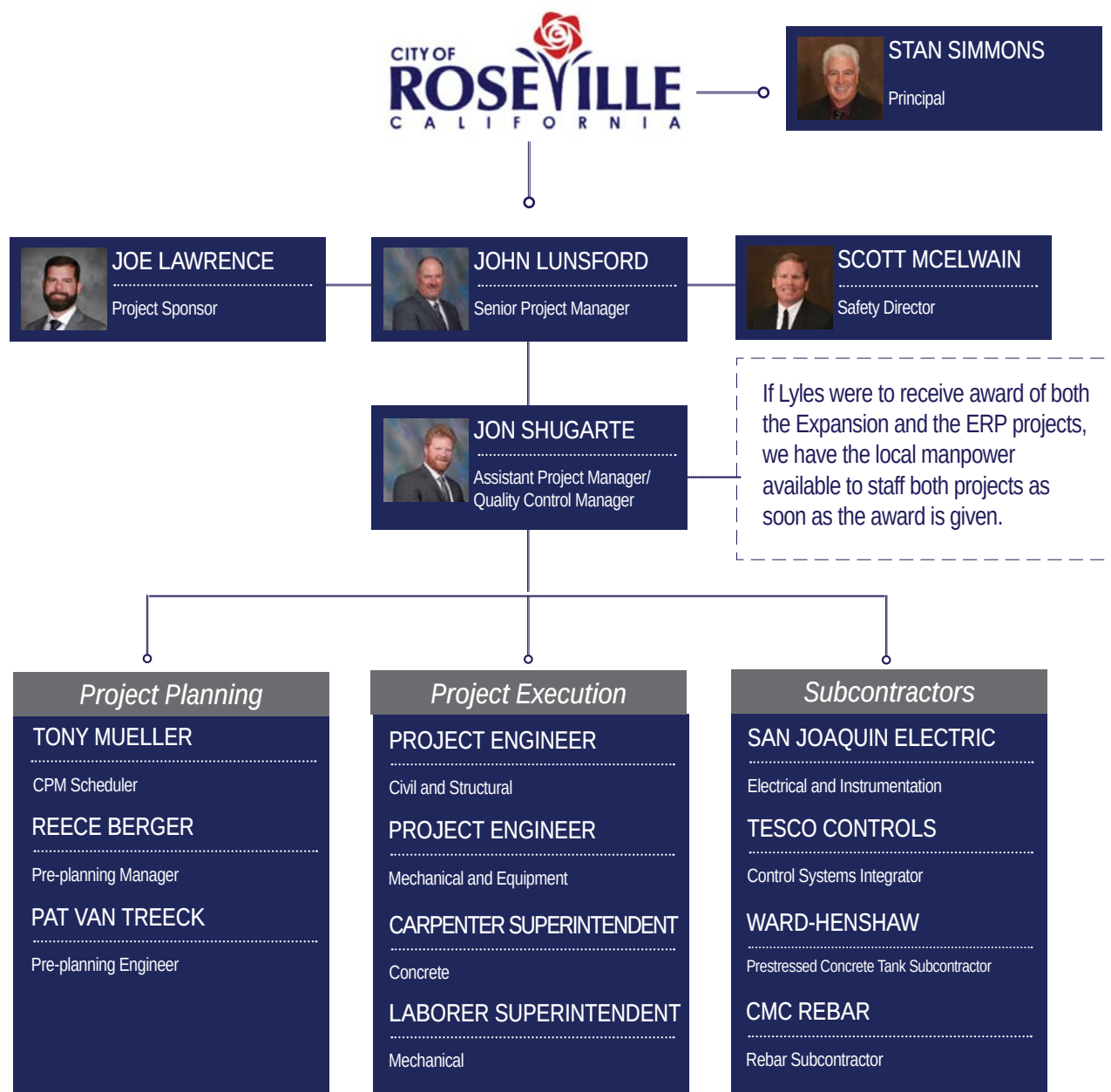
- Improved coordination between projects
- Reduced risk of delay and/or conflict between multiple contractors
- Opportunity to mitigate start-up and commissioning risks associated with both projects



SECTION 4

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE



The organizational structure will effectively:

- Support the Expansion during both phases with individuals having expertise in the complex planning and execution of construction work.
- Provide executive commitment to communication with the City to ensure all needed resources are provided to the team from Lyles' staff, craft and technical support divisions.



INCLUDED IN THE SIX (6) QUALIFYING PROJECTS IDENTIFIED IN OUR SOQ



STAN SIMMONS - Principal

Mr. Simmons has been involved with Alternative Delivery projects since 1981, including an integral role from the initial conceptual development stage through final construction of more than \$1.5 Billion of Water and Wastewater Design-Build Projects, routinely serving as Pre-Construction Services Manager and Executive Sponsor for most of the 100 plus alternative delivery projects delivered at Lyles. This experience with similar projects will provide the City of Roseville with useful early cost and schedule certainty to ensure all information is

provided in a timely manner to effectively make value based decisions.

AVAILABILITY: ON DEMAND AND WILL ATTEND MONTHLY EXECUTIVE MEETINGS

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, DB, Executive Sponsor/Estimator, 2018, **\$71,558,825** ⓘ
- CR&R Anaerobic Digestion Facility, DB, 2017, Executive Sponsor/Chief Estimator, **\$33,000,000** ⓘ
- City of Fresno - SE Surface WTP, DBB, Executive Sponsor/Estimator, 2018, **\$162,089,360** ⓘ



JOE LAWRENCE - Project Sponsor

Joe has 17 years of industry experience in the construction of water and wastewater treatment facilities. During this time, he has overseen numerous Alternative Delivery construction projects with a total value in excess of \$200 million. During pre-construction, Joe will channel his previous sponsorship experience to ensure that the project goals are achieved, commit resources to the project, and monitor team performance with the City of Roseville. During construction, he will serve as the first line of off-site management working with John to coordinate project resources and will meet with the City of Roseville on

a scheduled basis to review status and performance. Joe will also lend his expertise to assist the team in identifying savings opportunities and avoiding constructability concerns.

AVAILABILITY: 25%

RELEVANT PROJECT EXPERIENCE

- City of Stockton Regional Wastewater Control Facilities Project, DB, Project Sponsor, In Progress +/- **\$190,000,000**
- City of Davis WWTP Secondary and Tertiary Improvements, DB, Construction Manager/Project Sponsor, 2018, **\$71,558,825** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Sponsor, 2012, **\$29,547,940** ⓘ



JOHN LUNSFORD - Senior Project Manager

John Lunsford has over 29 years of industry experience in the wastewater/water market. John's creative problem-solving capabilities combined with his extensive experience managing self-performed work will ensure that construction advances safely and efficiently. During pre-construction, John will serve as the primary point of contact with the City of Roseville, manage pre-construction services, lead the development of technical solutions and critical decisions. John will also track daily progress to ensure that both the cost report and the schedule have the most up-to-date information. During construction, John will serve

as the on-site, primary point of contact with the City and have overall responsibility for team performance including safety, quality, cost, and schedule.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, Sr. Project Manager, 2018, **\$71,558,825** ⓘ
- Central Contra Costa Sanitary District, Primary Treatment Renovations, Sr. Project Manager, 2001, **\$11,441,946** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, Sr. Project Manager, 2012, **\$29,547,940** ⓘ



JON SHUGARTE - Asst. PM / QC Manager

Jon is a safety-minded PM and Quality Control Manager with 14 years experience in the construction industry and extensive experience in wastewater treatment expansion projects. Working in existing plants has provided Jon the ability to collaborate with owners and project teams and plan work to minimize impacts to operations. During pre-construction, Jon will participate in design support task groups, constructability and value

engineering workshops, and work planning and packaging. During construction, Jon will maintain overall responsibility for project quality, of field-worker safety, subcontract coordination, and process equipment installation.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Engineer/QC Manager, 2012, **\$29,547,940** ⓘ
- Fairfield Suisun Sewer District Secondary Treatment Expansion, DBB, Project Manager, 2009 **\$21,182,911**



SCOTT MCELWAIN - Safety Director
Scott McElwain will serve as the Safety Manager for the PGWWTP ERP. He will be responsible for the planning and implementation of site safety during all field operations of the project. Scott or a Lyles Safety Technician will visit the PGWWTP site weekly and when any critical activities are planned to occur. He will work with our construction team to build safety into our means and methods while considering constructability requirements. Scott is the Lyles Corporate Safety Director and has been involved in construction safety

for almost 20 years, with ten of those years at Lyles. Under his leadership, the Lyles Construction Group has received numerous safety awards from various industry groups, and Scott will ensure that this project meets those award winning standards.

AVAILABILITY: 20%

INDUSTRY RECOGNITION

- Fresno Builders Exchange, 2006 Safety Leadership Award
- Cal OSHA Golden Gate Recognition, Calgren Pixley Ethanol Project, November 2007
- Cal OSHA Golden Gate Recognition, City of Tulare IWWTP Project, February 2009



TONY MUELLER - CPM Scheduler
Tony's involvement in the EP will be in identifying major decision points that have the largest potential to impact the overall project cost and schedule. Over his 16 years of construction experience, he has developed the schedule for nearly every project he has been involved with. Tony will work closely with the City of Roseville and the Project Team to ensure that critical path activities are well identified so that they receive the focus that they deserve. He will also be responsible for updating the schedule to reflect the actual work performed, preparing monthly reports and narratives for distribution, and assisting

with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

AVAILABILITY: 20%

RELEVANT PROJECT EXPERIENCE

- City of Fresno - South East Surface WTP, Senior Project Manager,/CPM Scheduler 2018, **\$162,089,360** 
- Moreno Valley RWRP Preliminary Treatment and Acid Phase Anerobic Digestion, CPM Scheduler, 2012, **\$30,925,375** 
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**



REECE BERGER - Pre-plan Manager (Civil & Structural)
Reece will be responsible for the development and execution of purchase agreement and subcontracts, and will collaborate with the City of Roseville to prioritize and procure critical submittals and work packages. Reece will collaborate with City Stakeholders, and project team members to support the most efficient review of submittals, work plans, RFI's, as-built drawings, startup, testing and commissioning plans.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- OCSD Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Project Manager, **\$137,944,211**
- Western Riverside County Regional WW Authority 14 MGD Plant Expansion, DBB, Project Manager, 2016, **\$57,822,148**
- Moreno Valley RWRP Preliminary Treatment and Acid Phase Anerobic Digestion, Estimator, 2012, **\$30,925,375** 



PAT VAN TREECK - Pre-plan Engineer (Mechanical & Equipment)
Pat will participate in constructability reviews; develop work plans, sequencing, and resources; and provide input for cost and schedule. As the Estimator on the WWTP Secondary and Tertiary Improvements Project for the City of Davis, Pat was responsible for preparing the GMP estimate for all piping and mechanical equipment based on a 60% design package. Pat's extensive knowledge and understanding of treatment plant processes and construction enabled a complete and accurate estimate from the 60% conceptual design. During

construction, Pat worked closely with the Design team and Client to value engineer the piping systems, which resulted in significant project cost savings. This knowledge and experience will assist the City of Roseville in delivering a high-quality project that is on schedule and within budget.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, Project Manager, 2018, **\$71,558,825** 
- OCSD Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Executive Sponsor/Estimator, **\$137,944,211**
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**



WADE JOHNSON - Principal
San Joaquin Electric

His 30 years of experience in the industry has given him many insights into the electrical construction field. His experience in managing complex installations is second-to-none and includes: water and wastewater treatment plants, industrial projects, commercial buildings, food processing plants, agricultural installations, automation, PLC control systems, SCADA systems, process instrumentation, pneumatics, petro-chemical facilities, refineries, industrial lighting systems, lighting controls, fiber optics, and security systems. On this project, Wade will take the lead in identifying electrical challenges and opportunities during the design-phase, and ensuring that Fred Lozo, his project manager, has the resources needed to meet the City of Roseville's expectations during the construction phase.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Roseville - Dry Creek WWTP Secondary Clarifier Rehabilitation Project – Sr. Project Manager
- City of Roseville - Pleasant Grove WWTP Ultra-Violet Disinfection Project, Design-Assist – Sr. Project Manager
- City of Roseville - Dry Creek WWTP Cooling Towers Project, Design-Build – Sr. Project Manager



JOSH OAKS - Project Manager
TESCO

With over 20 years of experience in automation systems, Mr. Oaks is an accomplished automation professional who possesses the skills, tact, and experience to lead a project to successful completion. His direct experience in system installation enables him to relate with field implementation teams on project needs, allowing him to efficiently navigate the needs of a project and its deliverables in the most proficient manner. He communicates and coordinates resources while managing contractual obligations and project schedules.

AVAILABILITY: 50%

RELEVANT PROJECT EXPERIENCE

- City of Roseville – SCADA System Replacement Project, Project Manager - experience with the City's automation, SCADA, and PLC standards.
- San Francisco Public Utilities Commission (SFPUC), WW-613 Southeast WPCP SEP 521/522 & Disinfection Upgrades - Project Manager
- San Jose -Santa Clara Regional Wastewater Authority Digesters and Thickener Facilities Upgrade Project - Project Manager

San Joaquin Electric

Wade Johnson has successfully completed three large Design-Assist projects for the city of Roseville along with many hard bid jobs. His extensive knowledge of the City's electrical and instrumentation specifications and standards make him a valuable asset to the EP. Wade has 15 years of experience coordinating with the City's I&C department and Roseville Electric with great success. Wade and his project management team are proactive in discovering potential problems long before they become significant issues and can provide timely and cost effective solutions that prevent schedule delays.

San Joaquin Electric (SJE) has been a leader in the commercial electric contracting market since 1980. They have specific expertise in PLC control systems, SCADA systems, process instrumentation, pneumatics, lighting controls, fiber optics, and security systems, all of which are applicable to the EP. Overall, SJE and its leadership set an example of dedication, diligence, and fine workmanship that makes them successful industry professionals.

Tesco Controls Inc.

TESCO has a longstanding relationship with the City of Roseville and has successfully completed numerous projects for the City since 2003. Over the last 15+ years, TESCO has provided the City with control system planning, design, equipment builds, and implementation; including the design, manufacture, assembly, and integration of Industrial Control Panels, Motor Control Centers, and switchgear. These services have been provided by TESCO for all of the City's treatment plants, including Barton Water Treatment Plant, Dry Creek Wastewater Treatment Plant, and Pleasant Grove Wastewater Treatment Plant.

Most recently, TESCO completed a multi-million-dollar design-assist project for the City that involved all of the City's treatment plants. TESCO worked collaboratively with Roseville Environmental Utilities Department (EUD) to bring this project to successful completion. Additionally, TESCO assisted the City in developing their automation standards, including hardware assets such as Motor Control Centers, pump controls, and automation systems. TESCO's history of working collaboratively with the City coupled with their intimate knowledge of the City's system integration requirements makes TESCO the ideal system integrator for this project.

**CMC REBAR** - Rebar Subcontractor

For over 60 years, CMC Rebar has fabricated, furnished, and installed rebar and accessories for all construction markets. They operate state-of-the-art fabrication facilities in over 90 locations throughout the U.S. With almost 2.5 million tons of fabricating

capacity, they have the national presence and capacity to serve all of our rebar needs with the same consistent level of customer service, no matter where the project is located.

CMC Rebar has provided reinforcing steel to many of America's largest landmark construction projects. At each of their facilities, CMC has the estimating, detailing and fabricating experience to manage any project, no matter what the size or schedule demands may be. For the Pleasant Grove Wastewater Treatment Plant Expansion Project, this means that Lyles will have a proven performance partner with the experience that is required in today's demanding construction environment.

**WARD-HENSHAW** - Prestressed Concrete Tank Subcontractor

Ward-Henshaw Construction was established in Oregon in 1977 and is currently licensed in Oregon, Washington, and California. They specialize in structural concrete work for commercial buildings and the construction of circumferentially strand-wrapped, prestressed concrete water-storage reservoirs for cities and municipalities in the Western United States. Ward-Henshaw is recognized as an industry leader in the areas of quality, safety, and innovation.

Award Winning Projects:

- APWA Oregon Project of the Year 2014 Environmental Project
- PNWS AWWA Best Large Water Works Project 2013 Project
- APWA Oregon Project of the Year Honorable Mention 2011 Project
- OCAPA 2008 Excellence in Concrete Project
- APWA Arizona Public Works Project of the Year 2004

Lyles is very excited to collaborate with such a qualified and experienced partner for the Pleasant Grove Wastewater Treatment Plant Expansion Project.

ATTACHMENT 1

PROPOSER'S CERTIFICATION OF PROJECT MANAGER EXPERIENCE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT To be submitted with Sealed Bid Proposal

The Proposer shall name below their chosen Project Manager who will be assigned to this Project and will be personally present on-site full-time during construction. This named Project Manager must have completed three (3) water and/or wastewater projects since January 1, 2009. One of the listed water and/or wastewater projects must have a contract amount greater than or equal to \$45 million. The Project Manager's demonstrated project experience must be on one or more of the following types of projects:

- a. Industrial and/or Municipal Water Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
- b. Industrial and/or Municipal Wastewater Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract.

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this prerequisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Name of Project Manager: John Lunsford

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 29 years

Number of Years as a Project Manager for your Company: 29 years

List three (3) completed water and/or wastewater treatment plant projects as defined above where the individual named above held the position of Project Manager. One of the projects must have a contract value greater than or equal to \$45 million.

Project #1 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Owner: City of Davis

Construction Cost: \$ 71,558,825

Construction Time: 1,493 calendar days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: City of Davis

Engineer or On-Site CM's Telephone No.: Diana Jensen (530) 757-5686

Date of Substantial Completion (must be on or before Jan. 1, 2009): September 28, 2018

Duration of Project (in months) 49

Project #2 Name: Primary Treatment Renovations
Owner: Central Contra Costa Sanitary District
Construction Cost: \$ 11,441,946
Construction Time: 1,229 calendar days
Owner's Representative: Craig Mizutani
Owner's Representative Telephone No.: (925) 229-7361
Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District
Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7126
Date of Substantial Completion (must be on or before Jan. 1, 2009): January 22, 2016
Duration of Project (in months) 41

Project #3 Name: Linda County Wastewater Treatment Plant Upgrade
Owner: Linda County Water District
Construction Cost: \$ 29,547,940
Construction Time: 335 calendar days
Owner's Representative: Brian Davis
Owner's Representative Telephone No.: (530) 743-2043
Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering
Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700
Date of Substantial Completion(must be on or before Jan. 1, 2009) : May 23, 2012
Duration of Project (in months) 12

This form shall be fully completed and submitted by the Proposer with the Technical Proposal (Part 1). Proposer is not allowed to provide a substitute form of similar information.

The City may check project references listed above to verify the Project Manager's project experience information provided. The City may also discuss the Project Manager's performance with project references provided above.

It is very important that the Proposer verify that all contact information is current for each name listed above. Failure of the Proposer to provide current and valid project contact information and/or all information required by this certification may be grounds for the City to determine the Proposer to be non-responsive and/or non-responsible and therefore ineligible for consideration of Project award.

ATTACHMENT 2

PROPOSER'S STATEMENT OF SUBCONTRACTORS PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT To be submitted with Sealed Technical Proposal (Part 1)

The undersigned Proposer submits herewith a list of subcontractors the Contractor proposes to employ on the Work. Said subcontractors will each perform Work in an amount greater than one half of one percent (0.5%) of the Total GMP submitted in their Cost Proposal (Part 2). This list shall include the proper firm name, their license number and class, city and state of each subcontractor, and the portion of the Work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the Work; and that the Contractor shall not subcontract said portion of the Work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of City Council pursuant to the provisions of Section 4107 of the Public Contract Code. The Contractor shall list only one subcontractor for each portion of the Work to be done as defined by the Contract Documents.

The Proposer's attention is directed to the provisions found in Section IV.B, Section 4 - PROJECT TEAM QUALIFICATIONS AND EXPERIENCE, which stipulates the percent of the Work to be performed with the Proposer's own forces. The City will determine the percentage of the Work self-performed by the Proposer, by subtracting the total percentage of below listed subcontractors work from 100%.

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date
Asphalt Paving	0.5%	Martin Brothers Construction	Sacramento, CA	726454	1000000017 Exp. 6/30/2022
Falsework	2.1%	Skyline Scaffold, Inc.	Sacramento, CA	858633	1000000114 Exp. 6/30/2020
Reinforcing Steel	2.0%	CMC Rebar	Tracy, CA	778010	1000000298 Exp. 6/30/2022
Prestressed Concrete Tank	8.8%	Ward-Henshaw Construction Co.	Caney, OR	462477	1000020008 Exp. 6/30/2021
Masonry	2.0%	Townsend & Schmidt Masonry	Sacramento, CA	186559	1000000879 Exp. 6/30/2020
Painting & Coatings	2.4%	Mason Painting, Inc.	Orangevale, CA	819987	1000008947 Exp. 6/30/2020
Bridge Cranes	0.8%	Allied Crane, Inc.	Pittsburg, CA	456362	1000005331 Exp. 6/30/2022

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date
Fire Sprinkler Systems	0.8%	RCM Fire Protection, Inc.	Tracy, CA	793205	1000006192 Exp. 6/30/2022
HVAC	1.7%	James Long Construction Services, Inc.	Sacramento, CA	821827	1000000065 Exp. 6/30/2022
Electrical & Instrumentation	19.4%	San Joaquin Electric, Inc.	Sacramento, CA	410103	1000002857 Exp. 6/30/2020
Prefabricated Aluminum Covers	0.6%	Hallsten Corporation	North Highlands, CA	953403	1000027657 Exp. 6/30/2022

Add additional sheets, if necessary.

ATTACHMENT 3

PROPOSER'S SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT To be submitted with Sealed Bid Proposal

1. The undersigned Proposer represents that, if awarded the Agreement, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Proposer warrants that the equipment and materials manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance tests reveal that the equipment or material does not meet Contract Document requirements or the manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted baseline CPM construction schedule. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid Proposal non-responsive and may be the basis for rejection of the Bid Proposal.
2. All major Equipment shall be included in the bid proposal according to the following:
 - (a) Not used.
 - (b) The following Major Equipment Schedule Table designates major equipment items to be provided. All costs for providing these equipment items shall be included in the Bid Proposal (Part 2). The Proposer shall indicate which Manufacturer/Supplier of equipment they propose to provide, by checking ONE of the named, listed items and, if the Proposer desires to propose an "or equal" equipment item, by writing in a proposed "or equal." If the Proposer writes in a proposed "or equal," the Proposer shall also check one of the named, listed items. It is the Proposer's responsibility that all equipment to be provided, either checked or proposed "or equal" write-in, meet the requirements of the Specifications.
 - (c) The opinion of the City's Representative will be the final determination of whether a write-in "or-equal" meets the design intent. In the event that the City's Representative allows the Proposer's proposed "or equal" material or equipment item for use as an "or equal", the proposed "or equal" material or equipment item shall be provided for the amount included in the GMP with NO change in GMP. Should the write-in proposed "or equal" item be determined "not equal" by the City's Representative, then the Proposer hereby agrees to provide the checked Manufacturer/Supplier item for the amount included in the Proposer's GMP. Should a Proposer fail to indicate which named manufacturer or supplier the Proposer's GMP is based on, or checks more than one named Manufacturer/Supplier per listed equipment item, the Proposer hereby agrees to provide the Manufacturer/Supplier item noted as "A" for the amount included in the Proposer's GMP with NO change in the GMP.
 - (d) Allowances of proposed "or equal" equipment does not constitute a waiver of the Specifications. Proposed "or equal" equipment is defined as equipment proposed and named by the Proposer under the Manufacturer/Supplier column in the Major Equipment Schedule Table as equal and equivalent to the specified equipment.
 - (e) Proposed "or equal" equipment will only be considered after award and execution of Agreement by the City Council. For each "or equal" (write-in) equipment item, Contractor shall submit a properly completed, MATERIAL/PRODUCT SUBSTITUTION REQUEST FORM (PER SECTION 01 60 00.01) within thirty-five (35) calendar days after the date of the Notice to Proceed. Proposed "Or Equal" Substitution Form must be completely filled out, certified and include all required supporting documentation to allow the City's Representative and Engineer to assess the "or equal" acceptability of the product or system. Failure to submit all the required information within the established time limit shall be grounds for determination that the proposed "or equal" major equipment item is "not equal" to the named, listed Manufacturer/Supplier equipment item.

(f) Within 30 calendar days after receiving the proposed "or equal" major equipment submittals, the City's Representative will notify Contractor, in writing, as to whether or not the submitted proposed "or equal" equipment, if any, are accepted as meeting the general specification requirements. The consideration of this equipment shall not be construed to indicate final acceptance by the City, nor relieve the Contractor and/or Manufacturer/Supplier of the equipment from providing the post-Agreement award submittal information.

(g) To be deemed equal, the proposed "or equal" equipment shall be the same or better than the specified named product with respect to features, materials of construction, function, performance, reliability, quality, general dimensional configuration, operations and maintenance access and costs, and static and dynamic loads. Determination of equality in reference to the project design requirements will be made by the City's Representative.

(h) No proposed "or equal" major equipment will be considered unless, in the opinion of the City's Representative and Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

(i) Design of this Project is based upon the Manufacturer/Supplier equipment item noted as the "A" item in the Major Equipment Schedule Table. When a "B," "C," or "D" named item is named in the Major Equipment Schedule Table, the equipment or product of this "B," "C," or "D" named manufacturer or supplier is deemed "or equal" in quality; however, should a Proposer propose providing a "B," "C," or "D" named item, or proposed "or equal" (write-in) equipment, the Proposer shall comply with the following:

- 1) The Proposer shall include in the GMP all additional costs (including all general construction, process mechanical, HVAC, plumbing, electrical, and instrumentation and control work), required to accommodate, furnish, and install the proposed equipment or material, training, and spare parts.

- 2) Contractor shall reimburse the City for Engineer's time and expense charges associated with the review of proposed "or equal" Major Equipment or System submittals, subsequent notification to Contractor of disposition, and any associated modifications to the Drawings.

**MAJOR EQUIPMENT OR MATERIAL SCHEDULE
SUPPLIED BY CONSTRUCTION CONTRACTOR
For the PGWWTP EXPANSION PROJECT**

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
13 34 22	Prefabricated Aluminum Flat Covers	A. () CST Covers B. (X) Hallsten Corporation C. () _____ "or equal" write-in
13 34 25	Fiberglass Reinforced Plastic Effluent Weirs and Launderers	A. (X) NEFCO Systems Inc. B. () Warminster fiberglass C. (X) Enduro Composites "or equal" write-in
22 13 43	Packaged Wet-Well Grinder Pump System	A. () Zoeller Pump Co. B. () Pentaire Hydromatic C. (X) Crane/Barnes D. () _____ "or equal" write-in
26 24 19	Low-Voltage Motor Control Centers	A. (X) Eaton B. () Allen Bradley C. () _____ "or equal" write-in
26 29 23	Low Voltage Adjustable Frequency Drives	A. () Square D. B. () Allen Bradley C. () ABB D. (X) Eaton No equals
40 05 57.23	Electric Motor Actuators for Valves	Open-Close Service Valves: A. (X) Rotork B. () EIM C. () Limitorque D. () _____ "or equal" write-in Modulating Service Valves: A. (X) Harold Beck & Sons No equals
40 94 43	Programmable Logic Controllers	A. (X) Schneider No equals
41 22 13.13	Bridge Cranes	A. () Craneworks, Inc. B. (X) R&M Materials Handling C. () ACCO D. () _____ "or equal" write-in

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
42 11 13	Low Pressure Process Boilers	A. (X) Parker B. () Cleaver Brooks C. () _____ "or equal" write-in
43 13 43	Waste Gas Burner	A. (X) Varec B. () _____ "or equal" write-in
43 23 13	Hot Water Pumps	A. (X) Aurora B. () Bell & Gossett C. () _____ "or equal" write-in
43 23 57	Progressing Cavity Pumps	A. (X) Robbin & Myers Moyno <u>B. (X) Seepex</u> <u>"or equal" write-in No equals</u>
43 23 59.10	Screw-Type Centrifugal Pumps	A. (X) Wemco B. () Hayward Gordon C. () _____ "or equal" write-in
43 25 13	Overhung Close-Coupled Submersible Centrifugal Pumps	A. (X) Xylem (Flygt) No equals.
43 26 14	Chopper Pumps	A. (X) Vaughan No equals
43 41 43	Chemical Storage Tanks	A. (X) Snyder Industries No equals.
44 31 21	Odor Control Biofilters	A. (X) BOHN Biofilter Corporation No equals
46 24 23	Inline Grinders	A. (X) JWC Environmental No equals
46 25 43	Tipping Trough Scum Skimming and Removal Equipment	A. (X) Plasti-Fab B. () Polychem Systems C. () _____ "or equal" write-in
46 33 33	Polymer Blending and Feed Equipment	A. (X) VeloDyne No equals
46 33 44	Peristaltic Pumps for Chemical Metering Service	A. (X) Blue-White Industries No equals
46 43 11	Chain-and-Flight Clarifier Equipment	A. (X) Evoqua Water Technologies B. () Senqcia Maxco Ltd. No equals

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
46 71 33	Rotary Drum Thickening Equipment	A. () FKC B. () Westech C. ☒ Parkson No equals
46 73 41	Spiral Type Sludge Heat Exchanger	A. ☒ Gooch Thermal B. () Alfa Laval C. () _____ “or equal” write-in

END OF SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIER



SECTION 5

CONTRACTOR'S QUALITY CONTROL PROGRAM

CONTRACTOR'S QUALITY CONTROL PROGRAM

OVERVIEW

In construction, a Quality Control Program (QCP) can be defined simply as "a systematic Program employed by a Contractor to fulfill a project's requirements for quality as defined by the Contract Documents". At W.M. Lyles Co., (Lyles) we believe that the Contractor always has complete responsibility for the quality of the work and our experience has taught us that in order for a QCP to be successful, it must include the following ingredients:

- Program Organization - Identification of the personnel responsible for implementation of the QCP, their individual responsibilities, and the requirements for communication between project stakeholders
- Program Standards - Identification and definition of the specific quality standards to be met
- Preparatory Controls - Description of the proactive actions that will be taken to ensure that the Program Standards are met
- Confirmation Procedures – Description of the specific actions that will be taken to inspect the work and document activities affecting quality
- Corrective Controls - Description of the corrective actions that will be taken in the event that the Program Standards are not met

Based on this, the following QCP outline has been developed specifically for the Expansion. This outline describes both the methodology and procedures that will be utilized by Lyles to ensure that our finished product complies with all of the Project's quality standards.

QUALITY CONTROL PROGRAM

I. Program Organization

A. Authority and Responsibilities of QC Manager

1. Establishment of the QCP

- a. Develop the procedures and controls needed to assure optimum quality throughout all phases of the Project.
- b. Assign responsibility for the execution of various QC functions to members of the Project Team.
- c. Develop the checklists and forms necessary

to document verification that the Work is in compliance with the Contract Documents.

- d. Develop the reports and documentation necessary to record the enforcement and effectiveness of the QCP.

2. Implementation and enforcement of the QCP

- a. Conduct Pre-Installation Conferences prior to the start of each Division, Section, or major item of Work.
- b. Supervise the execution of the various QC functions by members of the Project Team.
- c. Verify that all materials, equipment, and procedures utilized in the execution of the work are in conformance with the Program Standards
- d. Perform initial, in-process, and final inspections on each segment of work.
- e. Identify, report, and reject defective and/or non-conforming work and identify and monitor corrective actions.
- f. Generate Monthly QC Report.

II. Program Standards

A. Contract Documents

1. Prescriptive and/or performance based requirements identified in the Specifications
2. Prescriptive and/or performance based requirements identified in the City of Roseville Standard Drawings
3. Prescriptive and/or performance based requirements identified in applicable Building Codes

B. Stakeholder Requirements

1. Quality outcomes desired by the City and its Operations and Maintenance Staff
2. Quality outcomes desired by the Neighborhood and the Community at large
3. Quality outcomes desired by the Engineer

4. Quality outcomes desired by Lyles and its subcontractors and suppliers

III. Preparatory Controls

A. Submittal Control

1. Under the supervision of the QC Manager, the Project Team will review all Submittals prior to them being forwarded to the Engineer for approval. This review will consist of verifying that the Submittals are complete, that they are in conformance with the Contract Documents, and that they have been coordinated with any related and/or affected work.

B. Off-site Quality Control, Inspection, and Material Certification

1. When required by the Contract Documents, Source Quality Control Programs and/or Material Certifications will be furnished by various suppliers. These items, as well as other required qualifications, certifications and test results will be furnished to the Engineer via Submittals under separate cover.

2. When deemed necessary by the QC Manager due to the identification of poor quality material or equipment, copies of a manufacturer's Quality Control Program(s) and/or visits to their off-site facilities may be required.

C. Pre-Work Activities

1. Completion of a Pre-Installation Conference to ensure that the required preparations for the execution of upcoming work have been performed.

2. Review of all relevant Contract Documents, Submittals, RFI's, Change Orders, and the CPM Schedule.

3. Review of all relevant QC procedures, testing and/or inspection requirements, and notification requirements.

4. Verification that all preceding work has been properly completed and accepted by the QC Manager and/or the City's Representative.

5. Physical review to confirm that all materials and equipment needed to execute the work to be performed is on-site, available, and ready to be incorporated.

IV. Confirmation Procedures

A. Initial Inspection

1. Prior to proceeding with additional work of the affected scope, the Initial Inspection must be successfully completed and any related QC Field Observation Memos must be signed-off by the QC Manager

B. In-Process Inspection

1. Once a specific item of work has successfully passed its initial inspection, work may continue to completion. During execution of the work additional reviews will be performed to assure that the quality present during the accepted Initial Inspections is maintained.

2. Noted deficiencies which are repetitive in nature will be brought to the attention of the responsible party for immediate correction via a Field Observation Memo. The QC Team will suspend the work in question until a plan for correction, including a recovery schedule, is submitted and approved by the QC Manager.

C. Final Inspection

1. Once the work of a specific scope has been completed, Final Inspection will be called for by the installing party. The scheduling of this inspection will be accomplished by the installing party's completion of a Final Inspection Request (FIR) which is to be submitted to the QC Manager. Upon receipt of this FIR and prior to performance of the final inspection, the QC Team will verify that all previously issued Field Observation Memos have been cleared and that any required testing has been performed.

2. During the Final inspection, all deficiencies will be recorded on a follow-up Field Observation Memo which will be returned to the responsible party for immediate implementation of any required corrections.

D. Confirmation Tests

1. All confirmation tests required to be performed by the Contractor will be done in accordance with the requirements of the Contract Documents and the applicable Program Standards.

2. All confirmation tests required to be performed by the City will be coordinated and scheduled with the City Representative.

E. Documentation Procedures

1. Upon completion of each inspection and/or test, a record (checklist, form, Field Observation Memo, etc.) will be generated in accordance with the QCP.

V. Corrective Controls

A. Identification and Documentation

1. Deficiencies identified during each phase of the project will be documented through the use of Submittal Review Forms, Daily Inspection Logs, Testing Records, and Field Observation Memos, as applicable.

B. Notification

1. Immediately following the identification and documentation of a deficiency, all responsible parties will be notified and a copy of all relative documentation will be provided.

C. Execution

1. Upon notification, the responsible parties will coordinate with the QC Manager to identify the corrective actions to be taken. Corrective work will not commence without the approval of the QC Manager. All corrective work will be subject to the Confirmation Procedures outlined above.

D. Recurrence Prevention

1. Recurrence of deficiencies is to be avoided at all cost. At the discretion of the QC Manager, parties responsible for repetitive deficiencies may be required to perform more significant corrective actions including, but not limited to, the following:

- a. Create modified and/or specialized Quality Control Plans outlining revised techniques for preventing the subject deficiencies.
- b. Replace the specific individuals responsible for the deficiencies with qualified staff (includes both craft and management).
- c. Have the work performed by a 3rd party at the responsible party's expense.

The Right Experience

Linda County Water District – WWTP Upgrade & Expansion

CONTRACT VALUE: \$29,149,127

% OF SELF-PERFORMANCE: 65%

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds and Buy American requirements
3. Plant remained fully operational during construction
4. Clarifiers



Upgrade and expansion of the existing 1 MGD wastewater plant to a 5 MGD Title 22

Reclaimed Water Facility on a 27 acre site. Work included conversion of an existing clarifier to a storage tank, new Influent Diversion Structure, Headworks, Primary Clarifiers, Activated Sludge Basins, Secondary Clarifiers, Filter Feed Pump Station, Tertiary Filters, Control / Blower / Laboratory Building, Sludge Drying Beds, HDPE-lined and concrete-lined Sludge Lagoons, Stormwater Detention Basins, Sludge Thickening Facility, electrical and instrumentation with SCADA integration, site grading, paving and yard piping.

Jon Shugarte, proposed Quality Control Manager for the Expansion, was responsible for ensuring the highest quality standards were met with respect to safety, budget and schedule. Jon worked in collaboration with Linda County Water District to get the project up and running, on-time and under budget. This is typical of Lyles approach to quality, as we self-perform all aspects of Quality Control on many projects, especially for our private clients. This experience has further enhanced the ability of our field forces to deliver unparalleled quality with limited oversight. In addition, we work for clients on the other end of the spectrum that have extremely rigid inspection. The combination of these experiences has produced a “do it right the first time” mentality resulting in the best quality in the business.



SECTION 6

CONTRACTOR'S CONSTRUCTION SCHEDULER QUALIFICATIONS

**FIRM/TITLE**

W. M. Lyles Co.

TENURE WITH FIRM

16 years

EDUCATION

- Bachelor of Science, Construction Management, Northern Arizona University, 2003

RESPONSIBILITIES

- Prepares iterative schedules as part of GMP
- Works with project team on logic, duration, resources
- Develops and maintains pre-construction schedule
- Prepares Project Schedule updates
- Evaluates re-sequence options and schedule savings

TONY MUELLER

CPM Scheduler

16 Years
Experience

Tony Mueller is W. M. Lyles Co.'s (Lyles) proposed CPM Scheduler for the Pleasant Grove WWTP Expansion Project. Tony's involvement in the EP will be in identifying major decision points that have the largest potential to impact the overall project cost and schedule. Over his 16 years of construction experience, he has developed the schedule for nearly every project he has been involved with. Tony will work closely with the City of Roseville and the Project Team to ensure that critical path activities are well identified so that they receive the focus that they deserve. He will also be responsible for updating the schedule to reflect the actual work performed, preparing monthly reports and narratives for distribution, and assisting with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

One great example of Tony's scheduling capability can be found in Appendix C – Baseline CPM Schedule. The sample CPM schedule included in the Appendix is, in fact, a preliminary schedule for the Expansion Project as developed by Tony.

WHY TONY?

- Proven experience developing CPM schedules for many of Lyles' qualifying projects, including; City of Fresno, SE Surface Water Treatment Facility, and the Moreno Valley Regional Water Reclamation Plant
- 16 years of CPM scheduling experience dealing exclusively in the water and wastewater market
- Lives and works local to the City of Roseville, so he is invested in the successful completion of the EP

RELEVANT PROJECT EXPERIENCE

City of Fresno - SE Surface Water Treatment Facility, DBB, 2018, \$162,089,360, Project Executive

Project Relevance:

- CPM Schedule created by Tony
- Two (2) secondary clarifiers
- Included State Revolving Funds and American Iron and Steel requirements

Construction of a complete and operable 80 MGD surface water treatment facility to produce potable drinking water that meets the requirements of California Administrative Code, Title 22 for potable drinking water including; construction of temporary construction facilities, construction of 72" raw water and treated water

transmission piping, two conventional flocculation/ sedimentation pretreatment basins with inclined plate settlers, two concrete intermediate ozone contact basins and an ozone generation facility, eight dual media GAC filters, 8 million gallon treated water reservoir, treated water pump station, chemical building, maintenance building, wash water recovery and solids handling lagoons, wash water recovery pump station, standby generators, electrical substation, site grading and paving, process and utility piping, and site fencing and landscaping. Created and maintained a 3800 activity P6 scheduling for an accelerated 33 month construction schedule. This schedule was cost and resource loaded.

Moreno Valley Regional Water Reclamation Plant, DBB, 2012, \$30,925,370, Senior Project Manager/CPM Scheduler
Project Relevance:

- Plant expansion
- Odor control facility
- Anerobic digesters

Upgrade of existing 15.8MGD water reclamation plant to 18.5MGD, including yard structures, headworks, influent pump station, grit basins, powder and blower buildings, chemical scrubber odor control facility, secondary effluent pump station, tertiary effluent/utility water pump station, tertiary effluent meter vault, acid-phase digester and flare, methane-phase digester, digested sludge storage tanks, low pressure digester gas holder, 15KW generator, boiler facility, electrical buildings, and related appurtenances.

Palmdale Water Reclamation Plant Stage Five Plant Expansion, Phase I, DBB, 2012, \$116,079,181, Project Manager
Project Relevance:

- Plant Expansion Upgrade
- Digesters
- Included State Revolving Funds
- Plant remained fully operational during construction

Expansion of existing 9MGD water reclamation plant to 15MGD, including final sedimentation tanks, aeration tanks, chlorine contact tank, digester, digester cleaning bed, Title 22 tertiary cloth disk filters, dissolved air flotation units, RAS pump station, digester transfer and sludge recirculation pump station, chemical facilities, generator and air compressor buildings, boiler house, switchboard building, operations and lab building, and associated pipelines.

Linda County Water District, WWTP Upgrade & Expansion, DBB, 2012, Executive Sponsor, \$29,547,940
Project Relevance:

- Two (2) primary clarifiers
- Two (2) secondary clarifiers
- Electrical & Instrumentation systems
- WWTP upgrade and expansion

Construction of a new 5MGD Wastewater Treatment Plant on a 27 acre site adjacent to an existing treatment plant. New facilities include a headworks, two primary clarifiers, four activated sludge basins, two secondary clarifiers, filter pump station, six effluent filters, sludge thickening system, sludge drying beds, sludge lagoons, site grading, and associated piping, electrical, and instrumentation systems. Upgrades to the existing plant include the demolition of existing facilities and modifications to the existing effluent pump station.



SECTION 12

IRAN CONTRACTING ACT DISCLOSURE

ATTACHMENT 6

IRAN CONTRACTING ACT DISCLOSURE FORM To be submitted with Sealed Technical Proposal (Part 1)

GENERAL

GENERAL REQUIREMENTS

PURSUANT TO THE IRAN CONTRACT ACT OF 2010 (CALIFORNIA PUBLIC CONTRACT CODE, SECTIONS 2202-2208), PROPOSERS ARE INELIGIBLE TO PROPOSE ON PROJECTS WITH A PUBLIC ENTITY FOR GOODS OR SERVICES OF ONE MILLION DOLLARS (\$1,000,000) OR MORE IF THE PROPOSER ENGAGES IN INVESTMENT ACTIVITIES IN IRAN.

PROPOSERS MUST PROVIDE THE BELOW DISCLOSURE FORM AS A MANDATORY SUBMITTAL FOR ALL PROJECTS IN EXCESS OF \$1,000,000. THE IRAN CONTRACTING ACT DISCLOSURE FORM SHALL BE SUBMITTED BY ALL PROPOSERS AS A MANDATORY SUBMITTAL.

(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options on the following page. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i> W. M. Lyles Co.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Joseph B. Lawrence, Asst. Vice President	
<i>Date Executed</i> 7/29/2019	<i>Executed in</i> Rocklin, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>



SECTION 13

PROPOSER CERTIFICATIONS AND SIGNATURES PROPOSAL FORM

ATTACHMENT 7

PROPOSER'S CERTIFICATIONS AND SIGNATURES PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT To be submitted with Sealed Technical Proposal (Part 1)

In response to the Request for Bid Proposals (RFBP), Section I, dated June 3, 2019 and in accordance with the accompanying SELECTION PROCESS AND INSTRUCTIONS TO PROPOSERS, Section II, the undersigned hereby proposes to City to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by City), and to perform all operations necessary and required for construction of the Pleasant Grove Wastewater Treatment Plant Expansion Project, in accordance with the Contract Documents, and any Addenda thereto, for the Total Guaranteed Maximum Price (GMP) and all other terms submitted in the Bid Proposal.

This Bid Proposal constitutes a firm offer to City, which cannot be withdrawn for 120 days from and after the date set for receiving Bid Proposals, or until the Agreement is fully executed by City, whichever is earlier.

The undersigned Proposer hereby certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; has carefully checked all of the words and figures shown on its Bid Proposal; has carefully reviewed the accuracy of all statements in this Bid Proposal and attachments hereto; and understands and agrees that City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid Proposal.

The undersigned Proposer has, by careful examination of the Contract Documents, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract Documents, and all other matters that can in any way affect the Work or the cost thereof.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within fifteen (15) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Project award and prior to award of the Agreement by the City Council.

The undersigned Proposer certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 422390 and the classification of said license is A, B, and the said license expires 5/31/2020.

The undersigned Proposer certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The number of said registration is 1000001448, and the said registration expires 6/30/2022.

The undersigned Proposer certifies that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such work without immediate divulgence of such fact to the City. Proposers submitting a Bid Proposal in response to this RFBP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. **If a Proposer has no conflicts of interest, a statement to that effect must be added to this ATTACHMENT 7.** Violation of this section shall be a material breach of the Agreement entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFBP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the Agreement or any Work to be conducted as a

result of this RFBP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that the designated project team, including subcontractors, will be used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer
1	6/17/19	
2	6/26/19	
3	7/3/19	
4	7/12/19	
5	7/22/19	

IF PROPOSER IS:
An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: () FAX Number: ()

Email Address of Authorized Representative: _____

A Partnership

Partnership Name (typed or printed): N/A

By: _____
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: () FAX Number: ()

Email Address of Authorized Representative: _____

A Corporation

Corporation Name (typed or printed): W. M. Lyles Co.

State of Incorporation: California

By: _____ (SEAL)
(Signature - attach evidence of authority to sign)

Name (typed or printed): Joseph B. Lawrence

Title: Asst. Vice President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): Ruben Moreno, Jr., Secretary

Date of Qualification to do business is: 5/19/1982

Business Address: 1210 W. Olive Avenue, Fresno, CA 93728

Phone Number: (559)441-1900 FAX Number: (559)487-7949

Email Address of Authorized Representative: jlawrence@wmlylesco.com

If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.

A Limited Liability Company

Limited Liability Company Name: N/A

By: _____
(Signature of Managing Partner or Officer - attach evidence of authority to bind the LLC under the LLC's articles of organization)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

CERTIFICATION

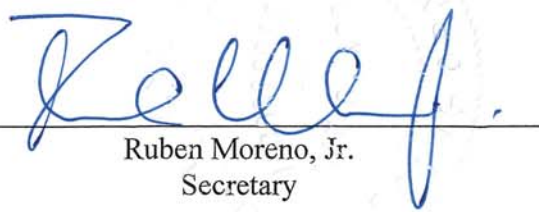
This is to certify that I, Ruben Moreno, Jr., am the Secretary of W. M. Lyles Co., that W. M. Lyles Co. (formerly known as Pac-Nine Construction), is a California Corporation incorporated May 6, 1982, and that the attached Sections 7, 8, 9, and 10 from Article IV of the Bylaws are true and accurate copies, and that said Bylaws were duly adopted by the Board of Directors of the Corporation at its meeting on December 14, 1983, and Sections 7, 8, 9, and 10 of Article IV have not been amended to this date.

I further certify that at various duly called meetings of the Board of Directors of W. M. Lyles Co. held on October 4, 2010, October 11, 2012, June 17, 2013, October 1, 2013, May 19, 2017, March 29, 2018, October 1, 2018, and July 1, 2019, the following officers were elected:

Stanley H. Simmons – President/CEO/Treasurer (CFO)
Kenneth D. Strosnider – Executive Vice President
Robert P. Saleen – Senior Vice President
Kevin R. Shigematsu – Vice President
David H. O'Dear – Assistant Vice President/Assistant Secretary
Joseph B. Lawrence – Assistant Vice President
Anthony M. Mueller – Assistant Vice President
Ruben Moreno, Jr. - Secretary
Scott R. Fults – Assistant Secretary
Chanel L. Prince – Assistant Secretary

I also certify as of the date of this certification no changes have occurred.

DATED: July 29, 2019



Ruben Moreno, Jr.
Secretary

all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more vice presidents, and one or more assistant secretaries or treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the Chairman of the Board need not be directors. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers need not be shareholders of the corporation.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board or by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chief Executive Officer or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, removal, resignation, disqualification or any other cause shall be filled in the manner prescribed in the By-laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-laws.

Section 7. CHIEF EXECUTIVE OFFICER. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-laws.

Section 8. PRESIDENT. In the absence or disability of the Chief Executive Officer, the President shall perform all of the duties of the Chief Executive Officer and when so acting shall have all of the powers of and be subject to all of the restrictions on the Chief Executive Officer. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Chief Executive Officer, the Board of Directors or the By-Laws.

Section 9. VICE PRESIDENT. In the absence or disability of the President, the vice presidents in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors or the By-laws.

Section 10. SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal

office or such other place as the Board of Directors may order of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent a share register or a duplicate share register showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by law or by the By-laws to be given, and he shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-laws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the Chief Executive Officer and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation and have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the By-laws.

Attachment 7

Conflict of Interest

We hereby certify that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such without immediate divulgence of such fact to the City.

W. M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President



SECTION 14

SWRCB CWSRF FORMS



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Allied Crane, Inc.		Project Name Pleasant Grove WWTP Expansion Project	
Bid / Proposal No. U07029RD	Assistance Agreement ID No. (if known)	Point of Contact Richard Denijs	
Address 855 North Parkside Drive, Pittsburg, CA 94565			
Telephone No. 925-427-9200		Email Address richard@alliedcrane.us	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
41 22 23 13.13	BRIDGE CRANES	\$349,791.13
DBE Certified By: ☐ DOT ☐ SBA Other: <u>Dept. of General Services SBE 50376</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

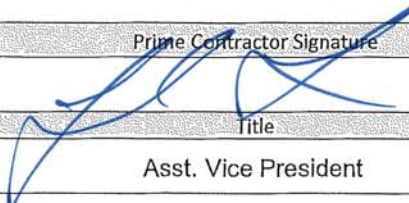
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

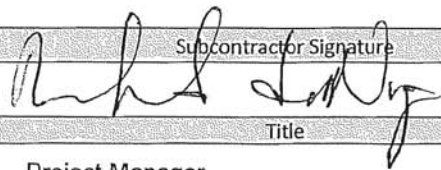
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

PGWTP Expansion Project
Request for Bid Proposals

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 22, 2019

Subcontractor Signature	Print Name
	Richard de Nijs
Title	Date
Project Manager	07/29/2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT 8



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name James Long Construction Services, Inc.		Project Name Pleasant Grove Wastewater Treatment Plant Expansion Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Brad Tucker	
Address 8560 Younger Creek Dr., Sacramento, CA 95828			
Telephone No. 916-379-9524		Email Address btucker@jameslongconstruction.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	HVAC Systems Foul Air Systems Sheet Metal Flashing	\$1,038,000.00
DBE Certified By: DOT ☒ SBA Other: _____		Meets/exceeds EPA certification standards? ☒ YES NO Unknown

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 29, 2019

Subcontractor Signature	Print Name
 Digitally signed by Brad Tucker, ou=Long Construction Services, Inc., ou=email=btucker@jameslongconstruction.com, c=US Date: 2019.07.25 09:28:20 -0700	Brad Tucker
Title	Date
Vice President	July 25, 2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT 8



**Disadvantaged Business Enterprise (DBE) Program DBE
Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Martin Brothers Construction		Project Name Pleasant Grove WWTP Expansion Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Nick Rutherford, Estimator	
Address 8801 Folsom Blvd Suite 260 Sacramento, CA 95826			
Telephone No. 916-381-0911		Email Address estimating@martinbrothers.net	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Asphalt Site Paving	\$239,670.00
	Asphalt Site Trench Patching	\$52,800.00
DBE Certified By: N/A DOT N/A SBA Other: * See Below		Meets/exceeds EPA certification standards? YES NO Unknown

*** Martin Brothers Construction is currently only certified as a MBE under the Supplier Clearinghouse Utility Supplier Diversity Program of the California Public Utilities Commission**

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 29, 2019

Subcontractor Signature	Print Name
	Nick Rutherford
Title	Date
Estimator	July 26, 2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Mason Painting		Project Name Pleasant Grove WWTP Expansion	
Bid / Proposal No.	Assistance Agreement ID No. (if known) 55943	Point of Contact Gus Kelley	
Address P.O. Box 1115 Orangevale CA 95662			
Telephone No. (916) 852-8060		Email Address guskellymasonpaint@gmail.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Painting & Coatings	\$1,998,238.00
DBE Certified By: ☐ DOT ☒ SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

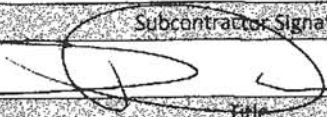
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 29, 2019

Subcontractor Signature	Print Name
	Scott Dorn
Title	Date
Treasurer	7/26/2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Skyline Scaffold, Inc.		Project Name Pleasant Grove WWTP Expansion Project	
Bid / Proposal No. WM72519	Assistance Agreement ID No. (if known)		Point of Contact Kevin Macpherson
Address 3131 52nd Ave, Sacramento, CA 95823			
Telephone No. 916-391-8929		Email Address Kevin@SkylineScaffold.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	False + Formwork for elected concrete slabs	1,061,273.00
	Rental Tax (per 28 days)	3,062.50

DBE Certified By: ☐ DOT ☒ SBA	Meets/exceeds EPA certification standards?
Other: _____	YES NO ☒ Unknown

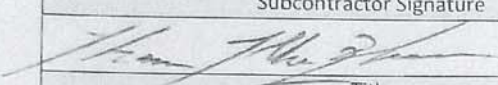
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 29, 2019

Subcontractor Signature	Print Name
	Kevin MacPherson
Title	Date
Estimator / P.M.	7/29/19

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 9

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name W. M. Lyles Co.		Project Name Pleasant Grove Wastewater Treatment Plant Expansion Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Joseph B. Lawrence	
Address 1210 W. Olive Avenue, Fresno, CA 93728			
Telephone No. (559) 441-1900		Email Address jlawrence@wmlylesco.com	
Issuing/Funding Entity SWRCB CWSRF			

I have identified potential DBE certified subcontractors. ☒ YES ☐ NO ____

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
James Long Construction Services, Inc.	8560 Younger Creek Drive, Sacramento, CA 95828 Phone: (916) 379-9524 Email: btucker@jameslongconstruction.com	\$1,038,000.00	Yes
Martin Brothers Construction	8801 Folsom Blvd., Suite 260, Sacramento, CA 95826 Phone: (916) 381-0911 Email: estimating@martinbrothers.net	\$292,470.00	Yes
Mason Painting, Inc.	P.O. Box 1115, Orangevale, CA 95662 Phone: (916) 852-8060 Email: guskelleymasonpaint@gmail.com	\$1,998,238.00	Yes

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



ATTACHMENT 9

Disadvantaged Business Enterprise (DBE) Program DBE

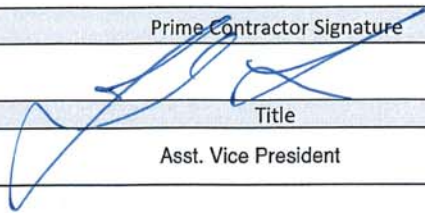
Subcontractor Utilization Form (continued)

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Allied Crane, Inc.	855 North Parkside Drive, Pittsburg, CA 94565 Phone: (925) 427-9200 Email: richard@alliedcrane.us	\$349,791.13	Yes
Skyline Scaffold, Inc.	3131 52nd Avenue, Sacramento, CA 95823 Phone: (916) 391-8929 Email: kevin@skylinescaffold.com	\$1,061,273.00	Yes

FORM 4500-4 (DBE Subcontractor Utilization Form)

PGWTTP Expansion Project
Request for Bid Proposals

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	7/29/2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

ATTACHMENT 10
CONSOLIDATED APPROPRIATIONS ACT
BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: W. M. Lyles Co.

CERTIFIED BY:

NAME: Joseph B. Lawrence TITLE: Asst. Vice President

SIGNATURE:  DATE: July 29, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10
CONSOLIDATED APPROPRIATIONS ACT
BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

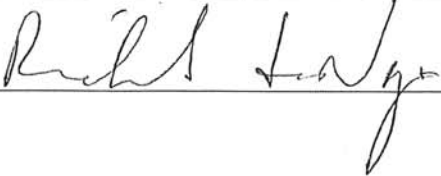
1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: ALLIED CRANE, INC.

CERTIFIED BY:

NAME: Richard de Nijs TITLE: Project Manager

SIGNATURE:  DATE: 7/25/2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
- Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Proposer certifies that for any such component or components that are not so available, the Proposer has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: CMC Rebar West

CERTIFIED BY:

NAME: Andy Wulff TITLE: Regional Sales Manager

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10
CONSOLIDATED APPROPRIATIONS ACT
BUY AMERICAN IRON AND STEEL CERTIFICATION



Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME

Hallster Corporation

CERTIFIED BY:

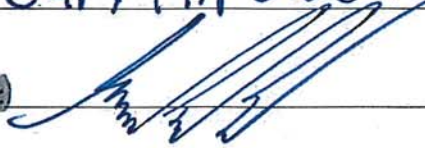
NAME:

Gary R. Powell

TITLE:

V.P. Environmental Sales

SIGNATURE:



DATE:

7/26/2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10
CONSOLIDATED APPROPRIATIONS ACT
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: James Long Construction Services, Inc.

CERTIFIED BY:

NAME: TITLE: Vice President

SIGNATURE: **Brad Tucker** Digitally signed by Brad Tucker
DN: cn=Brad Tucker,
o=James Long Construction
Services, Inc., ou,
email=btucker@jameslongco
nstruction.com, c=US
Date: 2019.07.25 09:20:01
+0700 DATE: July 25, 2019

END OF ATTACHMENT 10

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N/A

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Martin Brothers Construction

CERTIFIED BY:

NAME: Nick Rutherford TITLE: Estimator

SIGNATURE:  DATE: July 26, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

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CONTRACTOR OR
SUBCONTRACTOR NAME:

Mason Painting

CERTIFIED BY:

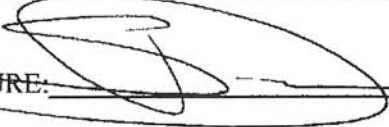
NAME:

Scott Dorn

TITLE:

Treasurer

SIGNATURE:



DATE:

7/26/2019

END OF ATTACHMENT 10

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: RCM Fire Protection, Inc.

CERTIFIED BY:

NAME: Bill Land TITLE: Purchasing Agent

SIGNATURE: Bill Land DATE: 7/29/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

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CONTRACTOR OR

SUBCONTRACTOR NAME: San Joaquin Electric

CERTIFIED BY:

NAME: Wade Johnson

TITLE: Vice President

SIGNATURE: 

DATE: 7-22-19

END OF ATTACHMENT 10

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CONTRACTOR OR
SUBCONTRACTOR NAME: Skyline Scaffold

CERTIFIED BY:

NAME: Frank Towse TITLE: PM

SIGNATURE: Jul E. Leuer DATE: 7-29-19

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CONTRACTOR OR
SUBCONTRACTOR NAME: TOWNSEND & SCHMIDT MASONRY

CERTIFIED BY:

NAME: TROY D. BREWER

TITLE: VICE PRESIDENT

SIGNATURE: T.D.B.

DATE: JULY 25, 2019

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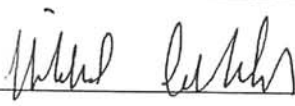
CONTRACTOR OR

SUBCONTRACTOR NAME: Ward-Henshaw Construction Co., Inc.

CERTIFIED BY:

NAME: Michael R. Eubanks

TITLE: VICE
President

SIGNATURE: 

DATE: 07/25/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)



POINT-OF-CONTACT:
Joe Lawrence
(916) 375-1833
jlawrence@wmlylesco.com

W.M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

EXHIBIT C

GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

Pleasant Grove Wastewater Treatment Plant Expansion Project

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price ("GMP")** as of the date of execution of this Agreement is fifty-four million, four hundred thousand dollars (\$54,400,000.00). Subject to the provisions of this Agreement, 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 in this Exhibit C. 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 this Agreement.

Included in the GMP is the following total amount for worker protection pursuant to California Labor Code Section 6707:

\$10,000.00

B. ALLOWANCES: Allowances and Allowance Amounts are listed in Exhibit D.

C. 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. The following are categories of cost and expense to be paid by City to Contractor as Cost of the Work:

- 1. Hourly Field Labor:** The cost of all labor employed by Contractor in performing the Work will be calculated at the Initial Hourly Field Labor Rates set forth below. Those rates include wages, fringe benefits, government mandated payments (workers compensation insurance and SSI), travel and subsistence.

The Hourly Field Labor Rates will be adjusted during the Project whenever the prevailing wage rate determined by the Department of Industrial Relations for a worker classification changes (Note that this does not apply to any changes to labor rates required to be paid per the Davis Bacon wage determination) or in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such Agreements. All changes to the prevailing wage rates must be submitted by the Contractor and approved by the City.

For labor not covered by a rate set forth below, the cost of labor is defined as follows:

The cost of hourly field craft labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the Work by the Contractor will be the sum of the following:

- 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.
- 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.
- Actual General Liability insurance burden, if it is applied to Contractor's payroll. Contractor shall provide adequate backup information to Construction Manager to verify

EXHIBIT C-1

GMP, COST OF WORK AND FEE

this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.

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 less than the current applicable wage for each classification as established by the greater of the two wage rates between the State of California Director of Industrial Relations and the Davis Bacon Wage Determination (APPENDIX A-2 of the Request for Bid Proposal).

Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Construction Equipment below), bonuses of any kind and safety incentives.

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 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 Director of Industrial Relations.

2. **On-Site Management and Administrative Labor:** Wages and Salaries of Contractor's management and administrative personnel assigned to this Project to directly manage and administer the Work on-site are included in the table below. These positions may include a Principal-in-Charge or Project Director, On-site Project Manager, On-site Project Engineer, On-Site Field Engineer, On-site Superintendents listed by trade or title, General Foreman, On-site Office Manager, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following table for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge or Project Director 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.

On-Site Management & Administrative Positions Hourly Rate Table

On-Site Management & Administrative Position	Hourly Rate
Principal-in-Charge	\$ 125.00
Project Manager	\$ 115.00
Assistant Project Manager	\$ 105.00
Project Engineer	\$ 75.00
Administrative Assistant	\$ 40.00

Contractor is allowed to charge up to a maximum of 50 hours per week to the City for each full-time assigned management and administrative personnel even if an employee works more than 50 hours in a week (this maximum hour limit is for employee's total hours for both Pleasant Grove Wastewater Treatment Plant projects). The Contractor can only charge for supervisory management and administrative hours if they also pay those same hours to the employee that worked up to 50 hours in any given week. The Contractor is not allowed to charge for any supervisory management and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers, Division/Area Managers, or Operations Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators, Business Supervisors, Human Resources and Accountants are not allowed to charge any

EXHIBIT C-2

GMP, COST OF WORK AND FEE

hours to the Project. The anticipated cost of such personnel shall be included in the Contractor's Fee Mark-up Schedule for the Project under the Contractor's Fee Mark-up subsection below.

3. **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 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.
4. **Construction Equipment:** The initial Contractor Owned Equipment Rates approved for billing to the City are found at the end of this exhibit. All changes to these Contractor Owned Equipment Rates must be submitted by the Contractor and approved by the City prior to billing City for Work performed. Approved changes to equipment rates is not an allowable increase in the GMP. 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. 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. 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, provided, however, that the Contractor Owned Equipment Rates set forth below will apply.

Equipment not owned by Contractor which is rented by Contractor and used in performing Work will be paid by 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. City-operated equipment will also be paid by 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 City up to a maximum of four (4) hours total travel time each way.

Equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3.0%) of total hourly field labor costs as defined above to cover the cost of small tools and safety supplies for Work directly performed at the Site.

5. **Subcontractors and SubTier Subcontractors:** The Contractor will be paid for all Work performed by 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 Section 01260, CONTRACT MODIFICATIONS.
6. **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 special services may also include reasonable attorney's fees incurred in connection with preparation or negotiation of this Agreement with the City and subcontracts for the Work. The Contractor will be paid for special services in accordance with Article 12, PAYMENT AND COMPLETION, and based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

EXHIBIT C-3

GMP, COST OF WORK AND FEE

7. **Bonds and Insurance:** The Contractor will be paid the actual cost for the required bonds, 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).
8. **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 Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs and as required in the Specifications, including mobilization and demobilization of same. There will be no warranty reserve.
9. **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 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.
10. **Preconstruction Services:** The Cost of Work will include all Design Assist Services including preplanning and preconstruction service costs incurred by Contractor prior to beginning of construction, and other Design Assist Services required throughout the construction period.
11. **Builder's Risk Policy Deductible:** The Contractor will be paid up to a maximum amount equal to the Builder's Risk Policy Deductible amount (not to exceed \$100,000), for construction costs sustained by the Contractor as a result of a loss covered by the Contractor's Builder's Risk Policy and approved for coverage compensation by the Builder's Risk insurance carrier. The Contractor will not be paid for any Builder's Risk losses that resulted from the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

D. ITEMS NOT INCLUDED IN THE COST OF WORK:

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 above.
2. Expenses of Contractor's principal office and offices, other than the Site office.
3. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
4. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
5. Hours in excess of 50 hours per week for each full-time assigned supervisory and management personnel even if a management or administrative employee works more than 50 hours in a week.
6. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
7. Costs that would cause the GMP to be exceeded.

EXHIBIT C-4

GMP, COST OF WORK AND FEE

8. Any costs incurred after City's Final Acceptance of the Project.

E. CONTRACTOR's MARK-UP FEES: The Contractor's mark-up fees for general overhead and profit shall be paid by the City in accordance with the table below.

Contractor's Fee Mark-up Schedule for the Project

Item d.1	Hourly Field Labor	<u>23.0</u> %
Item d.2	Management and Administrative Labor	Included in hourly rates
Item d.3	Materials	<u>5.5</u> %
Item d.4	Construction Equipment	<u>23.0</u> %
Item d.5	Subcontractors and Sub-Tier Subcontractors	<u>5.5</u> %
Item d.6	Special Services	<u>5.5</u> %
Item d.7	Bonds and Insurance	<u>5.5</u> %
Item d.8	Direct Job Overhead Expenses	<u>5.5</u> %

EXHIBIT C-5

GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Expansion Project
Hourly Field Labor Rates

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	OVERTIME RATES	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
Carpenter (Area 3 thru 6/30/20)	Foreman	49.08	30.49	11.36	90.93	120.62	150.32
	Journeyman	44.62	30.49	10.42	85.53	112.53	139.52
Millwright (Area 3 thru 6/30/20)	Foreman	51.62	32.09	11.91	95.62	126.85	158.08
	Journeyman	47.12	32.09	10.97	90.18	118.69	147.20
Operator (Area 1 thru 6/30/20)	Foreman	49.14	31.13	11.29	91.56	121.29	151.02
	Group 2A	48.14	31.13	11.08	90.35	119.47	148.60
	Group 3	46.01	31.13	10.63	87.77	115.61	143.44
	Group 3A	46.40	31.13	10.71	88.24	116.31	144.38
	Group 4	44.63	31.13	10.34	86.10	113.10	140.10
Laborer (Area 2 thru 6/30/20)	Foreman - Specialist	33.99	24.85	7.78	66.62	87.18	107.75
	Journeyman - Specialist	31.49	24.85	7.25	63.59	82.64	101.69
Cement Mason (thru 6/30/20)	Foreman	41.55	26.31	9.97	77.83	102.97	128.11
	Journeyman	37.10	26.31	9.03	72.44	94.89	117.33
Laborer GF (Varnes)	Lab FM	48.00	24.85	10.72	83.57	112.61	141.65
Carp GF (Flannigan)	Carp GF	52.00	30.49	11.97	94.46	125.92	157.38
Carp Super (Larson)	Carp Superintendent	63.10	30.49	14.31	107.90	146.07	184.25

EXHIBIT C-6

GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Expansion Project
Contractor Owned Equipment Rates

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Passenger Car	10.50	
SUV	10.50	
Boom Truck	54.10	
Dump Truck - T370	23.70	
Maintenance Truck	19.30	
Water Truck	34.20	
Gang Truck	14.10	
Flatbed Truck - 24'	15.70	
1/2 Ton Pickup Truck	10.50	
Mid-size Pickup Truck	10.50	
3/4 Ton Pickup Truck	12.60	
1 Ton Pickup Truck	12.60	
Excavator - 349	149.10	
Excavator - 336	109.80	
Forklift	12.10	
Loader Backhoe - 430	47.80	
Loader Backhoe - 410	42.00	
Loader Backhoe - 310	42.00	
Hydro Crane - 30ton	59.90	
Hydro Crane - 50ton	72.00	
Hydro Crane - 60ton	72.00	
Hydro Crane - 65ton	86.10	
Hydro Crane - 80ton	140.00	
Lattice Crane - 110ton	110.00	
Reachlift	31.00	
Motor Grader - 14	93.00	

EXHIBIT C-7

GMP, COST OF WORK AND FEE

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Skip Loader	24.00	
Wheel Loader - IT-28	49.40	
Wheel Loader - 950	59.90	
Wheel Loader - 962	65.10	
Skid Steer - 246	30.00	
Air Compressor	15.80	
Compactor - MVH-408	18.00	
Street Sweeper - VT651	33.72	
Street Sweeper - Lay-mor 8H	17.90	
Welder - 300	7.10	
Generator - 160	35.00	
Pipe Threader	31.50	
Scissor Lift	5.30	
Boom Lift	42.20	
Dump Trailer - 6'x10'	3.70	
Flatbed Trailer - up to 4-1/2ton	6.80	
Utility Trailer - 6'x12'	6.80	
Fuel/Lube Trailer	24.20	
Traffic Trailer	73.00	
Light Tower	10.50	
Water Tower - 10,000gal	5.95	
Water Trailer - 500gal	3.30	

*****END OF EXHIBIT C*****

EXHIBIT C-8

GMP, COST OF WORK AND FEE

EXHIBIT D

ALLOWANCES AND ALLOWANCE AMOUNTS

Pleasant Grove Wastewater Treatment Plant Expansion Project

The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Item #	Allowance Description	Allowance Amount
1	Contractor hauling a minimum of 80,000 gallons of digester seed sludge from the City's Dry Creek Wastewater Treatment Plant to the Project site per Specification Section 01 12 16, WORK SEQUENCE.	\$10,000.00
2	Unforeseen conditions associated with Contractor activities per Specification Section 02 00 03, TANK AND WET WELL CLEANING. Contractor removal of the liquid and solid content from, and cleaning of the WAS Holding Tanks and the WAS/RAS Wet Well, dewatering of the material removed from the WAS Holding Tanks and the WAS/RAS Wet Well, and transportation and disposal of the dried sludge are required known Work and are not to be paid for with this allowance.	\$30,000.00
3	Miscellaneous office equipment and furnishings not specified in Specification Section 01 52 00, CONSTRUCTION FACILITIES. This allowance shall only be used for the purchase price and any associated tax for items not specified in Section 01 52 00.	\$15,000.00
4	Painting and coatings quality insurance/quality control inspection and testing in accordance with Section 09 96 00, paragraph 1.05.E	\$200,000.00
5	Handling, hauling and disposal of existing stockpiled material within the digester area as identified by the City.	\$140,000.00
6	Labor and equipment to support the City with unforeseen maintenance or modification of existing PGWWTP facilities as identified by the City.	\$100,000.00

DUTIES OF CONTRACTOR

- A. Plan allowance Work collaboratively with the Construction Manager and City's Representative to control allowance costs and avoid impacts to the Progress Schedule.
- B. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
- C. Obtain competitive proposals from material suppliers, including:
 - 1. Quantity.
 - 2. Complete description of product and services provided under allowance.
 - 3. Unit cost.
 - 4. Total amount of purchase.

EXHIBIT D-1

ALLOWANCES AND ALLOWANCE AMOUNTS

- 5. Taxes and delivery charges.
- D. On notification of selection, enter into purchase agreement with designated supplier.
- E. Arrange for delivery and unloading.
- F. Install products in accordance with Contract Documents.
- G. 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.

- H. 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.

DUTIES OF CONSTRUCTION MANAGER

- A. Consult with Contractor and City in consideration of equipment or material and suppliers.
- B. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
- C. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
- D. Notify Contractor of final equipment, supplier or system selection to allow Contractor to begin submittal and procurement.
- E. Review cost to date information submitted by the Contractor and prepare Change Orders as required for City approval.

ADJUSTMENT OF COSTS

- A. 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.
- B. 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

DESIGNATION OF SUBCONTRACTORS

Pleasant Grove Wastewater Treatment Plant Expansion Project

In accordance with California Public Contracting Code Section 4100, et seq., the Contractor certifies that the following licensed subcontractors will perform work or labor or render service to Contractor in or about the construction of the Work, or will specifically fabricate and install a portion of the Work according to Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the GMP.

Work to be Performed	Subcontractor's License Number and Classification(s) and DIR Registration Number	Subcontractor's Name and Complete Street Address
Asphalt Paving	License: 726454 Classification: A DIR: 1000000017	Martin Brothers Construction 8801 Folsom Blvd, Suite 260 Sacramento, CA 95826
Falsework	License: 858633 Classification: C-61/D39 DIR: 1000000114	Skyline Scaffold, Inc. 3131 52 nd Ave Sacramento, CA 95823
Reinforcing Steel	License: 778010 Classification: C50 DIR: 1000000114	CMC Rebar 12451 Arrow Route Etiwanda, CA 91739
Prestressed Concrete Tank	License: 462977 Classification: A DIR: 1000020008	Ward-Henshaw Construction Co. 505 N Baker Dr Canby, OR 97013
Masonry	License: 186559 Classification: C29 DIR: 1000000879	Townsend & Schmidt Masonry 8788 Elder Creek Rd Sacramento, CA 95828
Painting and Coating	License: 819987 Classification: C33 DIR: 1000008947	Mason Painting, Inc. 3242 Luyung Dr Rancho Cordova, CA 95742
Bridge Cranes	License: 456362 Classification: C-61/D07 DIR: 1000005531	Allied Cranes, Inc. 855 North Parkside Dr Pittsburg, CA 94565
Fire Sprinkler Systems	License: 793205 Classification: C16 & B DIR: 1000006192	RMC Fire Protection, Inc. 350 Enterprise Place Tracy, CA 95304

EXHIBIT E-1

DESIGNATION OF SUBCONTRACTORS

Work to be Performed	Subcontractor's License Number and Classification(s) and DIR Registration Number	Subcontractor's Name and Complete Street Address
HVAC	License: 821827 Classification: B, C-4, C-7, C20, C36, C43 DIR: 1000000065	James Long Construction Services, Inc. 8560 Younger Creek Dr, #1 Sacramento, CA 95828
Electrical & Instrumentation	License: 410103 Classification: C10 DIR: 1000002857	San Joaquin Electric, Inc. 2342 Teepee Dr Stockton, CA 95205
Prefabricated Aluminum Covers	License: 953403 Classification: C-61/D24 DIR: 1000027657	Hallsten Corporation 6944 34 th St North Highlands, CA 95660

*****END OF EXHIBIT E*****

EXHIBIT E-2

DESIGNATION OF SUBCONTRACTORS

EXHIBIT F

COMPLETION TIMES AND LIQUIDATED DAMAGES

Pleasant Grove Wastewater Treatment Plant Expansion Project

Times Allowed for Completion

In accordance with the provisions of Article 9.2, CONTRACT TIME, the following milestone completions, completion periods, substantial completion and final completion contract times 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:

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
Milestone B: Substantial Completion of yard piping for potable water, utility water, and sanitary sewer extending to the Energy Recovery Project boundary completed.	390
Milestone D: Substantial Completion of roadway grading and motorized entry gate shall be completed.	420
Milestone E: Substantial Completion of Phase A startup and commissioning complete per Section 01 12 16. Digester gas is generated by the new Anaerobic Digestion system and conveyed to the Energy Recovery Project.	730
Milestone F: Substantial Completion of all Work	910
Milestone G: Final Completion of all Work	940

The requirements for Substantial Completion are set forth in Article 12.12 of the Agreement. See Section 01 12 16 – WORK SEQUENCE for a complete listing and description of the Project milestones.

Damages for Delays

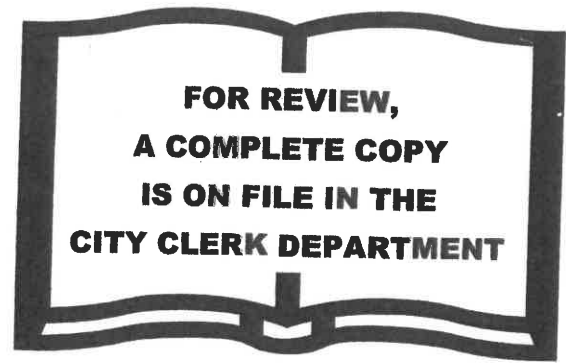
In accordance with the provisions of Article 9.5, **Liquidated Damages**, for the period of time that any portion of the Work remains unfinished after the time fixed in above **Times Allowed for Completion**, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Contractual Completion Event	Daily Liquidated Damages
Milestone B: Substantial Completion of yard piping for potable water, utility water, and sanitary sewer extending to the Energy Recovery Project boundary completed.	\$2,500.00
Milestone D: Substantial Completion of roadway grading and motorized entry gate shall be completed.	\$2,500.00
Milestone E: Substantial Completion of Phase A startup and commissioning complete per Section 01 12 16. Digester gas is generated by the new Anaerobic Digestion system and conveyed to the Energy Recovery Project.	\$3,500.00
Milestone F: Substantial Completion of all Work	\$5,000.00
Milestone G: Final Completion of all Work	\$1,600.00

Weather Days

In accordance with the provisions of Article 9.4.2.C, Weather Delays, an allowance of twenty (20) working days of weather caused delay have been included in the time allowed for completion. 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 as specified in Section 01324-1.09, WEATHER CONDITIONS AND WEATHER DAY ALLOWANCE.

*****END OF EXHIBIT F*****



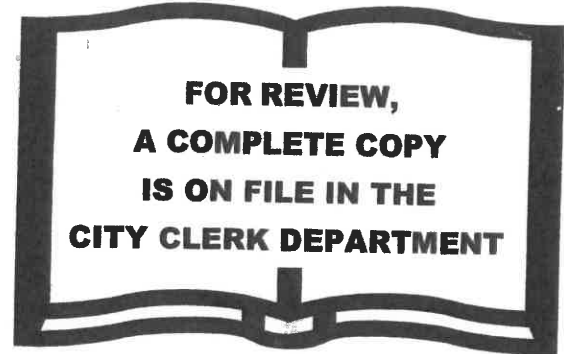
CONTRACT DOCUMENTS
VOLUME 1 of 4:
REQUEST FOR BID PROPOSAL (RFBP)

FOR
DESIGN-ASSIST AND CONSTRUCTION
OF
PLEASANT GROVE WASTEWATER TREATMENT PLANT
EXPANSION PROJECT

INCLUDING:

**Bid Proposal Selection Process, Instructions,
Requirements and Forms**

June 3, 2019



CONTRACT DOCUMENTS FOR

***DESIGN-ASSIST AND CONSTRUCTION OF
PLEASANT GROVE WASTEWATER TREATMENT
PLANT EXPANSION PROJECT***

VOLUME 2 of 4: AGREEMENT

INCLUDING:

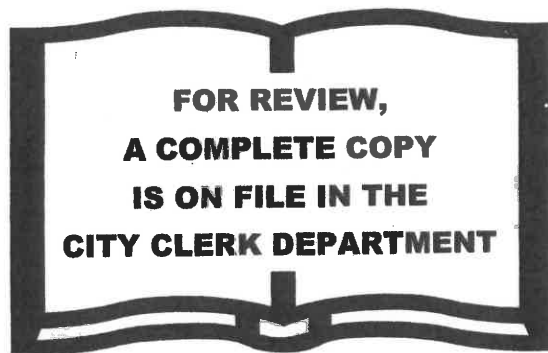
Agreement and Agreement Exhibits

June 3, 2019

Note: Final Executed Agreement will be conformed to all Addenda and incorporate final negotiations with Proposer prior to award of Agreement.

FINAL DESIGN SUBMITTAL - NOT FOR CONSTRUCTION

**CITY OF ROSEVILLE
PLEASANT GROVE
WASTEWATER TREATMENT PLANT
EXPANSION PROJECT**



PREPARED FOR:
CITY OF ROSEVILLE

5051 WESTPARK DRIVE
ROSEVILLE, CA 95747

ROSEVILLE CONTRACT NO.
30950-6130/153507-45

K/J PROJECT NO. 1570016

**SPECIFICATIONS
VOLUME 3 OF 4**

OCTOBER 2018

**Kennedy/Jenks Consultants
Engineers & Scientists**

FINAL DESIGN SUBMITTAL - NOT FOR CONSTRUCTION

CITY OF ROSEVILLE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT



PREPARED FOR:
CITY OF ROSEVILLE

5051 WESTPARK DRIVE
ROSEVILLE, CA 95747

ROSEVILLE CONTRACT NO.
30950-6130/153507-45

K/J PROJECT NO. 1570016

OCTOBER 2018

DRAWINGS VOLUME 4 OF 4

APPROVED		DATE	5-14-19
RICHARD P. LECKER, PE		DIRECTOR OF ENVIRONMENTAL UTILITIES	
APPROVED		DATE	5-8-2019
KEN GUTZMAN, PE		WASTEWATER UTILITY MANAGER	
APPROVED		DATE	5/8/19
GEORGE HANSON, PE		SENIOR ENGINEER	
SUBMITTED		DATE	10/1/18
LYLOD WERNER, PE		PROJECT MANAGER	

Kennedy/Jenks Consultants

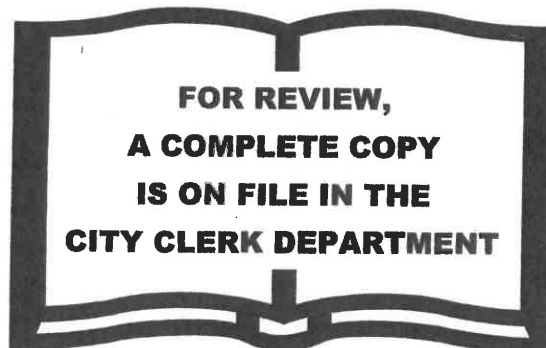
Engineers & Scientists

FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT



**PLEASANT GROVE
WASTEWATER
TREATMENT PLANT
EXPANSION PROJECT**

ADDENDA





COUNCIL COMMUNICATION

CC #: 0397

File #: 0206-03-01

Title: Creekview Community Facilities District No. 1, Public Facilities - Resolution of Formation

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 9.1.

RECOMMENDATION TO COUNCIL

It is recommended that City Council adopt the following resolutions and ordinance (attached):

- A Resolution of Formation of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District
- A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)
- A Resolution Calling Special Election of the City of Roseville Regarding the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)
- A Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien Regarding City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)
- An Ordinance of the City Council of the City of Roseville Levying Special Taxes Within City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)

BACKGROUND

On October 2, 2019 City Council adopted Resolution 19-422, to Form a Community Facilities District and Levy a Special Tax in Creekview Community Facilities District No. 1 (Public Facilities), and set November 6, 2019 at 6:00 p.m., as a time and place to conduct a public hearing.

The objective of establishing a Community Facilities District (CFD) is to create a land-secured funding mechanism to be used to fund construction of authorized facilities of the CFD. With consideration to the anticipated phasing of development, the CFD will consist of two (2) improvement areas. The Project is approximately 503.2 acres of property that has been approved

for the development of 2,011 residential units, 9.2 acres of commercial/business professional uses, a school site, 16 acres for parks, roughly 138 acres of open space, and 39.8 acres of urban reserve.

There are no bonds being issued at this time. Prior to bond issuance, the Preliminary Official Statement and other related documents will be presented for Council approval.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The formation of the District will 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 formation of a public facilities CFD meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-456

Resolution No. 19-457

Resolution No. 19-458

Resolution No. 19-459

Ordinance to Levy Special Taxes

Hearing Report

Public Hearing Notice

Notice of Special Tax Lien

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, on October 2, 2019, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Intention"), stating its intention to form "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" (the "CFD"), and "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention, describing a map of the proposed boundaries of the CFD and the Future Annexation Area, including territory within the CFD to be designated, pursuant to Section 53350 of the Act, as "Improvement Area No. 1 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" ("Improvement Area No. 1"), and stating the facilities and services to be provided by the CFD, the rate and method of apportionment of the special tax to be levied within the CFD, and the expectation to use bonds to finance authorized facilities, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, the facilities and services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a report caused to be prepared by the Chief Financial Officer of the City (the "Report") as to the facilities and services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the proposed establishment of the CFD, the furnishing of specified types of facilities and services and the rate and method of apportionment

of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax or 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, written protests against the proposed establishment of the Future Annexation Area and future annexation of parcels therein to the CFD have not been filed with the City Clerk by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the proposed boundaries of the CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area, (iii) owners of one-half or more of the area of land in the proposed CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The establishment of the CFD, the furnishing of specified types of facilities and services and the rate and method of apportionment of the special taxes within the CFD have not been precluded by majority protest pursuant to Section 53324 of the Act and the establishment of the Future Annexation Area, the furnishing of specified types of facilities and services therein and the establishment of the Future Annexation Area have not been precluded by majority protest pursuant to Section 53339.6 of the Act.
3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the Future Annexation Area, and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of CFD and Future Annexation Area; Designation of Improvement Area**
No. 1. "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" is hereby established pursuant to the Act and "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" is hereby established as a Future Annexation Area to the CFD pursuant to the Act.

Within the CFD an area to be known as "Improvement Area No. 1 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" is hereby designated in accordance with Section 53350 of the Act.

5. **Future Annexations.** Territory annexed to the CFD from the Future Annexation Area shall be annexed into an improvement area (each, an "Improvement Area"), including into an Improvement Area established prior to such annexation, or into one or more separate Improvement Areas to be formed at the time of such annexation.

Parcels within the Future Annexation Area shall be annexed only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings.

The designation of a parcel or parcels as an Improvement Area shall be specified and approved by the Unanimous Approval at the time that the parcel or parcels are annexed to the CFD. After the designation of a parcel or parcels as an Improvement Area, the establishment of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from other areas of the CFD, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such Improvement Area, all without any requirement for further public hearings or additional proceedings.

6. Boundaries of CFD, Improvement Area No. 1 and Future Annexation Area. The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on October 11, 2019 in Book 3 at Page 89, as Document No. 2019-0079578 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, respectively.

7. Description of Facilities and Services. The type of public facilities and services proposed to be financed by the CFD pursuant to the Act shall consist of those items listed as facilities and services in Exhibit B hereto and by this reference incorporated herein (the "Facilities" and "Services"). The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds).

The Services authorized are those in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof and, as to annexed territory, will not supplant services already available within the territory of the territory annexed from the Future Annexation Area. The City intends to provide the Services on an equal basis within the original territory of the CFD and, when it has been annexed to the CFD, the territory within the Future Annexation Area.

Upon designation of a parcel or parcels as within a new Improvement Area, the Facilities financed by such area may include facilities which differ from other areas of the CFD as set forth in the Unanimous Approval, and shall be financed only by the parcel or parcels within such improvement area, without any requirement for further public hearings or additional proceedings. Bonds may be issued secured by special taxes of any single Improvement Area or any combination of Improvement Areas.

8. Special Tax.

a. Except to the extent that funds are otherwise available to pay for the Facilities and/or Services, to pay the principal and interest on bonds and other debt (as defined in the Act) of the CFD issued for any Improvement Area, to the repayment of funds advanced by the City for the CFD or any Improvement Area and including the repayment under any agreement (which shall not constitute a debt or liability of the City) of advances of funds or reimbursement for the lesser of the value or cost of work in-kind provided by any person for any Improvement Area, a special tax (the respective "Facilities Special Tax" and "Maintenance Special Tax" and together, the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real

property is intended to be levied annually and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the CFD to estimate the maximum amount such owner will have to pay, is attached hereto as Exhibit A and is hereby incorporated herein (the "Rate and Method").

c. The Special Tax shall be levied in the amount and for the duration set forth in the applicable Rate and Method. The Special Tax to finance the Facilities to be levied on any parcel used for private residential purposes in any Improvement Area shall not be levied beyond the period of time permitted in the Rate and Method, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Special Tax levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10 percent, in contravention of the Act, including Section 53321(d) of the Act.

After the designation of a parcel or parcels as within an Improvement Area other than Improvement Area No. 1, the Rate and Method may differ from other Improvement Areas of the CFD, all as set forth in the Unanimous Approval, which shall be in sufficient detail to allow each landowner within such Improvement Area to estimate the maximum amount such owner will have to pay, and shall apply only to the parcel or parcels within such Improvement Area. For any Improvement Area established from parcels in the Future Annexation area, any amendments to the Rate and Method shall be applicable only to such Improvement Area, shall be described in the Unanimous Approval shall be implemented and completed without any requirement for City Council approval or any further public hearings or proceedings, as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City and paid for by the applicable property owner(s) submitting the Unanimous Approval.

(ii) The rate and method of apportionment of special tax for the new improvement area, to the extent that the same services and/or facilities are to be financed by the Improvement Area as are financed by the initial CFD, does not establish a maximum special tax amount for the initial fiscal year in which the special tax may be levied for any category of special tax that is greater than 120% of the maximum amount of the same category of special tax for the same fiscal year under the Rate and Method for the initial CFD, and the special tax for any new category bears a reasonable relationship to existing categories, as determined by staff of the City.

(iii) The rate and method of apportionment of special tax for the new improvement area has a consistent special tax interval with existing areas of the CFD.

(iv) The rate and method of apportionment of special tax for the new improvement area is consistent with the terms of any development agreement applicable to the parcels in the new improvement area.

(v) The rate and method of apportionment of special tax for the new improvement area sets forth a termination date of any component of the special tax to be used to finance facilities.

(vi) As to each Improvement Area, except to the extent that funds are otherwise available to the Improvement Area to pay for the Facilities and Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Improvement Area, is intended to be levied annually, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council.

No supplements or amendments to the Rate and Method established in connection with the annexation of territory to an Improvement Area shall cause the maximum tax rate in the then-existing territory of the CFD to increase.

d. As required by Section 53339.3(d) of the Act, the Council hereby determines that the Special Tax proposed to pay for one or more Facilities to be supplied within the Future Annexation Area will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD, except that (i) a higher Special Tax may be levied within any Improvement Area to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in any other Improvement Area, less any depreciation allocable to the financed Facilities and (ii) a higher Special Tax may be levied within any Improvement Area established from the Future Annexation Area to pay for new or additional Facilities, with or without bond financing.

As required by Section 53339.3(d) of the Act, the Council hereby further determines that the Special Tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any Special Tax levied to pay for the same Services in the in other areas of the CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in other areas of the CFD. In so finding, the Council does not intend to limit its ability to levy a Special Tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD and the Improvement Areas.

9. **Increased Demands.** It is hereby found and determined that the Facilities and Services are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

10. **Responsible Official.** The Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

11. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

Upon annexation into the CFD by Unanimous Approval, the Clerk shall record an amended notice of special tax lien pursuant to Section 3117.5 of the Streets & Highways Code, or a new notice of special tax lien pursuant to Section 3114.5, as appropriate.

12. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$218,000,000, initially allocated as follows: (i) for Improvement Area No. 1, the appropriations limit is \$81,000,000 and (ii) for the portion of the Future Annexation Area, the appropriations limit is not to exceed \$137,000,000; and said CFD appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

The designation as an improvement area of any territory annexing to the CFD, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD.

13. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this City Council.

14. **Effective Date.** This resolution shall take effect upon its adoption.

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of _____, 2019, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A

City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of 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 map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.

- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" means a Parcel or Parcels annexed to the CFD after formation. Parcels annexed into the CFD after formation shall be placed into a new Improvement Area and will not be included in Improvement Area No. 1. The Maximum Annual Special Tax will be assigned to Parcels in the Future Annexation Area using the provisions of **Section 4**. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and shall be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these:

- a. Debt Service to be paid from Facilities Special Taxes.
- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.

- d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- f. Authorized Pay-As-You-Go Costs.
- g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in **Attachment 1**.

"Authorized Facilities" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded, as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2019, and ending June 30, 2020.

"Bond(s)" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means Creekview Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California, including all Improvement Areas therein.

"Chief Financial Officer" or **"CFO"** means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Deferral Bonding Period.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

“Development Agreement” means the Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennet West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville, LP, and Chuang relative to the Creekview Specific Plan dated November 28, 2012, and assigned to Anthem United Developments, LP on May 24, 2019, or as may be amended from time to time.

“Development Impact Fee Deferral” means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

“Development Plan” means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

“Expected Land Use(s)” means, for each Improvement Area, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

“Facilities Special Tax” means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2 and 3**, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Full Prepayment” means the fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“High Density Residential” means, per the Creekview Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross

developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

“Improvement Area” means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

“Improvement Area No. 1” means the area designated as such on **Map 1**. The area included in Improvement Area No. 1 will be included in the initial boundaries of the CFD.

“Initial Bonding Period” means the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Initial Bonding Period.

“Large Lot Parcel” means a Parcel created by a Large Lot Subdivision Map.

“Large Lot Subdivision Map” means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Low Density Residential” means, per the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

“Maintenance Special Tax” means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

“Market-Rate Unit” means a Unit that is not an Affordable Unit.

“Maximum Annual Special Tax” means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4**.

“Maximum Annual Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

“Maximum Annual Maintenance Special Tax” means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

“Maximum Annual Special Tax Rate” means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

“Maximum Annual Facilities Special Tax Revenue” means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

“Maximum Annual Maintenance Special Tax Revenue” means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

“Maximum Annual CFD Special Tax Revenue” means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

“Medium Density Residential” means, per the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

“Mixed Use Parcel” means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

“Multifamily For-Rent” or **“Multifamily For-Rent Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor’s Parcel Number.

“Multifamily For-Sale” or **“Multifamily For-Sale Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor’s Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

“Nonresidential Use” means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

“Original Parcel” means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

“Parcel” means any Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Partial Prepayment” means the partial fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“Pay-As-You-Go Costs” means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 2, 3, and 4.**

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.h.**

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2084-85, and, for parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the earlier of (a) after the Initial Bonding period for that Improvement Area, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area.

"Transition Year" means, for each Improvement Area separate from the other, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

Improvement Area No. 1

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

Future Annexation Area Parcels

For parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to each Improvement Area on a stand-alone basis. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1 at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are

multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Facilities Special Tax per Unit or Acre shown in **Attachment 2** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. Annexation Parcels will be included in a new Improvement Area and not be annexed into Improvement Area No. 1. **Attachments 1 or 2** shall be amended, or a new attachment created, to include the new Improvement Area, the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, **Attachments 1, 2, and 3** should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.
 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax

for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.

- C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign

the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
- B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.

- C. Sum the results from **Section 4.d.4.A** and **Section 4.d.4.B.** and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
- D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.
- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 1, 2, or 3** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 1, 2, or 3**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.
- h. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code.

An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Separately, the provisions of Section 5 shall apply to each Improvement Area. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in

connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5 and 6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

Separately for each Improvement Area, the Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.
- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. Following the Transition Even, the Maximum Annual Maintenance Special Tax will be assigned to each

Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4 and 5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

Separately for each Improvement Area, the Administrator shall follow the special tax levy procedures described below.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. For example, if a builder made a partial prepayment of 15 percent, a subsequent owner could make another partial prepayment of 10 percent or 35 percent bringing the total sum or partial prepayments to 25 percent or 50 percent respectively of the Full Prepayment. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

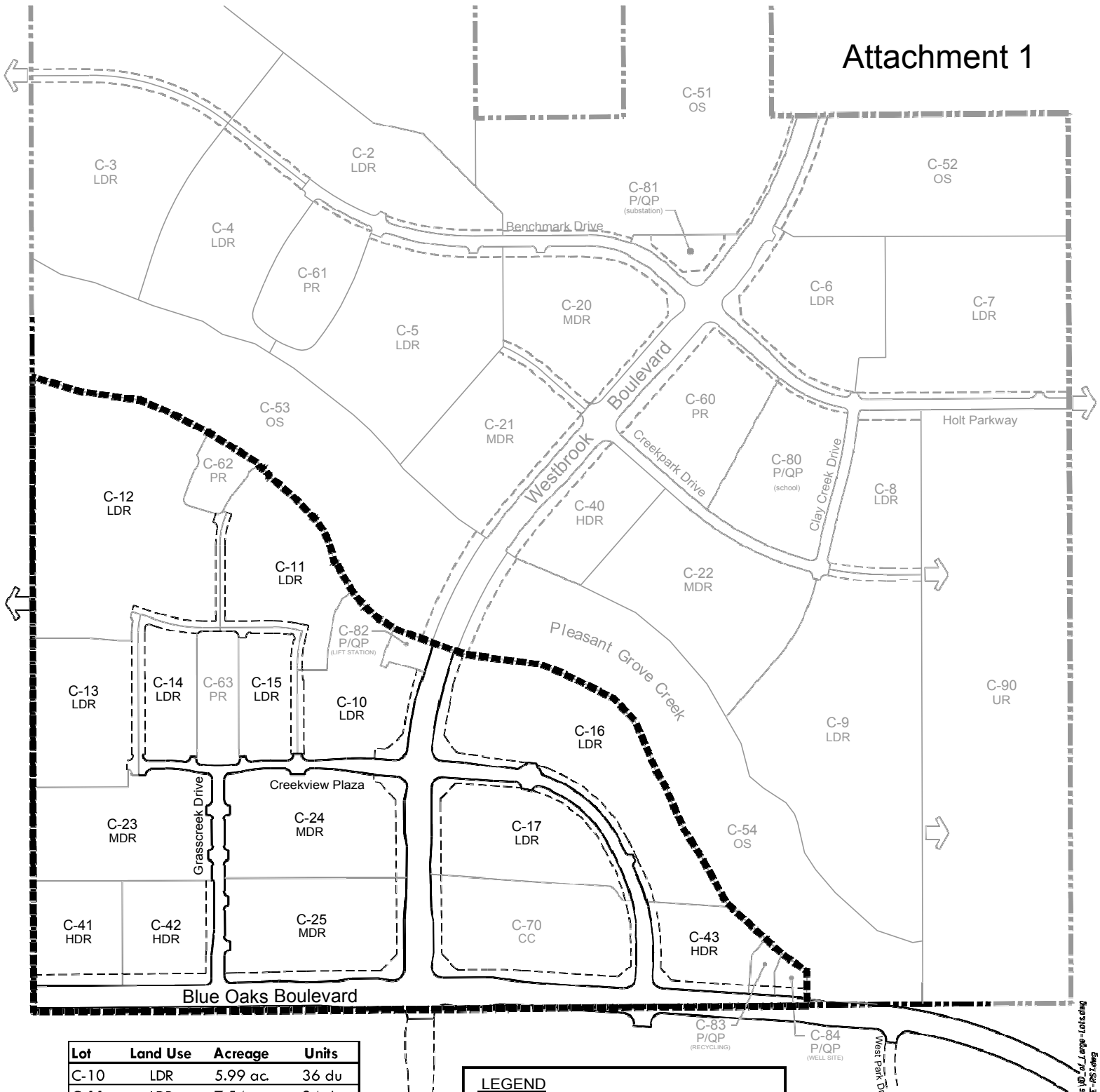
Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

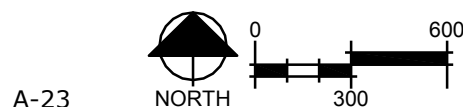


Lot	Land Use	Acreage	Units
C-10	LDR	5.99 ac.	36 du
C-11	LDR	7.54 ac.	34 du
C-12	LDR	18.72 ac.	95 du
C-13	LDR	7.20 ac.	50 du
C-14	LDR	3.72 ac.	20 du
C-15	LDR	3.59 ac.	20 du
C-16	LDR	12.93 ac.	71 du
C-17	LDR	6.92 ac.	36 du
C-23	MDR	8.13 ac.	61 du
C-24	MDR	8.12 ac.	59 du
C-25	MDR	7.25 ac.	62 du
C-41	HDR	4.27 ac.	127 du
C-42	HDR	4.33 ac.	136 du
C-43	HDR	3.88 ac.	116 du
Total		102.59 ac.	923 du

LEGEND

----- Proposed CFD Boundary

Creekview Community Facilities District #1 Identification of Large Lots



Attachment 2
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$2,420.00	\$0.00
Medium Density Residential (MDR)	\$1,910.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$650.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$650.00	\$0.00
Affordable Medium Density Residential	\$955.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$11,900.00	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Creekview CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2019-20 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned	Assigned	Assigned
			Acres	Planned Units		Maximum Annual Facilities Special Tax per Unit	Maximum Annual Facilities Special Tax per Taxable	Maximum Facilities Special Tax per Village
Improvement Area No. 1						[2] [3]	[2] [3]	[2] [3]
C-10	017-101-050	LDR	5.99	36	6.01	\$2,420	\$0	\$87,120
C-11	017-101-050	LDR	7.54	34	4.51	\$2,420	\$0	\$82,280
C-12	017-101-050	LDR	18.72	95	5.07	\$2,420	\$0	\$229,900
C-13	017-101-050	LDR	7.20	50	6.94	\$2,420	\$0	\$121,000
C-14	017-101-050	LDR	3.72	20	5.38	\$2,420	\$0	\$48,400
C-15	017-101-050	LDR	3.59	20	5.57	\$2,420	\$0	\$48,400
C-16	017-101-050	LDR	12.93	71	5.49	\$2,420	\$0	\$171,820
C-17	017-101-050	LDR	6.92	36	5.20	\$2,420	\$0	\$87,120
C-23	017-101-050	MDR	8.13	61	7.50	\$1,910	\$0	\$116,510
C-24	017-101-050	MDR	8.12	59	7.27	\$1,910	\$0	\$112,690
C-25	017-101-050	MDR	7.25	52	8.55	\$1,910	\$0	\$99,320
	017-101-050	MDR - Affordable		10		\$955	\$0	\$9,550
	Total C-25		7.25	62				\$108,870
C-41		HDR	4.27	47	29.74	\$650	\$0	\$30,550
	017-101-050	HDR - Affordable		80		\$0	\$0	\$0
	Total C-41		4.27	127				\$30,550
C-42		HDR	4.33	55	31.41	\$650	\$0	\$35,750
	017-101-050	HDR - Very Low Affordable		81		\$0	\$0	\$0
	Total C-42			136				\$35,750
C-43		HDR	3.88	116	29.90	\$650	\$0	\$75,400
C-62	017-101-050	Park	1.54	n/a		\$0	\$0	\$0
C-63	017-101-050	Park	2.53	n/a		\$0	\$0	\$0
C-70	017-101-050	CC	9.22	n/a		\$0	\$0	\$0
C-82	017-101-050	PQP	0.65	n/a		\$0	\$0	\$0
C-83	017-101-050	PQP	0.59	n/a		\$0	\$0	\$0
C-84	017-101-050	PQP	0.51	n/a		\$0	\$0	\$0
LC-1	017-101-050		5.77			\$0	\$0	\$0
LC-2	017-101-050							
LC-3	017-101-050							
LC-4	017-101-050							
Totals			123.40	923				\$1,355,810

att3

[1] Indicates village identifier assigned by City in the Creekview Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$0.00	\$1,210.00
Medium Density Residential (MDR)	\$0.00	\$955.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$325.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$325.00
Affordable Medium Density Residential	\$0.00	\$477.50
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2019.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2019 BY IT'S RESOLUTION NO. _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT THE HOUR OF ____ O'CLOCK __ M IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____

RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

EXHIBIT B

CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

LIST OF AUTHORIZED FACILITIES AND SERVICES

Authorized Facilities

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Section 3.5.2, including but not limited to;

- Creekview Plaza Drive
-
- Westbrook Boulevard.
- Westpark Boulevard.
- Blue Oaks Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcel C-84.
- Recycled water lines in/associated with authorized facility roads.
- Recycled water distribution facilities as required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Off-site Sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the West Roseville Specific Plan and the Pleasant Grove Wastewater Treatment Plant.
- Off-site Sewer lines (DA Section 3.25)

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites planned on Specific Plan Parcels C-60, C-61, C-62, C-63
- Construction of Paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels C-50, C-51, C-52, C-53, C-54.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Off-Site electric facilities as described in DA Section 3.11.2.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure associated with development within the CFD, including the project's pro-rata contribution to the land acquisition, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Class 1 bike trail construction.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether City fees, County fees or standard K-12 school fees levied at the time of the issuance of a building permit or required as part of the DA or Mitigation Agreement for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City-Wide Park and Bike Trail Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land

acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Creekview Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-457

**A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

WHEREAS, on October 2, 2019, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Intention"), stating its intention to form "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" (the "CFD"), and "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, also in the Resolution of Intention, this Council further stated its intention to create and initial improvement area within the CFD and determined that it may be necessary to designate additional improvement areas in the CFD as a result of the annexation of territory from the Future Annexation Area (each, a "Future Improvement Area"); and

WHEREAS, on October 2, 2019, this City Council also adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND IMPROVEMENT AREAS THEREIN" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness secured by land within the boundaries of the CFD and the Future Annexation Area for the purpose of financing the costs of certain facilities specified in the Resolution of Intention; and

WHEREAS, this City Council has held a noticed public hearing as required by the Act about the determination to proceed with the formation of the CFD and the establishment of the Future Annexation Area, the provision of certain public facilities and services by the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on the proposed bonded indebtedness in the CFD and the administrative costs of the City relative to the CFD; and

WHEREAS, subsequent to the public hearing, this City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX

THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT” (the “Resolution of Formation”); and

WHEREAS, under the Act, for purposes of financing or contributing to the financing of public facilities, the City Council may designate areas within the CFD as separate improvement areas, and in the Resolution of Formation the City designated an area to be known as “Improvement Area No. 1” and provided that additional improvement areas may be designated as to parcels within the Future Annexation Area; and

WHEREAS, this City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals.** The foregoing recitals are true and correct.

2. **Necessity.** This City Council deems it necessary to incur bonded indebtedness for the CFD, including the Future Annexation Area, in the maximum aggregate principal amount of \$218,000,000 (the “Authorization”), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is \$81,000,000 and (ii) for the portion of the Future Annexation Area, the bonded indebtedness limit is not to exceed \$137,000,000 (the “Future Improvement Area Indebtedness Limit”) for the purpose of financing the costs of all or a portion of the facilities defined in the Resolution of Formation (the “Facilities”) for the property in the initial boundaries of the CFD, including, but not limited to, the costs of issuing and selling bonds to finance all or a portion of the Facilities and the costs of the City in establishing and administering the CFD.

In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the maximum indebtedness of each such Future Improvement Area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD, as described in the Resolution of Formation, at the time of the annexation as an allocation of the Future Improvement Area Indebtedness Limit, subject to review and approval by an authorized officer of the City, and the amount of the maximum indebtedness for the Future Improvement Area shall be subtracted from the Future Improvement Area Indebtedness Limit.

3. **Bonds for CFD.** Bonds in the maximum amounts set forth in the preceding section are hereby authorized subject to voter approval. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes secured by the special tax levied in the initial boundaries of the CFD, and shall not include bonds described in Section 53364.2(e) of the Act. The bonds may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as the Council or its designee shall determine, at the time or times of sale of such bonds; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and the bonds or any series thereof shall have a maximum term of not to exceed forty (40) years.

In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, bonds in the maximum amount for each such Future Improvement Area shall be identified in the Unanimous Approval at the time of the annexation as an allocation of the Future Improvement Area Indebtedness Limit and the Unanimous Approval shall constitute the voter approval of such amount by the property owner or owners.

Bonds may be issued secured by special taxes of any single improvement area or any combination of improvement areas, in amounts not in excess of the bonded indebtedness authorization amounts established herein.

4. **Election.** The proposition of incurring the bonded indebtedness herein authorized shall be submitted to the qualified electors of the CFD and shall be consolidated with elections on the proposition of levying special taxes within the CFD and the establishment of an appropriations limit for the CFD pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this City Council. The initial qualified electors of the CFD are the landowners of the parcels within Improvement Area No. 1. In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the Unanimous Approval shall constitute the voter approval of the proposition of incurring the bonded indebtedness with respect to such Future Improvement Area by the property owner or owners.

5. **Effective Date.** This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the ____ day of _____, 2019, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-458

A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, the City Council (the “City Council”) of the City of Roseville (the “City”) has adopted a resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT” (the “Resolution of Formation”), ordering the formation of the “City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)” (the “CFD”) and Improvement Area No. 1 therein, and “City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)”, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, this City Council has also adopted a resolution entitled “A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)” (the “Resolution Determining Necessity”), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$ \$218,000,000, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1 the “Future Annexation Area”, \$137,000,000, pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution Determining Necessity, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Issues Submitted.** Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit for the initial boundaries of the CFD shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. **Qualified Electors.** This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and

that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings.

3. **Conduct of Election.** This City Council hereby calls a special election to consider the measures described in section 1 above, which election shall be held on November 6, 2019, and the results thereof canvassed at the meeting of this City Council on November 6, 2019. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 6:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This City Council hereby finds that paragraphs (a), (b), and (c) (1) of Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. **Ballot.** As authorized by Section 53353.5 of the Act, the three propositions described in section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the election official.

5. **Waivers.** This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. **Accountability.** The City Council hereby finds that the proposed debt issuance constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds shall be applied only to the purposes set

forth in the propositions; (c) the proceeds of any bonds shall be deposited into special accounts to be created therefor as part of the issuance of the bonds; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of _____, 2019, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Roseville no later than the hour of 6:00 p.m. on November 6, 2019, either by mail or in person. The City Clerk's office is located at 311 Vernon Street, Roseville, California 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Roseville and obtain another.

The amount of money to be raised annually by the special tax within the initial boundary of the CFD is \$1,355,810 in the base year (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2019-20, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization

YES:_____

NO:_____

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

Number of Acres: _____

Number of Votes: _____

Property Owner:

_____, a _____

By: _____

Name : _____

Its: _____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-459

**A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING
RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

WHEREAS, the City Council (the "City Council") of the City of Roseville (the "City") has adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" (the "CFD") and Improvement Area No. 1 therein, and "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)", authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, this City Council has also adopted a resolution entitled "A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)" (the "Resolution of Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000, pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation and the Resolution Necessity and pursuant to "A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)" (the "Election Resolution") heretofore adopted by this City Council the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals.** The foregoing recitals are all true and correct.
2. **Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD, the incurring of a bonded indebtedness in the maximum aggregate principal amount of \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000, and the approval of an annual appropriations limit in an amount equal to the bond authorization, all pursuant to the Resolution of Formation and the Resolution of Necessity.
3. **Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.
4. **Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.
5. **Notice of Tax Lien.** The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the Council of this Resolution.
6. **Effective Date.** This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of _____, 2019, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

I hereby certify that on November 6, 2019, I canvassed the returns of the election held on November 6, 2019, in the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) and the total number of ballots cast in said election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

Qualified Landowner Votes	Votes Cast	<u>YES</u>	<u>NO</u>
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City of Roseville Creekview
Community Facilities District
No. 1 (Public Facilities),
Special Tax Election, November 6, 2019

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2019-20, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization

YES:__

__

NO:__

__

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this _____ day of _____, 2019.

By: _____
City Clerk

EXHIBIT A

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING
SPECIAL TAXES WITHIN CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES
DISTRICT NO. 1 (PUBLIC FACILITIES)**

WHEREAS, on October 2, 2019, this City Council (the "City Council") of the City of Roseville (the "City"), adopted a resolution stating its intention to establish "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)" (the "CFD") and Improvement Area No. 1 therein, and "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance certain public services and the acquisition and construction of certain facilities; and

WHEREAS, parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, in connection with any future annexation, the City may designate a parcel or parcels as an improvement area (each, a "Future Improvement Area") within the CFD without additional hearings or procedures, and thereafter all proceedings for approval of the appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness for the improvement area, which may be different from other areas of the CFD, shall apply only to the Future Improvement Area; and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD and the Future Annexation Area, to provide for certain facilities and services, and to incur bonded indebtedness for the initial boundaries of the CFD in an amount not to exceed \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000; and

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the Future Annexation Area, and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the facilities and services and (ii) the issuance of not to exceed \$218,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$137,000,000 of bonded indebtedness secured by the special tax levied in the initial boundaries of the CFD (excluding bonds described in Section 53364.2(e) of the California Government Code) for the CFD; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, and the levy of said special taxes within the CFD were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled “A Resolution of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for such Community Facilities District (the “Resolution of Formation”), “A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)” (the “Resolution of Necessity”) and “A Resolution Calling Special Election of the City Council of the City of Roseville Regarding the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities),” which resolutions defined the public facilities and services to be financed by the CFD (the “Facilities” and “Services,” respectively), established the CFD and the Future Annexation Area, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on November 6, 2019, a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, as follows:

Section 1. By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) and each Future Improvement Area, if any, pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of special tax for the CFD set forth as an exhibit to the Resolution of Formation or the rate and method of apportionment of special tax for the Future Improvement Area set forth in the Unanimous Approval(s) for such Future Improvement Area (each, a “Rate and Method”), which Resolution of Formation and Unanimous Approval(s) are by this reference incorporated herein. For Future Improvement Areas, a different rate and method may be adopted if the annexed territory is designated as a separate improvement area, as provided in the Resolution of Formation. The special taxes for the payment of Facilities and Services are hereby levied commencing in fiscal year 2019-20 and in each fiscal year thereafter as provided in each applicable Rate and Method. A special tax shall not be levied to finance the Facilities and Services after the fiscal year identified in the applicable Rate and Method, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years.

Section 2. The Chief Financial Officer of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD and each Future Improvement Area, if any, in the manner and as provided in the Resolution of Formation.

Section 3. Except as set forth in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) or a Future Improvement Area, if any, in excess of the maximum tax specified in the Resolution of Formation and the applicable Rate and Method.

Section 4. All of the collections of the special tax shall be used as provided for in the Act, the applicable Rate and Method and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds secured by the special taxes (the "Bonds"), the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities and Services, the payment of the costs of the City in administering the CFD (including any parcels in the Future Annexation Area that annex into the CFD), or a Future Improvement Area, if any, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Placer for fiscal year 2019-20 and for each fiscal year thereafter as provided in each applicable Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), or a Future Improvement Area, if any, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD or a Future Improvement Area, if any, shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

_____ The foregoing Ordinance was adopted by the City Council of the City of Roseville on the
_____ day of _____, 2019, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

The Economics of Land Use



Hearing Report

Creekview Community Facilities District No. 1 (Public Facilities)

Prepared for:

City of Roseville

Prepared by:

Economic & Planning Systems, Inc. (EPS)

October 2019

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Exhibits:

- Exhibit A: Rate, Method of Apportionment, and Manner of Collection of Special Tax
- Exhibit B: List of Authorized Facilities and Services

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1. INTRODUCTION

Background

The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Creekview (Project) development, consisting of an approximately 500-acre site located north and west of the West Roseville Specific Plan, north of the future extension of Blue Oaks Boulevard, in the northwest corner of the City of Roseville. The objective of establishing a CFD is to create a land-secured funding mechanism to help fund construction of authorized facilities of the CFD that then would transition, after a specified period of time, to help fund authorized services. With consideration to the anticipated phasing of development, the CFD boundary initially is proposed to include a subset of the Project area reflecting the anticipated first phase of development. This initial phase will be identified as Improvement Area No. 1 (IA No. 1). The remainder of the Project area has been designated as a future annexation area with the ability to annex into the CFD as a new Improvement Area(s) as subsequent phases of development proceed.

The overall Project area is approved for approximately 2,011 dwelling units (approximately 951 low-density residential [LDR] units, 513 medium-density residential [MDR] units, 547 high-density residential [HDR] units and approximately 9.2 acres of commercial uses. The Project land uses within the initial CFD boundary (IA No. 1) include approximately 362 LDR, 182 MDR, and 379 HDR units over roughly 123 acres. Following IA No. 1, the remainder of the Project area that could annex into the CFD as a separate Improvement Area includes 589 LDR units, 331 MDR units, and 168 HDR units.

Purpose of the CFD

The CFD is being formed to fund major road improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, park and paseo improvements, open space improvements, utilities, and other authorized facilities under the Mello-Roos Act, serving the Project as a condition of the City's approval of the development.

Through the transition of the facilities special tax to the maintenance special tax, the CFD may also fund long-term repair and replacement of authorized facilities once CFD bonds have been defeased and other obligations of the CFD for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

Authorized to issue up to \$195 million in bonds, the first series of bonds is anticipated to be issued during the 2019-20 fiscal year. **Map 1** shows the proposed boundaries of the CFD.

Organization of the Report

This report consists of these 5 chapters and 2 exhibits:

- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the CFD.
- **Chapter 3** describes authorized facilities to be funded in the CFD, the costs, and the cost allocations.
- **Chapter 4** describes the maximum CFD bond authorization and the maximum annual special tax.
- **Chapter 5** describes the structure of the CFD.
- **Exhibit A** provides the Rate and Method of Apportionment and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Facilities and Services.

PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF ____ 2019.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2019 BY ITS RESOLUTION NO. ____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

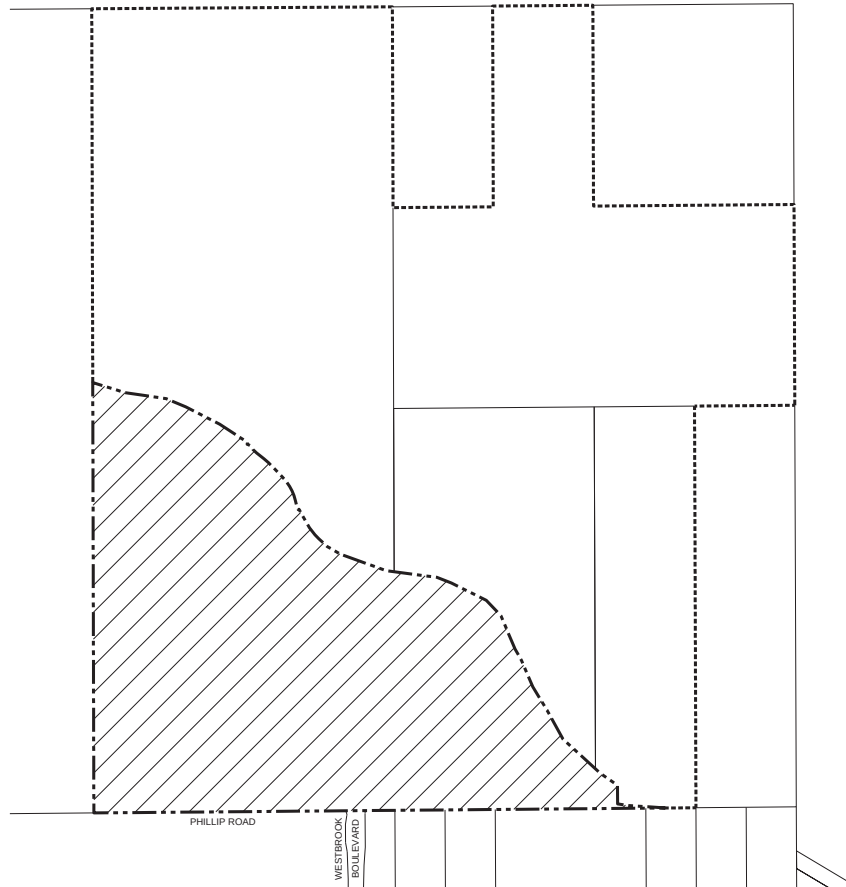
RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____ 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



0 250 500 1000
SCALE: 1"=500'

LEGEND

-  PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1
-  AREAS OF FUTURE ANNEXATION

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 775-1189

SEPTEMBER 2019

SHEET 1 OF 1 18431.CFD

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2. LAND USES

The City intends to form the Project CFD No. 1 over a portion of the Project in the southwesterly portion of the Project, comprising the Project area south of Pleasant Grove Creek. Overall, the Project area includes more than 502 acres approved for approximately 2,011 dwelling units (approximately 951 LDR units, 513 MDR units, 547 HDR units, and approximately 9.2 acres of commercial uses). The entire Project property is anticipated to be developed over several phases, with development activity anticipated to commence in the area in the fall of 2019.

The IA No. 1 land uses within the initial CFD boundary include approximately 362 LDR units, 182 MDR units, and 379 HDR units over roughly 123 acres. The 9.2 acres of commercial uses will be included in the boundaries of IA No. 1 but will be exempt from the special tax as a commercial use.

Table 1 shows all original CFD parcels and land uses included in IA No. 1 and shows parcels and land uses included in the future annexation area. If annexed into the CFD as planned, the future annexation area would be annexed to new Improvement Areas and will not be annexed into IA No. 1. Following IA No. 1, the remainder of the Project area that could annex into the CFD includes 589 LDR units, 331 MDR units, and 168 HDR units.

The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund construction of authorized facilities of the CFD. With consideration to the anticipated phasing of development, the CFD boundary initially is proposed to include a subset of the Project area reflecting the anticipated first phase of development.

Table 1
Creekview CFD No. 1 (Public Infrastructure)
CFD Parcels and Land Uses

Parcel	APN	Land Use	Lot Size	Acres	Units	Density
Improvement Area No. 1						
C-10	017-107-009	LDR	45x90	5.99	36	6.01
	Por. 017-101-009,					
C-11	017-101-007	LDR	55x100	7.54	34	4.51
C-12	017-101-007	LDR	55x100	18.72	95	5.07
C-13	017-101-007	LDR	45x90	7.20	50	6.94
C-14	017-101-007	LDR	50x100	3.72	20	5.38
	Por. 017-101-007,					
C-15	017-101-009	LDR	50x100	3.59	20	5.57
	Por. 017-101-009,					
C-16	017-101-013	LDR	45x100	12.93	71	5.49
	Por. 017-101-009,					
C-17	017-101-013	LDR	45x95	6.92	36	5.20
C-23	017-101-007	MDR	45x80	8.13	61	7.50
	Por. 017-101-007,					
C-24	017-101-009	MDR	45x80	8.12	59	7.27
	Por. 017-101-007,					
C-25	017-101-009	MDR	45x80	7.25	62	8.55
C-41	017-101-007	HDR		4.27	127	29.74
C-42	017-101-007	HDR		4.33	136	31.41
C-43	017-101-013	HDR		3.88	116	29.90
C-62	017-101-007	Park		1.54	n/a	
C-63	017-101-007	Park		2.53	n/a	
	Por. 017-101-007,					
C-70	017-101-009	CC		9.22	n/a	
C-82	017-101-009	PQP		0.65	n/a	
	Por. 017-101-013,					
C-83	017-101-014	PQP		0.59	n/a	
C-84	017-101-014	PQP		0.51	n/a	
LC-1				5.77		
LC-2						
LC-3						
LC-4						
IA 1 Totals				123.40	923	

Table 1
Creekview CFD No. 1 (Public Infrastructure)
CFD Parcels and Land Uses

Parcel	APN	Land Use	Lot Size	Acres	Units	Density
Future Annexation Parcels						
C-1	017-101-009	LDR	60x100	19.50	94	4.82
	017-101-009, Por.					
C-2	017-101-012	LDR	55x100	10.10	52	5.15
	017-101-009, Por.					
C-3	017-101-007	LDR	60x100	14.00	67	4.79
	017-101-009, Por.					
C-4	017-101-007	LDR	55x100	9.60	51	5.31
	017-101-009, Por.					
C-5	017-101-012	LDR	50x100	13.60	74	5.44
C-6	017-101-012	LDR	45x90	8.00	48	6.00
C-7	017-101-012	LDR	50x105	13.90	74	5.32
C-8	017-101-014	LDR	45x90	5.70	32	5.61
	017-101-014, Por.					
C-9	017-101-013	LDR	55x100	21.80	97	4.45
C-20	017-101-012	MDR		8.70	109	12.53
	Por. 017-101-012,					
	017-101-009, and					
C-21	017-101-013	MDR		7.70	95	12.34
	017-101-013, Por.					
C-22	017-101-014	MDR		11.30	127	11.24
C-40	017-101-013	HDR		5.20	168	32.31
C-50	017-101-009	OS		36.50	n/a	
C-51	017-101-012	OS		35.60	n/a	
C-52	017-101-012	OS		15.10	n/a	
	Por. 017-101-007,					
C-53	017-101-009	OS		25.10	n/a	
	017-101-013, Por.					
C-54	017-101-014	OS		24.60	n/a	
	Por. 017-101-012,					
C-60	017-101-013	Park		7.40	n/a	
C-61	017-101-009	Park		4.80	n/a	
	Por. 017-101-012,					
	017-101-013, 017-					
C-80	101-014	PQP		7.00	n/a	
C-81	017-101-012	PQP		0.90	n/a	
C-100		ROW		30.53	n/a	
C-101		Future ROW		1.40	n/a	
LC-5					n/a	
LC-6					n/a	
LC-7					n/a	
LC-8					n/a	
LC-9					n/a	
LC-10					n/a	
LC-11					n/a	
C-90		Urban Reserve		39.90		
IA 2 Totals				377.93	1,088	
CFD Totals				501.33	2,011	

"CFD_parcel"

Source: MacKay & Soms

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3. AUTHORIZED FACILITIES AND ESTIMATED FACILITY COSTS

This chapter describes the authorized facilities eligible to be financed or otherwise funded through the CFD with the proceeds of CFD bonds and pay-as-you-go costs from special taxes levied under the CFD.

Authorized Facilities of the CFD

The CFD is authorized to fund certain facilities required to serve the Project. Authorized facilities are identified in the List of Authorized Facilities (**Exhibit B** of this report). Authorized facilities are briefly discussed below.

Transportation Improvements

Public roadway improvements designed to meet the needs of the Project, including those improvements identified in Project Development Agreement (DA) Section 3.5.2, including but not limited to:

- Creekview Plaza Drive.
- Westbrook Boulevard.
- Westpark Boulevard.
- Blue Oaks Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing, and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, and bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the Project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; water treatment and storage facilities; and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto;

wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and these:

- Water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcel C-84.
- Recycled water lines in/associated with authorized facility roads.
- Recycled water distribution facilities as required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the Project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and these:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the Project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Off-site sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the West Roseville Specific Plan and the Pleasant Grove Wastewater Treatment Plant.
- Off-site sewer lines (DA Section 3.25).

Park, Landscape Corridor, and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors, and paseos located in the Project, including but not limited to:

- Construction of park sites planned on Specific Plan Parcels C-60, C-61, C-62, and C-63.
- Construction of paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the Project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels C-50, C-51, C-52, C-53, and C-54.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the Project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the Project DA, including but not limited to:

- Electric substation site acquisition, and improvements required by DA Section 3.11.3.
- Off-site electric facilities as described in DA Section 3.11.2.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the Project's pro-rata contribution to the land acquisition, site clearing, grading, and street frontage improvements, including curbs, gutters, and paving, including, but not limited to:

- Class 1 bike trail construction.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether Placer County fees, or standard K-12 school fees levied at the time of the issuance of a building permit or required as part of the DA or Mitigation Agreement for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee and Roseville City School District Fee.

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching

Operation and Maintenance Plan for the City Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities; wetland/species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, and technical studies costs related to the facilities; and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check, and other costs related to acceptance of the facilities by the City; payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of 5 or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land in the CFD before the creation of the CFD.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check, and other costs related to acceptance of the facilities by the City; payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Facilities Estimated Costs

The developer is about to begin construction of infrastructure with costs estimated to be approximately \$155.5 million, as illustrated in **Table 2**. Costs are shown in 2019 dollars.

In the future, properties included in the CFD annexation area may annex into this CFD. If those annexations occur, the developer will seek to fund additional backbone infrastructure through the issuance of one or more series of CFD bond sales. As is often the case, during buildout of the Project, the developer anticipates being required to construct more backbone infrastructure than would be able to be entirely reimbursed through CFD bond proceeds.

Table 2
Creekview CFD No. 1 (Public Infrastructure)
Authorized Facilities Costs (2019 \$s)

Item	Cost (2019 \$s)
Blue Oaks Boulevard	\$16,380,951
Westbrook Boulevard	\$24,967,422
Westpark Drive	\$2,215,049
Holt Parkway	\$4,026,521
Benchmark Drive	\$5,833,702
Creekpark Drive	\$2,798,445
Grading/Bypass Channel	\$2,362,862
West Roseville Specific Plan Reimbursement	\$651,376
Internal Residential Streets	\$66,239,506
City/SPRTA Fee Deferral	\$30,059,774
Totals	\$155,535,608

"costs"

Source: Anthem United Construction Budget (January 2, 2019)

Development Impact Fee Deferrals

In addition to backbone infrastructure, the CFD is authorized to fund deferred impact fees. Through the DA, including any amendments thereto, the developer is entitled to defer certain impact fees. Fees eligible for deferral include the South Placer Regional Transportation Authority (SPRTA) Tier II Traffic Fees. In addition to those fees identified in the DA, authorized facilities also includes the ability to pay the Roseville City School District Fee. As described in more detail later in this report, repayment of impact fee deferrals will follow reimbursement for eligible backbone infrastructure.

4. *CFD BOND AUTHORIZATION AND MAXIMUM ANNUAL SPECIAL TAX*

This chapter will discuss the maximum CFD bond authorization and maximum annual special taxes as proposed by the developer for each taxable land use type. The CFD will have special taxes for the funding of authorized facilities. This annual facilities special tax will be transitioned to an annual maintenance special tax to fund authorized services of the CFD when authorized facilities obligations of the CFD have been fulfilled. These special tax programs will be discussed further in **Chapter 5** of this report.

CFD Bond Authorization and Funding Strategy

The DA authorized the use of the CFD to fund authorized facilities of the CFD and outlined a basic structure for the CFD.

The DA identified the following sources of potential funding for authorized facilities of the CFD:

- CFD Bonds.
- CFD Pay-As-You-Go.
- Owner Equity/Private Financing.

Each funding source is discussed below.

Maximum CFD Bond Authorization

The CFD is authorized to issue up to \$195 million in bonds. The property owner is anticipated to ask the City to sell the first series of bonds during the 2019-20 fiscal year. Depending on market conditions and the structure of the first series of CFD bonds, subsequent series of CFD bonds may be issued in multiple sales following the first CFD bond sale.

CFD Pay-As-You-Go

Special taxes levied and not needed to fund CFD bond debt service or City administration of the CFD may be used for pay-as-you-go expenditures for authorized CFD facilities not reimbursed with CFD bond proceeds. As memorialized in the DA, the City has agreed to provide pay-as-you-go funding to the developer for the first 30 years of the CFD.

Following developer use of CFD pay-as-you-go revenues, the City reserves the right to continue the special tax levy to pay the development impact fee deferral on a pay-as-you-go basis. The City also has discretion to reimburse deferred fees through a CFD bond sale in addition to pay-as-you-go revenues.

Owner Equity / Private Financing

To the extent there are any shortfalls in the funding sources for authorized facilities, owner equity or private financing will be used to fund construction of such facilities.

Maximum Annual Special Tax

A facilities special tax will be assigned to taxable parcels at formation of the CFD. This facilities special tax initially will be used to fund the costs of authorized facilities (as defined in the previous chapter). Once all special tax obligations to fund facilities have been completed, the maintenance special tax will be assigned to taxable parcels for the City's use for long-term repair and replacement of authorized facilities. The CFD No. 1 RMA includes the following two special taxes:

- Facilities Special Tax.
- Maintenance Special Tax.

The facilities special tax will be assigned and collected before the "transition event" for the special tax programs. Following the transition event, the facilities special tax will no longer be assigned to taxable parcels and will be replaced by the maintenance special tax. The transition event is discussed in detail in the following chapter.

Each special tax program is discussed below.

Facilities Special Tax

The developer provided the City with recommended maximum annual special taxes for various land use categories, based on market conditions and the range of maximum annual special tax rates in neighboring City areas. **Table 3**, which is **Attachment 2** of the RMA, shows the maximum annual special tax rates for the following tax categories:

- LDR.
- MDR.
- Medium-density affordable—middle.
- HDR.
- High-density affordable—low.
- High-density affordable—very low.
- Nonresidential.

Table 3 shows the maximum annual special tax per tax category in the base year of Fiscal Year (FY) 2019-20. The maximum annual special tax for LDR units is \$2,420. The maximum annual special tax for MDR units is \$1,910. The maximum annual special tax for MDR affordable units is \$955. The maximum annual special tax for HDR uses—whether for sale or for rent—is \$650. HDR affordable and very-low affordable units and nonresidential uses are assigned a maximum annual special tax of \$0 at CFD formation. While the special tax is set at \$0, the HDR low and very-low and nonresidential land uses were identified at CFD formation to clarify that if those land uses were to be included in the CFD, their tax rates would be set to \$0. Finally, **Table 4**, which is **Attachment 3** of the RMA, shows the maximum annual special tax for each original CFD parcel in the base year.

Table 3
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$2,420.00	\$0.00
Medium Density Residential (MDR)	\$1,910.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$650.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$650.00	\$0.00
Affordable Medium Density Residential	\$955.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$11,890.00	\$0.00

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[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 4
Creekview CFD No. 1 (Public Infrastructure)
Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2019-20 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned	Assigned	Assigned
			Acres	Planned Units		Maximum Annual Facilities Special Tax per Unit	Maximum Annual Facilities Special Tax per Taxable	Maximum Facilities Special Tax per Village
Improvement Area No. 1						[2] [3]	[2] [3]	[2] [3]
C-10	017-107-009	LDR	5.99	36	6.01	\$2,420	\$0	\$87,120
	Por. 017-101-009,							
C-11	017-101-007	LDR	7.54	34	4.51	\$2,420	\$0	\$82,280
C-12	017-101-007	LDR	18.72	95	5.07	\$2,420	\$0	\$229,900
C-13	017-101-007	LDR	7.20	50	6.94	\$2,420	\$0	\$121,000
C-14	017-101-007	LDR	3.72	20	5.38	\$2,420	\$0	\$48,400
	Por. 017-101-007,							
C-15	017-101-009	LDR	3.59	20	5.57	\$2,420	\$0	\$48,400
	Por. 017-101-009,							
C-16	017-101-013	LDR	12.93	71	5.49	\$2,420	\$0	\$171,820
	Por. 017-101-009,							
C-17	017-101-013	LDR	6.92	36	5.20	\$2,420	\$0	\$87,120
C-23	017-101-007	MDR	8.13	61	7.50	\$1,910	\$0	\$116,510
	Por. 017-101-007,							
C-24	017-101-009	MDR	8.12	59	7.27	\$1,910	\$0	\$112,690
C-25	Por. 017-101-007, 017-101-009	MDR	7.25	52	8.55	\$1,910	\$0	\$99,320
		MDR - Affordable		10		\$955	\$0	\$9,550
	Total C-25		7.25	62				\$108,870
C-41		HDR	4.27	47	29.74	\$650	\$0	\$30,550
	017-101-007	HDR - Affordable		80		\$0	\$0	\$0
	Total C-41		4.27	127				\$30,550
C-42		HDR	4.33	55	31.41	\$650	\$0	\$35,750
	017-101-007	HDR - Very Low Affordable		81		\$0	\$0	\$0
	Total C-42			136				\$35,750
C-43	017-101-013	HDR	3.88	116	29.90	\$650	\$0	\$75,400
C-62	017-101-007	Park	1.54	n/a		\$0	\$0	\$0
C-63	017-101-007	Park	2.53	n/a		\$0	\$0	\$0
	Por. 017-101-007,							
C-70	017-101-009	CC	9.22	n/a		\$0	\$0	\$0
C-82	017-101-009	PQP	0.65	n/a		\$0	\$0	\$0
	Por. 017-101-013,							
C-83	017-101-014	PQP	0.59	n/a		\$0	\$0	\$0
C-84	017-101-014	PQP	0.51	n/a		\$0	\$0	\$0
LC-1			5.77			\$0	\$0	\$0
LC-2								
LC-3								
LC-4								
Totals			123.40	923				\$1,355,810

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[1] Indicates village identifier assigned by City in the Creekview Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Maintenance Special Tax

The maximum maintenance special tax is shown in **Table 5** for all tax categories. The maintenance special tax is set at 50 percent of the maximum facilities special tax in the base year. The maintenance special tax will not be levied at the same time as the facilities special tax and would be assigned only to taxable parcels following the transition event.

Overall Tax Burden for Single-Family Residential

The DA and City policies stipulate that the overall tax burden after formation of a CFD cannot exceed 2 percent of the estimated sales price of a single-family residential home. Estimated sales prices of residential homes were provided by the developer. **Table 6** shows the estimated total effective tax rate for prototypical uses in the CFD. The test includes all current ad valorem property taxes, the CFD special tax, an estimated services CFD special tax, and the City CFD No. 3. Three different residential products are shown in **Table 5**:

- LDR.
- MDR.
- HDR.

Ad valorem property tax rates were derived from copies of the FY 2019-20 property tax bills. The overall tax burden for single-family residential homes proposed for the CFD ranges from 1.48 percent to 1.62 percent.

Table 5
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before	After
	Transition Event [1]	Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$0.00	\$1,210.00
Medium Density Residential (MDR)	\$0.00	\$955.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$325.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$325.00
Affordable Medium Density Residential	\$0.00	\$477.50
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 6
Creekview CFD No. 1 (Public Infrastructure)
Overall Tax Burden

Item	Assumption	Residential		
		LDR	MDR	HDR
Estimated Home Price [1]		\$581,000	\$482,000	\$346,000
Homeowner's Exemption		(\$7,000)	(\$7,000)	(\$7,000)
Estimated Assessed Value		\$574,000	\$475,000	\$339,000
Ad Valorem Property Taxes (TRA 005-073) [2]	<u>FY 2018/19</u>			
General Ad Valorem	1.00000%	\$5,740	\$4,750	\$3,390
Sierra College SFID #4 GO Bond 2018 Series A	0.01579%	\$91	\$75	\$54
Roseville City ESD GO Bond 2002 Series A Non-Refunding	0.00568%	\$33	\$27	\$19
Roseville City ESD GO Bond 2002 Series A & B Ref 2011	0.00458%	\$26	\$22	\$16
Roseville JUHSD GO Bond 1992	0.01297%	\$74	\$62	\$44
Roseville JUHSD GO Bond 2004 Series C Non-Refunding	0.00088%	\$5	\$4	\$3
Roseville JUHSD GO Bond 2004 Series A B & C Ref 2013	0.02088%	\$120	\$99	\$71
Roseville JUHSD GO Bond 2008 SFID #1 11A Non-Ref 2016B	0.00265%	\$15	\$13	\$9
Roseville JUHSD GO Bond 2008 SFID #1 11A Ref 2016B	0.00563%	\$32	\$27	\$19
Subtotal Ad Valorem Property Taxes	1.06907%	\$6,136	\$5,078	\$3,624
Direct Charges and Assessments				
City of Roseville CFD No. 1 (Public Facilities)		\$2,420	\$1,910	\$650
City of Roseville CFD No. 2 (Public Services) [PLACEHOLDER] [3]		\$393	\$336	\$278
City of Roseville CFD No. 3 (Municipal Services) [4]		\$457	\$457	\$457
Placer Mosquito & Vector Control		\$6	\$6	\$6
Subtotal Direct Charges and Assessments		\$3,276	\$2,709	\$1,391
Total Ad Valorem Property Taxes and Direct Charges		\$9,412	\$7,787	\$5,015
Overall Tax Burden		1.62%	1.62%	1.45%

2 percent

Source: County of Placer; City of Roseville; EPS.

[1] Weighted average of homes prices provided by DPGF..

[2] Ad Valorem tax rates based on FY 2019-2020.

[3] PLACEHOLDER - Based on typical range of rates per single family unit for CFD No. 2 special taxes in the City.

[4] Based on CFD No. 3 as identified in the project Development Agreement escalated to FY 2019-20.

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5. STRUCTURE OF THE CFD

Description of the CFD

The CFD is being formed to fund backbone infrastructure and other facilities, both local and regional, that will serve the Project. The attached exhibits are documents contained in the Resolution of Formation (ROF). **Exhibit A** is the CFD RMA. **Exhibit B** is the List of Authorized Facilities and Services. Through the transition of the facilities special tax to the maintenance special tax, the CFD also may fund long-term repair and replacement of authorized facilities once CFD bonds have been defeased and other obligations of the CFD for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

The CFD Funding Program

The CFD will be authorized to levy and collect the special tax to pay all annual costs of the CFD, including funding for authorized facilities not funded through CFD bond proceeds, which is anticipated to be paid on a pay-as-you-go basis, during the first 30 years of the special tax levy.

The CFD will be authorized to levy and collect the special tax to pay all annual maintenance costs of the CFD following the transition event.

Transition Event for Special Taxes

The special taxes for the CFD are intended to first fund authorized facilities of the CFD and then fund authorized services of the CFD. As described below, the facilities special tax shall be effective during an initial bonding period and thereafter during a deferral bonding period. The idea is that the facilities special tax may be levied to fund authorized facilities and to repay any deferred impact fees. The full estimated term of the deferred bonding period may not be required if deferred development impact fees are funded through special tax revenues on a pay-as-you go basis.

Once all obligations to fund authorized facilities have been satisfied, the facilities special tax will “transition” to a maintenance special tax to fund long-term repair and replacement costs for authorized facilities. The Transition Event from the levy of the annual facilities special tax to the maintenance special tax is discussed in further detail below.

Determining the Maximum Annual Special Tax

As stated in the previous chapter, the maximum annual special tax rates for the various tax categories were provided by the developer and based, in part, on maximum annual special tax rates for other neighboring City areas. The maximum annual special tax rates are designed to be competitive with other residential development projects in south Placer County. **Table 3** shows the maximum annual special tax rates by tax category for the facilities special tax.

Table 5 shows the maximum annual special tax rates by tax category for the maintenance special tax.

Base Year

The base year is FY 2019-20. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The administrator shall increase the maximum annual facilities special tax, the maximum annual maintenance special tax, and the related maximum annual special tax rates by the tax escalation factor in all fiscal years following the base year, up to the Transition Event. After the Transition Event, the maximum annual maintenance special tax may be increased up to 2 percent annually at the City's discretion.

Duration of the Special Tax

The facilities special tax will be levied and collected until the earlier of (1) the transition year or (2) FY 2084-85. The maintenance special tax may be levied and collected in perpetuity beginning with the transition year and in each year thereafter at the discretion of the City. The maintenance special tax will be levied and collected beginning in the transition year.

For parcels in the Future Annexation Area annexed into an Improvement Area other than IA No. 1, the facilities special tax will be levied and collected until the earlier of (1) the transition year or (2) 65 fiscal years following the first full fiscal year after the date of creation of such Improvement Area.

Definition of Initial Bonding Period

Because the CFD includes payment of deferred development impact fees, the CFD RMA distinguishes between the initial bonding period during which authorized facilities may be financed and the subsequent period where development impact fees may be reimbursed. As defined in the RMA, the Initial Bond Period is "the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral." Each Improvement Area of the CFD will have its own Initial Bonding Period.

Definition of Annual Facilities Costs

The maximum annual facilities special tax established under the RMA is the maximum exposure to an annual facilities special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the "annual facilities costs" of the CFD. The RMA describes the annual facilities costs components in detail. Each item is discussed briefly below.

Debt Service

Debt service is that portion of the maximum annual special tax required to pay a parcel's share of the debt service. The proposed financing structure of the CFD anticipates that one or more series of CFD bonds may be issued.

Amount Needed to Replenish Reserve Fund

In the event the reserve fund is drawn on to pay debt service or expenses of the CFD, a facilities special tax may be levied to replenish the bond reserve fund to required funding levels.

A facilities special tax should be levied once for each draw on the bond reserve fund, to the extent the bond reserve fund can be brought back to required funding levels with just one such levy. If for any reason the bond reserve fund remains underfunded in a fiscal year following the fiscal year in which facilities special taxes were levied to replenish it, a second facilities special tax levy should not be required to replenish the bond reserve fund.

Administrative Expenses

Administrative expenses of the CFD are the reasonable costs of administering the CFD each fiscal year. Examples of administrative expenses are costs of computing facilities special taxes and preparing annual facilities special taxes collection schedules; costs of collecting the facilities special taxes; costs of remitting the facilities special taxes to the Trustee; costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; costs to the City, CFD, or their designees of complying with arbitrage rebate requirements; costs complying with the City, CFD, or obligated persons disclosure requirements; costs associated with preparing special taxes disclosure statements; costs incurred in responding to public inquiries regarding the facilities special taxes; costs related to any appeal of the facilities special taxes; and amounts estimated to be advanced or advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the facilities special taxes and commencing and pursuing to completion any foreclosure for delinquent special taxes.

Amounts for Unpaid Facilities Special Taxes and Anticipated Delinquencies

The RMA allows for the levy of a facilities special tax to fund costs of unpaid facilities special taxes from a previous fiscal year or to fund anticipated facilities special tax delinquencies that may occur in the current fiscal year for which facilities special taxes are being levied. To the extent an amount is levied for a past delinquency, a second facilities special tax levy should not be levied for a facilities special tax delinquency that has already been accounted for in a previous year facilities special tax levy.

Generally, facilities special taxes eventually are brought current, either through payment by a property owner or through judicial foreclosure proceedings. When facilities special tax installments are paid current, the amount needed to fund debt service and CFD administration will have been collected for previous years, including additional amounts that were needed only to cover delinquencies that are now current. As such, these additional amounts should be considered available by the CFD to fund annual facilities costs in the following fiscal year.

Authorized Facilities Funded on a Pay-As-You-Go Basis

During the first 30 years, the DA entitles the developer to use pay-as-you-go revenues to fund authorized facilities. As such, facilities special tax revenues not needed to pay debt service during the first 30 years of the facilities special tax levy may be used to fund authorized CFD costs not otherwise funded with CFD bond proceeds.

Development Impact Fee Deferrals

As stated earlier, the DA entitles the developer to defer certain development impact fees identified in the DA, which may be amended from time to time. Eligible fees include the SPRTA Tier II Traffic Fee and school district fees. To preserve the City's ability to reimburse any deferred fees, each series of CFD bonds that may be issued will be structured based on the revenues pledged toward that bond sale without consideration of wrapping debt service around a previous CFD bond sale. The concept generally is that once a taxable parcel has been taxed as a developed parcel for 30 years and that tax was used to pay debt service on a series of CFD bonds, the future facilities special tax levy on that parcel should be available for the City to reimburse deferred impact fees for that parcel.

By way of a simple example, assume an initial CFD bond sale (Series A bonds) was sized (in CFD year 1) assuming maximum annual facilities special tax revenue from 400 units, even though all 400 units were not considered developed parcels at the time of the CFD bond sale. If a second series of CFD bonds were being issued in year 4 (Series B bonds) based on another project phase with 300 dwelling units, the CFD Series B bond sizing would not count on CFD facilities special tax revenues from any of the first 400 units in years 31, 32, and 33 when facilities special tax revenues from those first 400 units would no longer be needed to service outstanding bond debt for the Series A bonds. In this example, facilities special tax revenues from the first 400 units, beginning in Year 31, would be available to reimburse for deferred impact fees for those first 400 units.

Earnings on Reserve Funds, Special Tax Funds, and Other Funds

All interest earnings on bond reserve funds, facilities special tax funds, or other funds should be used to offset annual costs when determining the amount required for the annual facilities special tax levy.

Transition Event and Maintenance Special Taxes

Following the initial bonding period for IA No. 1, and when the administrator determines that the development impact fee deferral has been repaid in full, or beginning FY 2084-85 (whichever occurs first), the administrator will determine that the Transition Event has occurred. In the fiscal year following the Transition Event, the City shall no longer levy and collect the facilities special tax and will in turn begin the levy and collection of the maintenance special tax to fund the costs of authorized services, as defined in a previous chapter.

The Transition Event will be established separately for future Improvement Areas of the CFD.

Definition of Annual Maintenance Costs

The maximum annual maintenance special tax established under the RMA is the maximum exposure to an annual maintenance special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the annual maintenance costs of the CFD. The RMA identifies the annual maintenance costs components as these:

- a. Authorized services costs to be paid from maintenance special taxes.
- b. Administrative expenses for such fiscal year.
- c. The amount needed (1) to cure any delinquencies in the payment of the maintenance special tax in the prior fiscal year, to the extent not otherwise included in a computation of annual maintenance costs in the current or any previous fiscal year and (2) to fund any foreseeable deficiency in the payment of the maintenance special tax for that fiscal year, which is expected to occur in such fiscal year, to the extent not included in a computation of annual maintenance costs in the current or any previous fiscal year.
- d. Less any available earnings on any reserve fund, maintenance special tax funds, or any other available revenues of the CFD or the City that may be used to fund annual maintenance costs.

Assignment of Maximum Annual Special Tax

Sections 4 and **5** of the RMA describe in detail the precise method for assigning the maximum annual facilities special tax, maximum annual maintenance special tax, and maximum annual special tax to parcels in the CFD. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the CFD and then as subdivision maps are recorded. Original parcels are those parcel configurations when the CFD is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded, defining individual buildable residential lots.

Original Parcels

Original parcels are assigned a maximum annual facilities special tax using **Attachment 3** of the RMA. **Attachment 3 (Table 4)** of this document shows the total maximum facilities annual special tax and maximum annual facilities special tax per unit or per acre for each of the 5 original parcels.

Attachment 4 of the RMA (**Table 5** of this document) shows the assigned maximum annual maintenance special tax, before and after the Transition Event, for all tax categories.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps or other parcel reconfigurations, such as through a lot line adjustment, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the maximum annual facilities special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 3 (Table 4 of this document) shows the maximum annual facilities special tax for planned large lot parcels. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual facilities special tax per unit or per acre. The maximum annual facilities special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual facilities special tax for the tax category.

If fewer units are realized at recordation of a final map defining buildable lots than shown in **Table 4**, the maximum annual facilities special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual facilities special tax per unit. If more residential units are created by a final map than shown in **Table 4**, the maximum annual facilities special tax per unit is that amount shown in **Table 4**.

The RMA is structured to ensure that the maximum annual facilities special tax for a large lot is not reduced over time by anticipated development of each large lot. The facilities special tax revenue for large lot parcels may increase if higher densities are realized over time.

Maximum annual maintenance special taxes are identified for tax categories in **Attachment 4 (Table 5** of this document).

Annexation Parcels

Parcels are anticipated to be annexed into the CFD in the future. Future annexation parcels will be annexed into new Improvement Areas. There will be no future annexations into IA No. 1.

If parcels are annexed into the CFD after formation, the maximum annual facilities special tax, maximum annual maintenance special tax, and maximum annual special tax will be assigned to these annexation parcels using the definitions in **Section 2** of the RMA and the maximum annual facilities special tax per unit or per acre shown in **Attachment 2** of the RMA (**Table 3** of this document) as adjusted by the tax escalation factor applied by the administrator, unless the annexation parcels are annexed with a new set of maximum annual facilities special taxes.

Attachment 3 (Table 4) will be amended, or a new attachment created, to include the annexation parcels and, if necessary, the applicable tax rates. If new maximum annual facilities special taxes are created, **Attachments 2 and 3** should be amended to reflect the maximum annual facilities special taxes for the annexation parcels. Once annexed, these annexed parcels will be considered original and successor parcels and will be subject to the same procedures for assignment of the maximum annual facilities special tax to successor parcels described in **Section 4.d** of the RMA. The owner of the annexation parcels will be responsible for paying all costs associated with annexing the annexation parcels into the CFD but otherwise will not be required to pay any other charge, fee, or catch-up special tax in connection with or as a condition of such annexation, unless otherwise agreed to by the owner of the annexation parcel in connection with the annexation.

Maximum annual maintenance special taxes are identified for tax categories in **Attachment 4 (Table 5** of this document).

Affordable Units

The RMA recognizes affordable housing units to be built in the CFD. Affordable high-density units are assigned zero tax rates for facilities taxes and maintenance taxes. Affordable medium-

density units are assigned lower maximum annual special tax rates than market-rate units. **Section 4.d** of the RMA discusses the assignment of the maximum annual special tax to residential lots and to those residential lots anticipated to include affordable units.

Transfer of the Assigned Maximum Annual Facilities Special Tax

The City may, in its sole discretion, allow for a transfer of the maximum annual facilities special tax from one large lot parcel to another. Such a transfer will be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director and (2) there is no reduction in the CFD maximum annual facilities special tax revenues as a result of the transfer. Provisions for such a transfer are discussed in **Section 4.f** of the RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it will become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of **Sections 4** and **5** of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable special tax unless the special tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a public parcel, such as a school site, is relocated to a taxable parcel, in which case, the previously tax-exempt parcel of comparable acreage becomes a taxable parcel and the maximum annual special tax from the previously taxable parcel is transferred to the new taxable parcel. This trading of a parcel from a taxable parcel to a public parcel will be permitted to the extent there is no net loss in maximum CFD special tax revenue and the transfer is agreed to by the owners of the parcels involved in the transfer and the Finance Director.

Determination of Parcels Subject to Special Tax

By June 30 of each fiscal year, using the definitions in **Section 2** of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator will cause:

1. Each parcel to be classified as a taxable parcel or a tax-exempt parcel.
2. Each parcel to be classified as a developed parcel, a small lot tentative map parcel, a large lot parcel (including remainder parcels), or an undeveloped parcel.

Setting the Facilities Special Tax Levy for Taxable Parcels

To determine the annual levy, the administrator will use the process presented in **Section 7** of the RMA. In general, the provisions of **Section 7** describe the following procedures to set the annual facilities special tax levy for each taxable parcel for each Improvement Area separately:

- First, the administrator must compute the annual facilities costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the facilities special tax proportionately on all developed parcels, up to the amount of annual facilities costs or 100 percent of the maximum facilities special tax for developed property, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.

Once the facilities special tax levy is determined for a fiscal year, the administrator will create the tax schedule to deliver to the County Auditor-Controller.

Setting the Maintenance Special Tax Levy for Taxable Parcels

Beginning in the Transition Year, the administrator will use the process presented in **Section 7** of the RMA to set the annual maintenance special tax levy. In general, the provisions of **Section 7** describe the following procedures to set the annual maintenance special tax levy for each taxable parcel separately for each Improvement Area:

- First, the administrator must compute the annual maintenance costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the maintenance special tax proportionately on all developed parcels, up to the amount of annual maintenance costs or 100 percent of the maximum maintenance special tax for developed property, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual maintenance

costs or up to 100 percent of the maximum maintenance special tax for small lot tentative map parcels, whichever is less.

- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for large lot parcels, whichever is less.

Once the maintenance special tax levy is determined for a fiscal year, the administrator will create the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

Calculations of a prepayment shall reflect the Improvement Area in which the parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the full prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the full prepayment to be made as a “buy down” of the rate for purposes of marketing the property by a builder or developer of land to be sold for residential use. In the event such a builder or developer has prepaid a portion of the facilities special tax, the allowable 25 percent or 50 percent partial prepayment of the facilities special tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. For example, if a builder made a partial prepayment of 15 percent, a subsequent owner could make another partial prepayment of 10 percent or 35 percent, bringing the total sum or partial prepayments to 25 percent or 50 percent, respectively, of the full prepayment. Full prepayment is permitted only for nonresidential use parcels; full prepayment is not allowable for residential use parcels.

Prepayments must be made in sufficient time to, in the City’s opinion, have the prepayment reflected in the following fiscal year’s special tax levy.

In addition to the above, full or partial prepayment is permitted only under the following conditions:

- The landowner prepaying the facilities special tax on a parcel has paid any delinquent facilities special tax and penalties on that parcel at or before prepayment.
- Following prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.

- The City determines the prepayment will not jeopardize its ability to make timely payments of debt service and maintain a 110 percent annual debt service coverage based on maximum annual special tax revenues in all years in which issued bonds will be outstanding.
- The portion of the prepayment for the development impact fee deferral shall be used only to pay for the development impact fee deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

The full and partial prepayment calculations are described in detail in **Section 8** of the RMA. Partial prepayments also must account for collection of any development impact fee deferral for a given parcel.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the administrator appealing the levy of the special tax. The administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the City Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without City Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, method of apportionment, or manner of collection of the special tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in **Section 10** of the RMA, the administrator or their designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



EXHIBITS:

- Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax
- Exhibit B: List of Authorized Facilities and
Services



EXHIBIT A:
Rate, Method of Apportionment, and
Manner of Collection of Special Tax

EXHIBIT A

City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of 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 map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.

- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" means a Parcel or Parcels annexed to the CFD after formation. Parcels annexed into the CFD after formation shall be placed into a new Improvement Area and will not be included in Improvement Area No. 1. The Maximum Annual Special Tax will be assigned to Parcels in the Future Annexation Area using the provisions of **Section 4**. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and shall be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these:

- a. Debt Service to be paid from Facilities Special Taxes.
- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.

- d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- f. Authorized Pay-As-You-Go Costs.
- g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in **Attachment 1**.

"Authorized Facilities" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded, as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2019, and ending June 30, 2020.

"Bond(s)" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means Creekview Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California, including all Improvement Areas therein.

"Chief Financial Officer" or **"CFO"** means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Deferral Bonding Period.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennet West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville, LP, and Chuang relative to the Creekview Specific Plan dated November 28, 2012, and assigned to Anthem United Developments, LP on May 24, 2019, or as may be amended from time to time.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"Expected Land Use(s)" means, for each Improvement Area, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

"Facilities Special Tax" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2 and 3**, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Full Prepayment" means the fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"High Density Residential" means, per the Creekview Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross

developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area" means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

"Improvement Area No. 1" means the area designated as such on **Map 1**. The area included in Improvement Area No. 1 will be included in the initial boundaries of the CFD.

"Initial Bonding Period" means the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Initial Bonding Period.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4**.

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

“Maximum Annual Maintenance Special Tax Revenue” means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

“Maximum Annual CFD Special Tax Revenue” means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

“Medium Density Residential” means, per the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

“Mixed Use Parcel” means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

“Multifamily For-Rent” or **“Multifamily For-Rent Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor’s Parcel Number.

“Multifamily For-Sale” or **“Multifamily For-Sale Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor’s Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

“Nonresidential Use” means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

“Original Parcel” means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

“Parcel” means any Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Partial Prepayment” means the partial fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“Pay-As-You-Go Costs” means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in the CFD.

“Subdivision” or **“Subdivided”** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 2, 3, and 4.**

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

“Tax Escalation Factor” means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City’s discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

“Taxable Acreage” means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.h**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner’s associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

“Transition Event” means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2084-85, and, for parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the earlier of (a) after the Initial Bonding period for that Improvement Area, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area.

“Transition Year” means, for each Improvement Area separate from the other, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

Improvement Area No. 1

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

Future Annexation Area Parcels

For parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to each Improvement Area on a stand-alone basis. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1 at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are

multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Facilities Special Tax per Unit or Acre shown in **Attachment 2** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. Annexation Parcels will be included in a new Improvement Area and not be annexed into Improvement Area No. 1. **Attachments 1 or 2** shall be amended, or a new attachment created, to include the new Improvement Area, the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, **Attachments 1, 2, and 3** should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.
 - 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax

for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.

- C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign

the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
- A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
- B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.

- C. Sum the results from **Section 4.d.4.A** and **Section 4.d.4.B.** and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
- D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.
- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 1, 2, or 3** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 1, 2, or 3**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.
- h. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code.

An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Separately, the provisions of Section 5 shall apply to each Improvement Area. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in

connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5 and 6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

Separately for each Improvement Area, the Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.
- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. Following the Transition Even, the Maximum Annual Maintenance Special Tax will be assigned to each

Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4** and **5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

Separately for each Improvement Area, the Administrator shall follow the special tax levy procedures described below.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

- Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

- c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.
- d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:
- Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.
- Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.
- Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.
- Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.
- e. Levy on each Taxable Parcel the amount calculated above.
- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. For example, if a builder made a partial prepayment of 15 percent, a subsequent owner could make another partial prepayment of 10 percent or 35 percent bringing the total sum or partial prepayments to 25 percent or 50 percent respectively of the Full Prepayment. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

- Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.
- Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.
- Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.
- Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).
- Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.
- Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.
- Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

- b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

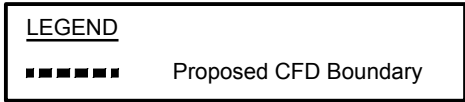
Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



Lot	Land Use	Acreage	Units
C-10	LDR	5.99 ac.	36 du
C-11	LDR	7.54 ac.	34 du
C-12	LDR	18.72 ac.	95 du
C-13	LDR	7.20 ac.	50 du
C-14	LDR	3.72 ac.	20 du
C-15	LDR	3.59 ac.	20 du
C-16	LDR	12.93 ac.	71 du
C-17	LDR	6.92 ac.	36 du
C-23	MDR	8.13 ac.	61 du
C-24	MDR	8.12 ac.	59 du
C-25	MDR	7.25 ac.	62 du
C-41	HDR	4.27 ac.	127 du
C-42	HDR	4.33 ac.	136 du
C-43	HDR	3.88 ac.	116 du
Total		102.59 ac.	923 du

Creekview Community Facilities District #1

Identification of Large Lots



Attachment 2
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$2,420.00	\$0.00
Medium Density Residential (MDR)	\$1,910.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$650.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$650.00	\$0.00
Affordable Medium Density Residential	\$955.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$11,900.00	\$0.00

att2

- [1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
- [2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Creekview CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2019-20 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned	Assigned	Assigned
			Acres	Planned Units		Maximum Annual Facilities Special Tax per Unit	Maximum Annual Facilities Special Tax per Taxable	Maximum Facilities Special Tax per Village
Improvement Area No. 1						[2] [3]	[2] [3]	[2] [3]
C-10	017-107-009	LDR	5.99	36	6.01	\$2,420	\$0	\$87,120
	Por. 017-101-009,							
C-11	017-101-007	LDR	7.54	34	4.51	\$2,420	\$0	\$82,280
C-12	017-101-007	LDR	18.72	95	5.07	\$2,420	\$0	\$229,900
C-13	017-101-007	LDR	7.20	50	6.94	\$2,420	\$0	\$121,000
C-14	017-101-007	LDR	3.72	20	5.38	\$2,420	\$0	\$48,400
	Por. 017-101-007,							
C-15	017-101-009	LDR	3.59	20	5.57	\$2,420	\$0	\$48,400
	Por. 017-101-009,							
C-16	017-101-013	LDR	12.93	71	5.49	\$2,420	\$0	\$171,820
	Por. 017-101-009,							
C-17	017-101-013	LDR	6.92	36	5.20	\$2,420	\$0	\$87,120
C-23	017-101-007	MDR	8.13	61	7.50	\$1,910	\$0	\$116,510
	Por. 017-101-007,							
C-24	017-101-009	MDR	8.12	59	7.27	\$1,910	\$0	\$112,690
C-25	Por. 017-101-007,	MDR	7.25	52	8.55	\$1,910	\$0	\$99,320
	017-101-009	MDR - Affordable		10		\$955	\$0	\$9,550
	Total C-25		7.25	62				\$108,870
C-41		HDR	4.27	47	29.74	\$650	\$0	\$30,550
	017-101-007	HDR - Affordable		80		\$0	\$0	\$0
	Total C-41		4.27	127				\$30,550
C-42		HDR	4.33	55	31.41	\$650	\$0	\$35,750
	017-101-007	HDR - Very Low Affordable		81		\$0	\$0	\$0
	Total C-42			136				\$35,750
C-43	017-101-013	HDR	3.88	116	29.90	\$650	\$0	\$75,400
C-62	017-101-007	Park	1.54	n/a		\$0	\$0	\$0
C-63	017-101-007	Park	2.53	n/a		\$0	\$0	\$0
	Por. 017-101-007,							
C-70	017-101-009	CC	9.22	n/a		\$0	\$0	\$0
C-82	017-101-009	PQP	0.65	n/a		\$0	\$0	\$0
	Por. 017-101-013,							
C-83	017-101-014	PQP	0.59	n/a		\$0	\$0	\$0
C-84	017-101-014	PQP	0.51	n/a		\$0	\$0	\$0
LC-1			5.77			\$0	\$0	\$0
LC-2								
LC-3								
LC-4								
Totals			123.40	923				\$1,355,810

att3

[1] Indicates village identifier assigned by City in the Creekview Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before	After
	Transition Event [1]	Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$0.00	\$1,210.00
Medium Density Residential (MDR)	\$0.00	\$955.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$325.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$325.00
Affordable Medium Density Residential	\$0.00	\$477.50
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF ____ 2019.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____, 2019 BY IT'S RESOLUTION NO. ____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

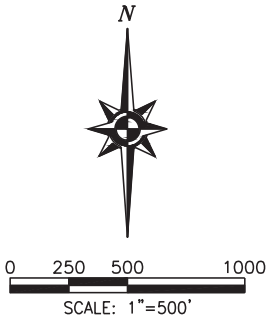
RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____, 2019, AT THE HOUR OF __ O'CLOCK __ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



LEGEND

- PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1
- AREAS OF FUTURE ANNEXATION

MacKay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEPTEMBER 2019
SHEET 1 OF 1 18431.CFD



EXHIBIT B:
List of Authorized Facilities and Services

EXHIBIT B

City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)
Placer County, California

LIST OF AUTHORIZED FACILITIES AND SERVICES

Authorized Facilities

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Section 3.5.2, including but not limited to;

- Creekview Plaza Drive.
- Westbrook Boulevard.
- Westpark Boulevard.
- Blue Oaks Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and

water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcel C-84.
- Recycled water lines in/associated with authorized facility roads.
- Recycled water distribution facilities as required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Off-site Sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the West Roseville Specific Plan and the Pleasant Grove Wastewater Treatment Plant.
- Off-site Sewer lines (DA Section 3.25)

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites planned on Specific Plan Parcels C-60, C-61, C-62, C-63
- Construction of Paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor

mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels C-50, C-51, C-52, C-53, C-54.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Off-Site electric facilities as described in DA Section 3.11.2.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Class 1 bike trail construction.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether City fees, County fees or standard K-12 school fees levied at the time of the issuance of a building permit or required as part of the DA or Mitigation Agreement for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City-Wide Park and Bike Trail Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for

infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

NOTICE OF PUBLIC HEARING

Resolution of Intention To Form a Community Facilities District and Authorize Bonds

City of Roseville Creekview Community Facilities District No. 1 (Public Facilities)

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution to Form a Community Facilities District, Designate and Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District (No. 19-422, adopted October 2, 2019) and its Resolution of Intention to Incur Bonded Indebtedness (No. 19-423, adopted October 2, 2019) for details of the proposals.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for facilities of benefit to land within the CFD, including paying principal and interest on bonds used to build facilities, and will expire when the bonds are retired and all eligible facilities are financed. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

The proposal also includes authority to issue up to \$218,000,000 in bonds to be repaid by the special tax. Neither the city of Roseville nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the Roseville City Council to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on Wednesday, November 6, 2019, at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the proposed community facilities district, the authorization to levy the special tax, and the authorization to issue the bonds will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than

a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If this Council, after the public hearing, determines that a majority protest under Section 53324 of the Government Code was not made at the hearing, the Council may conduct an election by mailed ballot to levy a special tax.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated as of _____, 2019

City Clerk, City of Roseville

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for the facilities and services described in **Exhibit A** attached hereto, including paying principal and interest on bonds, the proceeds of which are being used to finance facilities, paying the cost of administering the CFD (defined below) and the incidental expenses related thereto.

The special tax is authorized to be levied within City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law, or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is shown on **Exhibit B** attached hereto and hereby incorporated herein by this reference. The special tax authorized to be levied in the CFD is comprised of a component to be used to finance facilities and component to be used to finance services. Conditions under which the obligation to pay the component of the special tax to be used to facilities may be prepaid and permanently satisfied is set forth in **Exhibit B**. The special tax proceeds to be used for services is not levied simultaneously with the levy of the special tax to be used for facilities, and may not be prepaid; the special tax to be used for services commences at the time the special tax for facilities is no longer levied on any property within the CFD.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners and the assessor's parcel numbers of the real property included within this community facilities district and not exempt from the special tax are set forth on **Exhibit C** hereto.

Reference is made to the Boundary Map of the CFD recorded in the Placer County Recorder's Office on October 11, 2019 in Book 3 at Page 89, as Document No. 2019-0079578 of Maps of Assessment and Community Facilities Districts, which map is now the final boundary map of the CFD. The map includes a designated improvement area and a future annexation area.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2019

City Clerk of the City of Roseville

EXHIBIT A - Description of Authorized Facilities and Services
EXHIBIT B - Rate and Method of Apportionment
EXHIBIT C - Property Owners and Parcel Numbers

EXHIBIT A

List of Authorized Facilities And Services

Authorized Facilities

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Section 3.5.2, including but not limited to;

- Creekview Plaza Drive
- Westbrook Boulevard
- Westpark Boulevard
- Blue Oaks Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcel C-84.
- Recycled water lines in/associated with authorized facility roads.
- Recycled water distribution facilities as required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Off-site Sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the West Roseville Specific Plan and the Pleasant Grove Wastewater Treatment Plant.
- Off-site Sewer lines (DA Section 3.25)

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites planned on Specific Plan Parcels C-60, C-61, C-62, C-63
- Construction of Paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels C-50, C-51, C-52, C-53, C-54.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Off-Site electric facilities as described in DA Section 3.11.2.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure associated with development within the CFD, including the project's pro-rata contribution to the land acquisition, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Class 1 bike trail construction.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether City fees, County fees or standard K-12 school fees levied at the time of the issuance of a building permit or required as part of the DA or Mitigation Agreement for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City-Wide Park and Bike Trail Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Creekview Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to

acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

EXHIBIT B

City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of 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 map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.

- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" means a Parcel or Parcels annexed to the CFD after formation. Parcels annexed into the CFD after formation shall be placed into a new Improvement Area and will not be included in Improvement Area No. 1. The Maximum Annual Special Tax will be assigned to Parcels in the Future Annexation Area using the provisions of **Section 4**. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and shall be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these:

- a. Debt Service to be paid from Facilities Special Taxes.
- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.

- d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- f. Authorized Pay-As-You-Go Costs.
- g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in **Attachment 1**.

"Authorized Facilities" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded, as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2019, and ending June 30, 2020.

"Bond(s)" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means Creekview Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California, including all Improvement Areas therein.

"Chief Financial Officer" or **"CFO"** means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Deferral Bonding Period.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

“Development Agreement” means the Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennet West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville, LP, and Chuang relative to the Creekview Specific Plan dated November 28, 2012, and assigned to Anthem United Developments, LP on May 24, 2019, or as may be amended from time to time.

“Development Impact Fee Deferral” means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

“Development Plan” means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

“Expected Land Use(s)” means, for each Improvement Area, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

“Facilities Special Tax” means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2 and 3**, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Full Prepayment” means the fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“High Density Residential” means, per the Creekview Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross

developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area" means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

"Improvement Area No. 1" means the area designated as such on **Map 1**. The area included in Improvement Area No. 1 will be included in the initial boundaries of the CFD.

"Initial Bonding Period" means the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Initial Bonding Period.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4**.

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 2, 3, and 4.**

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.h.**

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2084-85, and, for parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the earlier of (a) after the Initial Bonding period for that Improvement Area, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area.

"Transition Year" means, for each Improvement Area separate from the other, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

Improvement Area No. 1

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

Future Annexation Area Parcels

For parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1, the Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to each Improvement Area on a stand-alone basis. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1 at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are

multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Facilities Special Tax per Unit or Acre shown in **Attachment 2** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. Annexation Parcels will be included in a new Improvement Area and not be annexed into Improvement Area No. 1. **Attachments 1 or 2** shall be amended, or a new attachment created, to include the new Improvement Area, the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, **Attachments 1, 2, and 3** should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.
 - 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax

for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.

- C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign

the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
- A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
- B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.

- C. Sum the results from **Section 4.d.4.A** and **Section 4.d.4.B.** and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
- D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.
- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 1, 2, or 3** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 1, 2, or 3**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.
- h. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code.

An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Separately, the provisions of Section 5 shall apply to each Improvement Area. For each Improvement Area, tasks required of the Administrator are set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in

connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5 and 6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

Separately for each Improvement Area, the Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.
- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. Following the Transition Even, the Maximum Annual Maintenance Special Tax will be assigned to each

Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4** and **5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

Separately for each Improvement Area, the Administrator shall follow the special tax levy procedures described below.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

- Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

- c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.
- d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:
- Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.
- Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.
- Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.
- Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.
- e. Levy on each Taxable Parcel the amount calculated above.
- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. For example, if a builder made a partial prepayment of 15 percent, a subsequent owner could make another partial prepayment of 10 percent or 35 percent bringing the total sum or partial prepayments to 25 percent or 50 percent respectively of the Full Prepayment. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

- Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.
- Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.
- Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.
- Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).
- Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.
- Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.
- Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

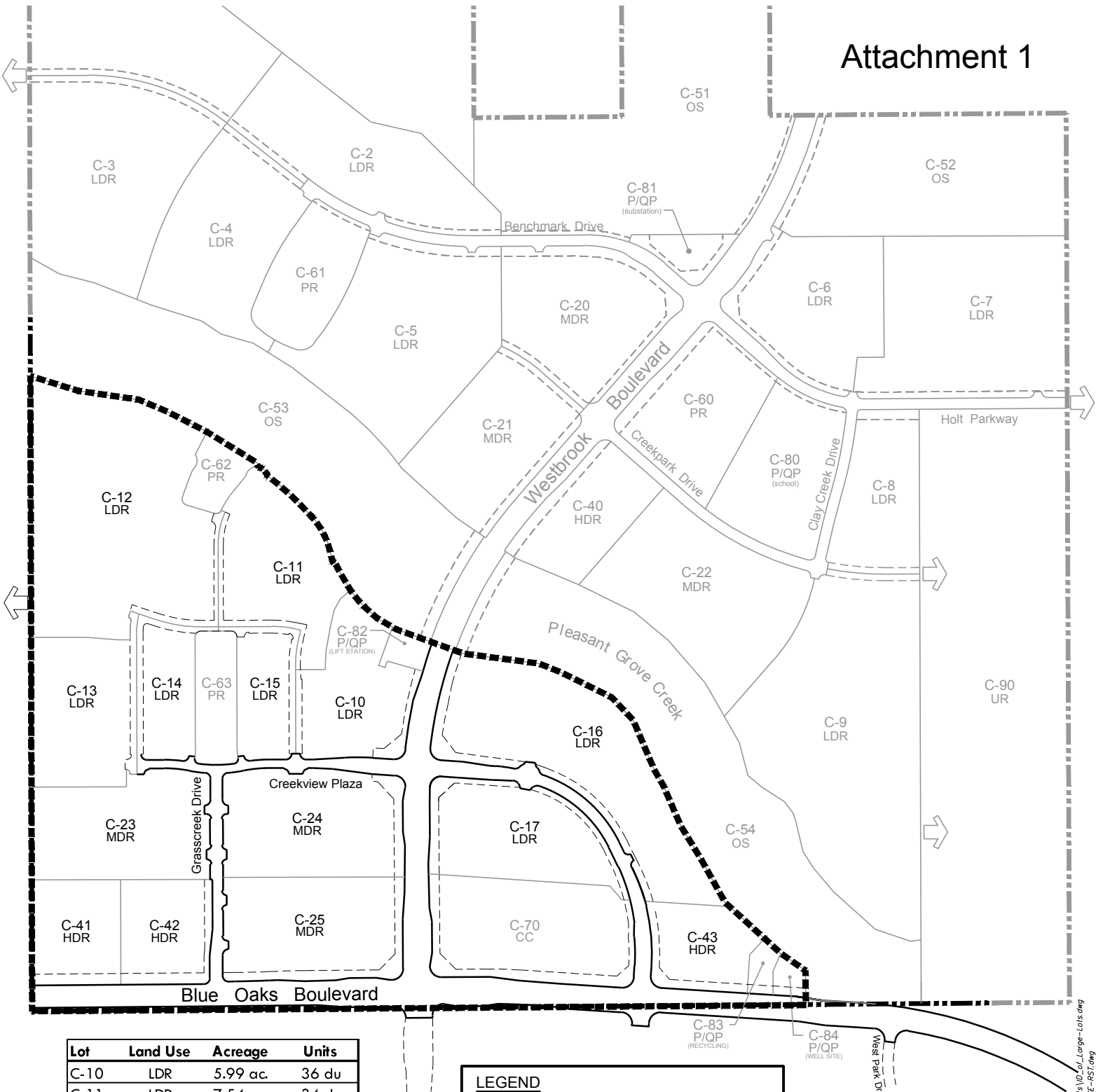
Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

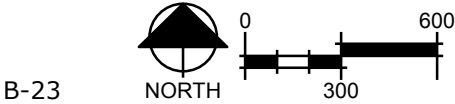


Lot	Land Use	Acreage	Units
C-10	LDR	5.99 ac.	36 du
C-11	LDR	7.54 ac.	34 du
C-12	LDR	18.72 ac.	95 du
C-13	LDR	7.20 ac.	50 du
C-14	LDR	3.72 ac.	20 du
C-15	LDR	3.59 ac.	20 du
C-16	LDR	12.93 ac.	71 du
C-17	LDR	6.92 ac.	36 du
C-23	MDR	8.13 ac.	61 du
C-24	MDR	8.12 ac.	59 du
C-25	MDR	7.25 ac.	62 du
C-41	HDR	4.27 ac.	127 du
C-42	HDR	4.33 ac.	136 du
C-43	HDR	3.88 ac.	116 du
Total		102.59 ac.	923 du

LEGEND

Proposed CFD Boundary

Creekview Community Facilities District #1
Identification of Large Lots



Attachment 2
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$2,420.00	\$0.00
Medium Density Residential (MDR)	\$1,910.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$650.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$650.00	\$0.00
Affordable Medium Density Residential	\$955.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$11,900.00	\$0.00

att2

- [1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
- [2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Creekview CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2019-20 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned	Assigned	Assigned
			Acres	Planned Units		Maximum Annual Facilities Special Tax per Unit	Maximum Annual Facilities Special Tax per Taxable	Maximum Facilities Special Tax per Village
Improvement Area No. 1						[2] [3]	[2] [3]	[2] [3]
C-10	017-101-050	LDR	5.99	36	6.01	\$2,420	\$0	\$87,120
C-11	017-101-050	LDR	7.54	34	4.51	\$2,420	\$0	\$82,280
C-12	017-101-050	LDR	18.72	95	5.07	\$2,420	\$0	\$229,900
C-13	017-101-050	LDR	7.20	50	6.94	\$2,420	\$0	\$121,000
C-14	017-101-050	LDR	3.72	20	5.38	\$2,420	\$0	\$48,400
C-15	017-101-050	LDR	3.59	20	5.57	\$2,420	\$0	\$48,400
C-16	017-101-050	LDR	12.93	71	5.49	\$2,420	\$0	\$171,820
C-17	017-101-050	LDR	6.92	36	5.20	\$2,420	\$0	\$87,120
C-23	017-101-050	MDR	8.13	61	7.50	\$1,910	\$0	\$116,510
C-24	017-101-050	MDR	8.12	59	7.27	\$1,910	\$0	\$112,690
C-25	017-101-050	MDR	7.25	52	8.55	\$1,910	\$0	\$99,320
	017-101-050	MDR - Affordable		10		\$955	\$0	\$9,550
	Total C-25		7.25	62				\$108,870
C-41		HDR	4.27	47	29.74	\$650	\$0	\$30,550
	017-101-050	HDR - Affordable		80		\$0	\$0	\$0
	Total C-41		4.27	127				\$30,550
C-42		HDR	4.33	55	31.41	\$650	\$0	\$35,750
	017-101-050	HDR - Very Low Affordable		81		\$0	\$0	\$0
	Total C-42			136				\$35,750
C-43		HDR	3.88	116	29.90	\$650	\$0	\$75,400
C-62	017-101-050	Park	1.54	n/a		\$0	\$0	\$0
C-63	017-101-050	Park	2.53	n/a		\$0	\$0	\$0
C-70	017-101-050	CC	9.22	n/a		\$0	\$0	\$0
C-82	017-101-050	PQP	0.65	n/a		\$0	\$0	\$0
C-83	017-101-050	PQP	0.59	n/a		\$0	\$0	\$0
C-84	017-101-050	PQP	0.51	n/a		\$0	\$0	\$0
LC-1	017-101-050		5.77			\$0	\$0	\$0
LC-2	017-101-050							
LC-3	017-101-050							
LC-4	017-101-050							
Totals			123.40	923				\$1,355,810

att3

[1] Indicates village identifier assigned by City in the Creekview Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2019-20 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before	After
	Transition Event [1]	Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$0.00	\$1,210.00
Medium Density Residential (MDR)	\$0.00	\$955.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$325.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$325.00
Affordable Medium Density Residential	\$0.00	\$477.50
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF ____ 2019.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

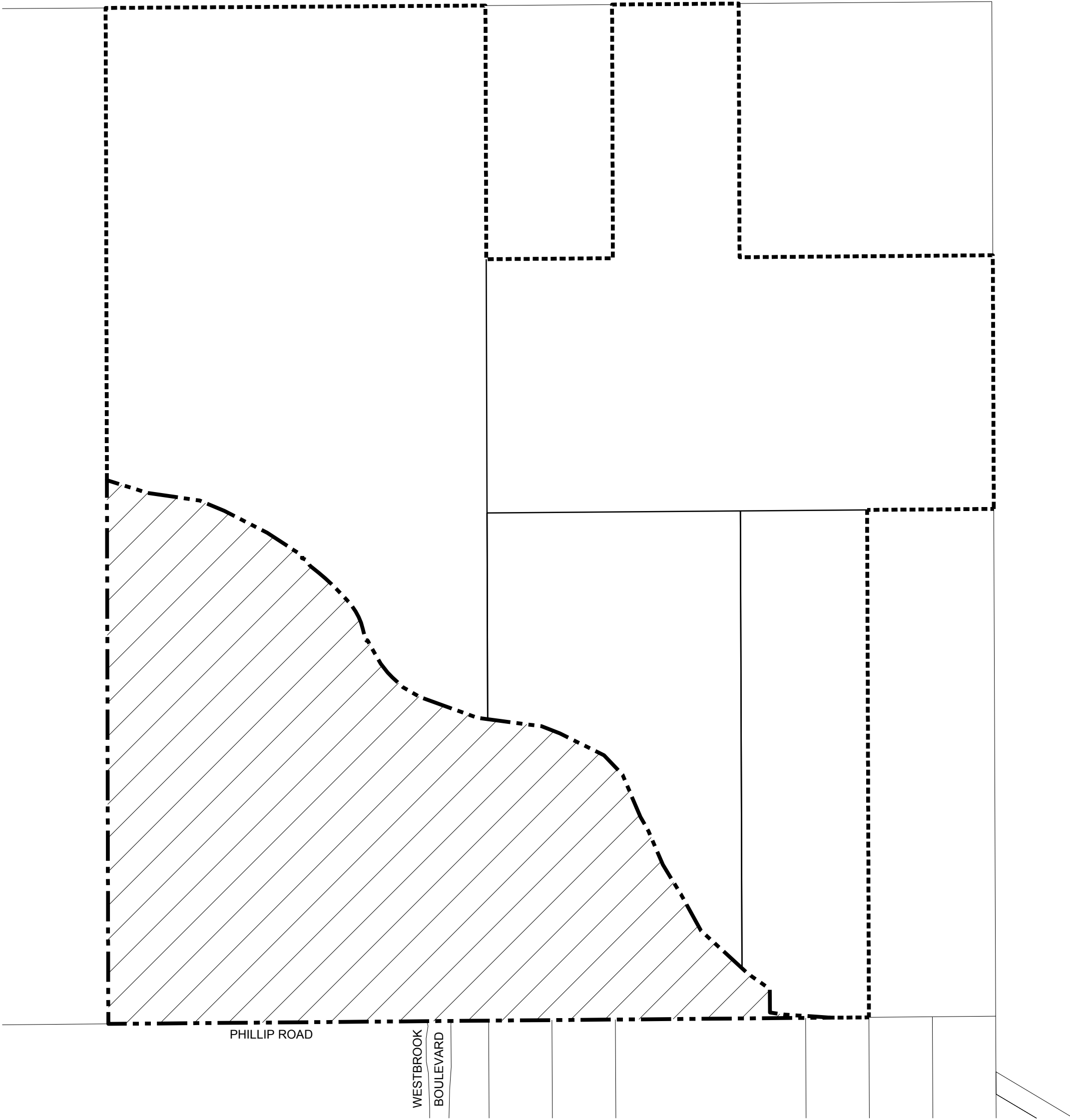
RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____, 2019, AT THE HOUR OF __ O'CLOCK __ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



0 250 500 1000
SCALE: 1"=500'

LEGEND

- PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1
- AREAS OF FUTURE ANNEXATION

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEPTEMBER 2019
SHEET 1 OF 1 18431.CFD

EXHIBIT C

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
PLACER COUNTY, CALIFORNIA**

Property Owner and Assessor Parcel Number

Assessor's <u>Parcel No.</u>	Name of <u>Property Owner</u>
017-101-050	Anthem United Creekview Developments LP



COUNCIL COMMUNICATION

CC #: 0364

File #: 0502

Title: Public Input Regarding Draft District Maps - Public Hearing 4
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 11/6/2019

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Recommend the City Council conduct Public Hearing 4 to receive community input regarding configuration of the draft map alternatives and;

1. Select and adopt a district map from the map(s) identified at the October 23, 2019 public hearing (note: the City Council may also provide additional changes to the selected map), or select a new district map for consideration, and in which case adoption of the map would occur at the November 20, 2019 City Council meeting;
2. Determine the sequencing of districts dependent on the selected map; and
3. Discuss a process for appointment of the Mayor and Vice-Mayor.

The district map, the sequencing of districts, and the process for appointment of the Mayor and Vice-Mayor will be included in the ordinance brought forward to the City Council at the November 20, 2019 public hearing. The draft ordinance is attached for review and discussion. Direction from the City Council on items 1-3 above will be incorporated in the ordinance for final adoption.

BACKGROUND

In order to conform with the California Voting Rights Act of 2001 (CVRA), the city will transition to by-district based elections in preparation for the 2020 General Election. Pursuant to Elections Code § 10010, the city has held two required public hearings over a period of no more than 30 days before any maps of the proposed voting districts were drawn. At the public hearings, the community was invited to provide input regarding the composition of the districts. Using community and City Council input, preliminary draft maps were drawn by the city's demographer and the public and were made available for review. The third and fourth public hearings held on October 23, 2019, and November 6, 2019, allow opportunity for the community to provide input regarding the content of the maps.

Since the City Council's unanimous adoption of the resolution of intention on September 4, 2019, the City has engaged in public outreach efforts to help inform the community regarding transitioning to by-district based elections and to encourage participation. As of the October 11, 2019 deadline to submit maps, a total of 28 maps were made available for public review. On

October 21, 2019, draft map 101 was withdrawn by the submitter. The following four focus maps were chosen by the City Council at the October 23, 2019 public hearing:

Map 106, Map 113, Map 117, Map 122. Maps are attached for review.

Additionally, three new maps may be potentially considered at Council's discretion. Maps 102B and 105B are revised maps by original submitters. Map 117B is revised by the demographer at the request of a resident to keep Westpark and Fiddymont Farm in one district, with as few neighborhood splits as possible. All three maps are attached for review.

The sequence of district elections must be considered dependent on the selected map. If approved, the transition to by-district elections will include three Councilmember seats on the November 2020 ballot, and two Councilmember seats on the November 2022 ballot.

At the conclusion of Public Hearing 4 - the City Council will select a map for inclusion in the first reading of an ordinance to adopt district boundaries, provide direction on the sequence of district elections dependent on the proposed map, and consider a procedure to appoint the Mayor and Vice-Mayor.

At the fifth and final public hearing scheduled for November 20, 2019, the City Council will vote to adopt an ordinance establishing district based elections, including the final adoption of a district map, the sequence of elections, and a procedure to select the Mayor and Vice-Mayor.

The public is encouraged to provide any final input on the proposed district boundary map at the November 20, 2019 public hearing, or via email to cityclerk@roseville.ca.us. Input may also be sent via mail to the following address: City Clerk, 311 Vernon Street, Roseville, CA 95678. Input may also be dropped off at City Hall.

FISCAL IMPACT

There is no fiscal impact associated with this specific public hearing. The overall fiscal impact for conversion to by-district elections is estimated to be between \$35,000.00 to \$50,000.00. Costs include the contract for a demographer to assist with drawing boundaries for the voting districts which was approved at the August 21, 2019 Council meeting with a cost not to exceed \$30,750.00. There are also costs for time spent by the City Clerk's Department, the City Manager's Office, and the City Attorney's Office. Funds are available in the City Manager's Contingency budget to pay for these costs.

Should the City Council not implement the transition from an at-large election system to a by-district election system, the fiscal and administrative impacts could result in economic exposure and potential litigation costs.

ENVIRONMENTAL REVIEW

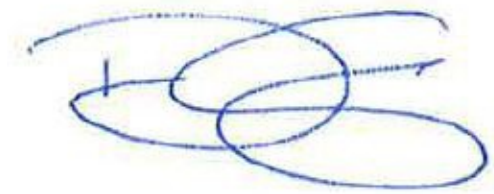
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §1506(c)(3) and §15378. Staff's request for public input and information on by-district elections meets the

above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sonia Orozco, City Clerk

Michelle Sheidenberger, Assistant City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Map 106

Map 113

Map 117

Map 122

Map 102B

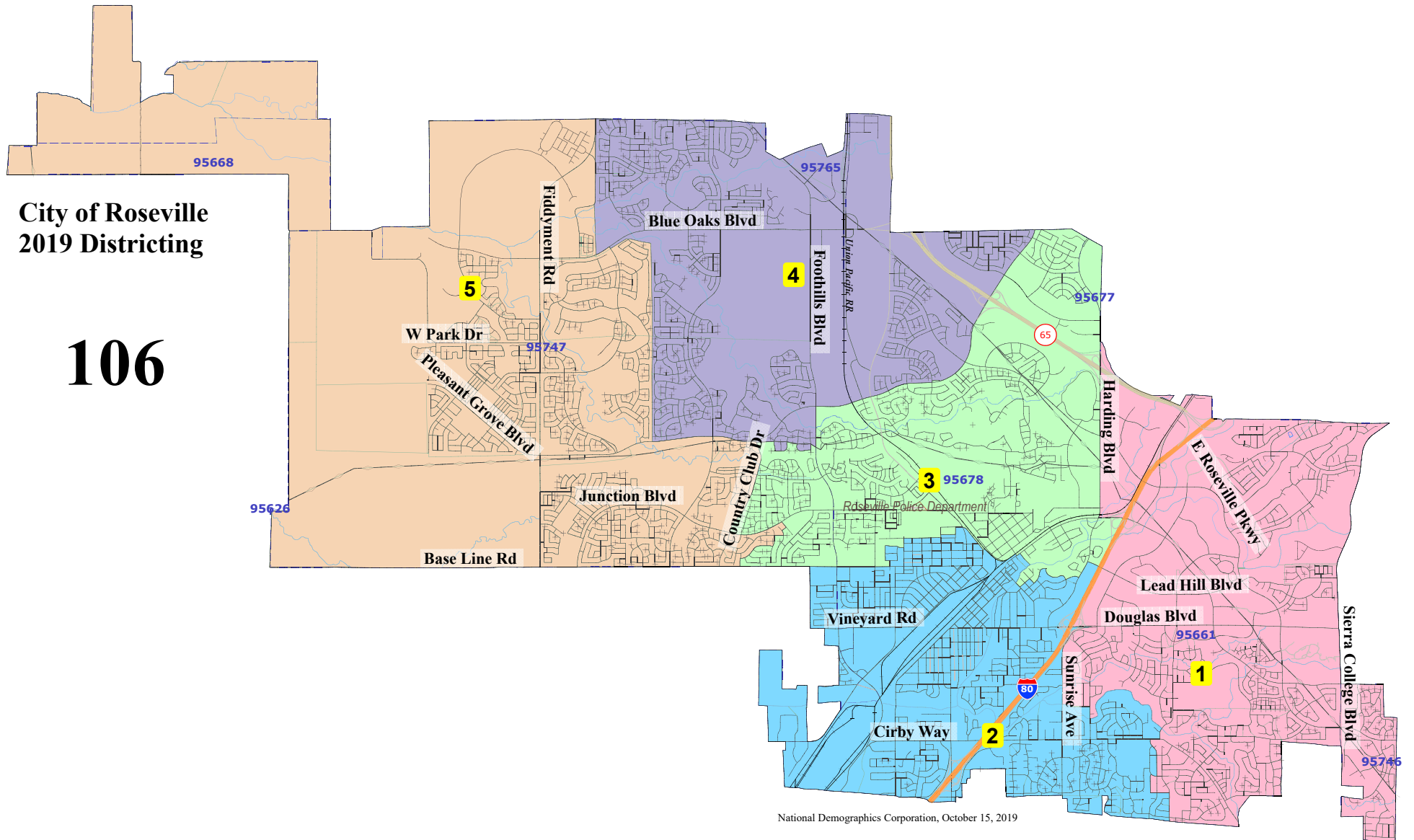
Map 105B

Map 117B

Draft District Elections Ordinance

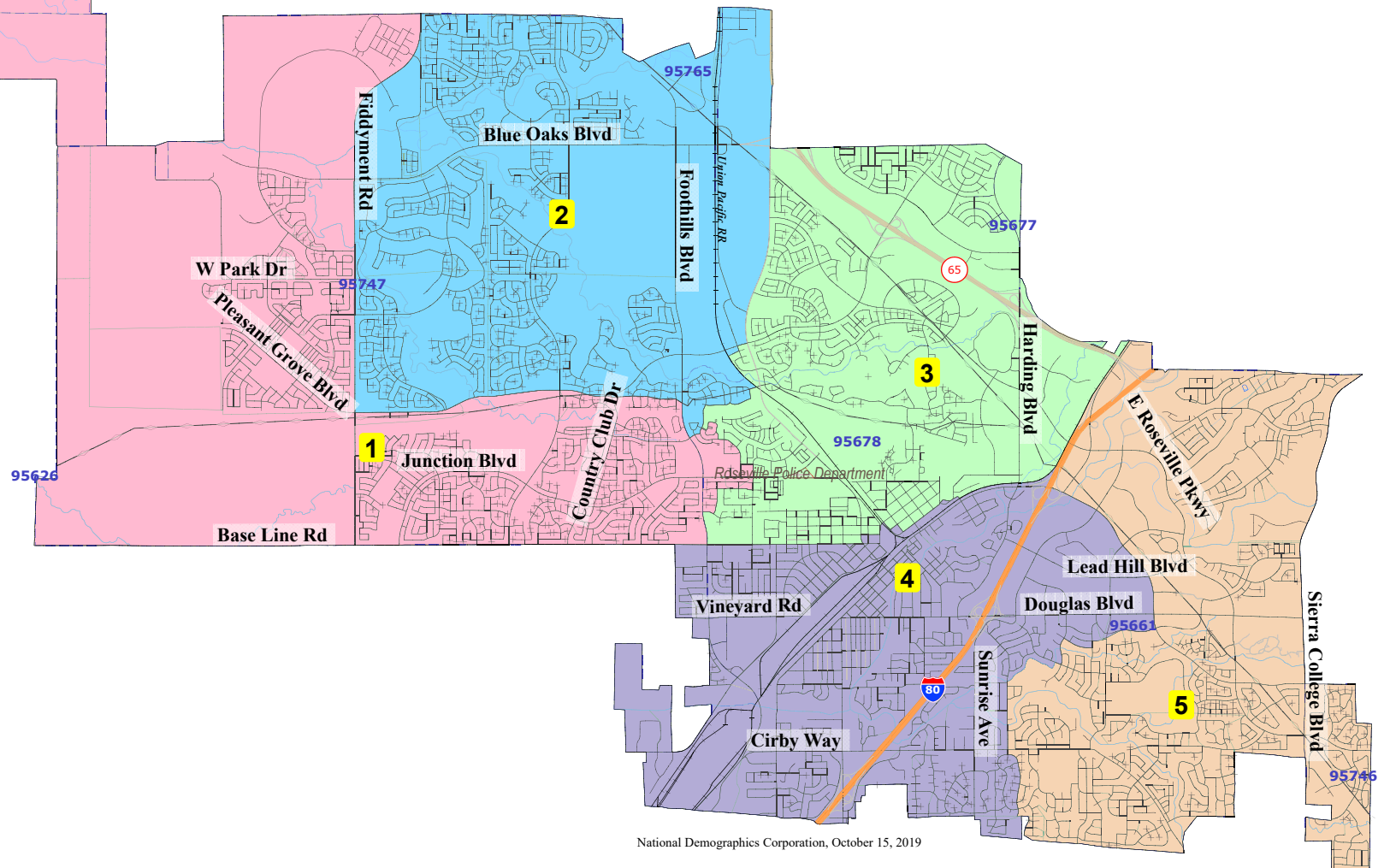
City of Roseville
2019 Districting

106



City of Roseville
2019 Districting

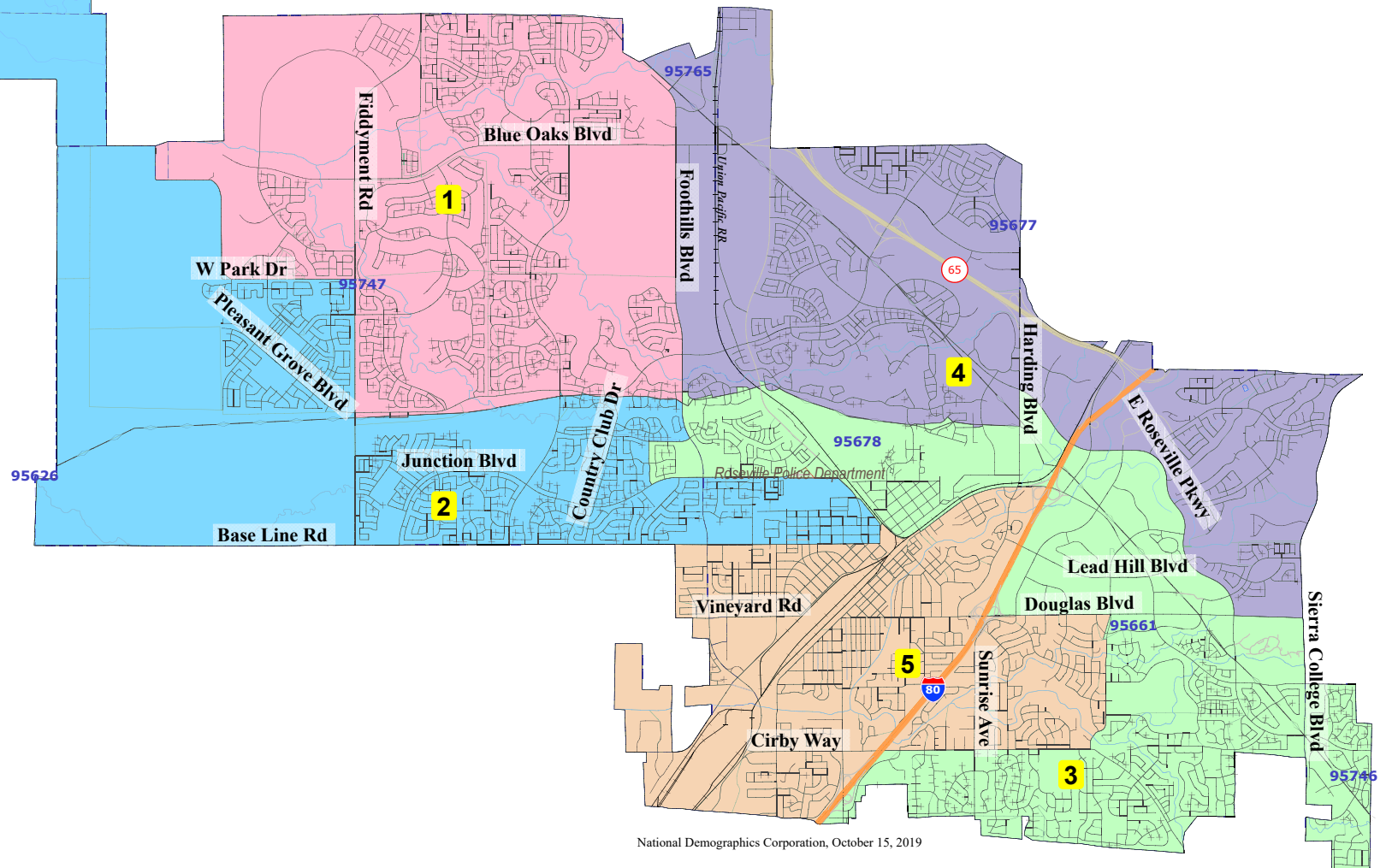
113



National Demographics Corporation, October 15, 2019

City of Roseville
2019 Districting

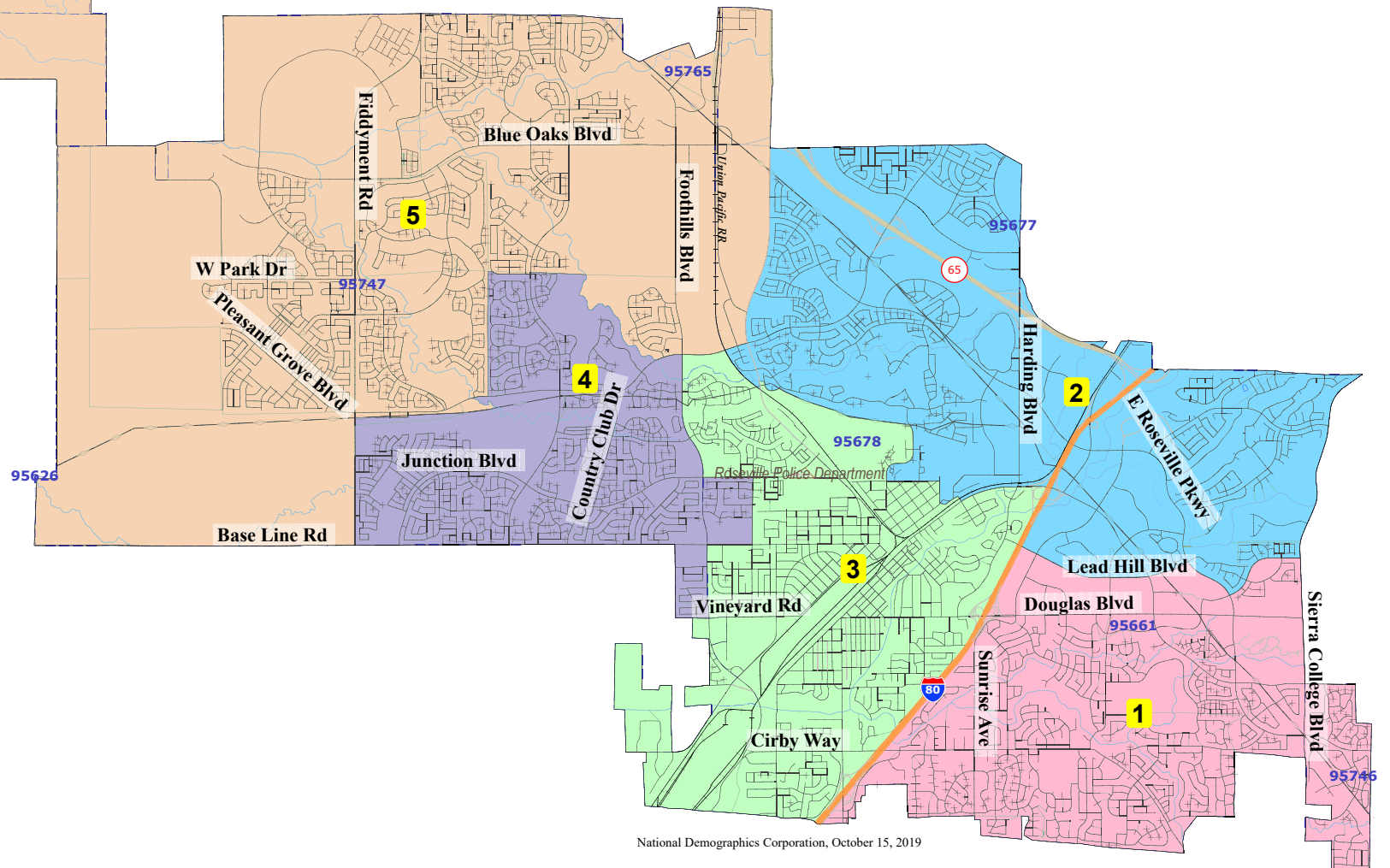
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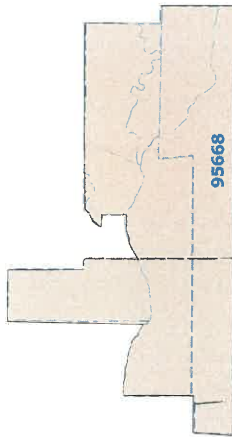
National Demographics Corporation, October 15, 2019

City of Roseville
2019 Districting

122



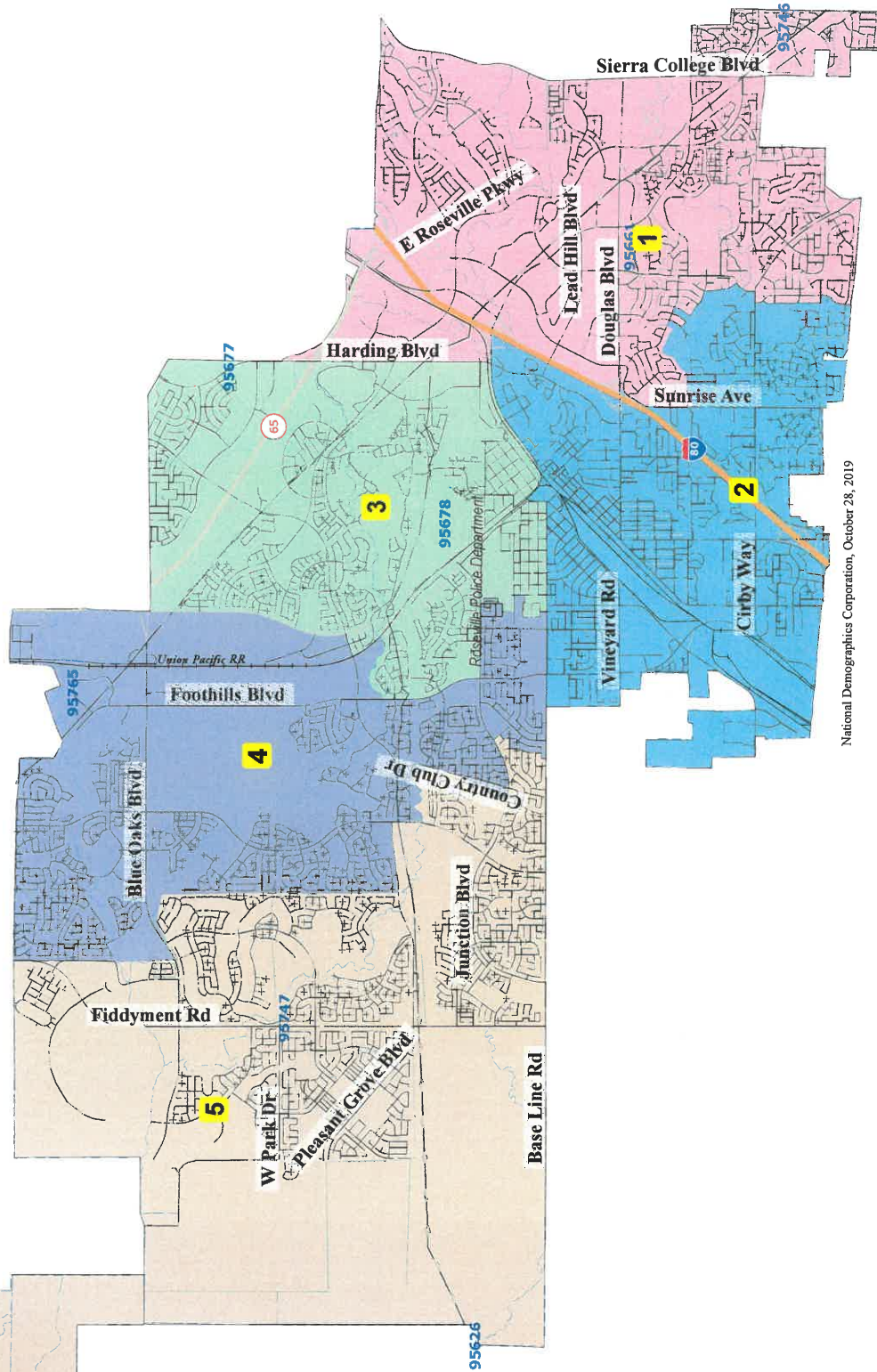
National Demographics Corporation, October 15, 2019



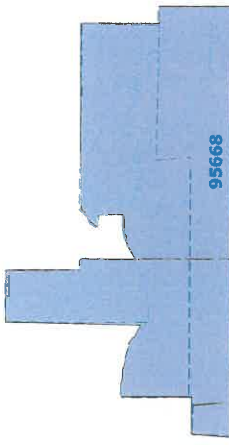
95668

City of Roseville 2019 Districting

102B

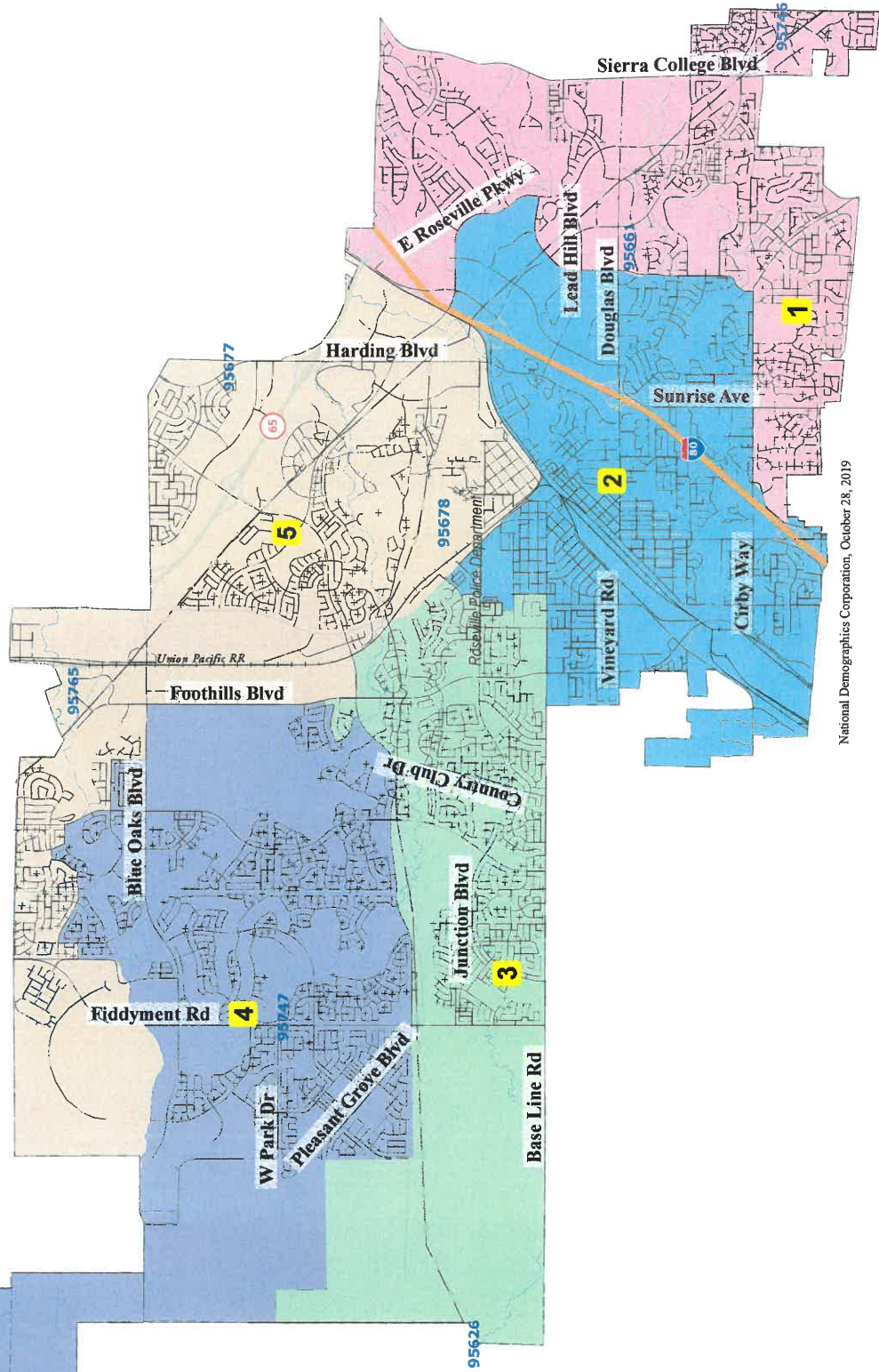


National Demographics Corporation, October 28, 2019

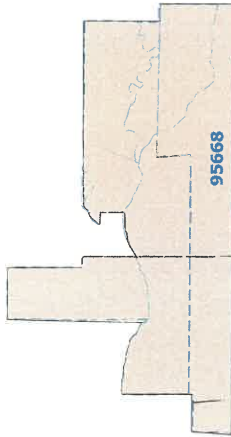


**City of Roseville
2019 Districting**

105B



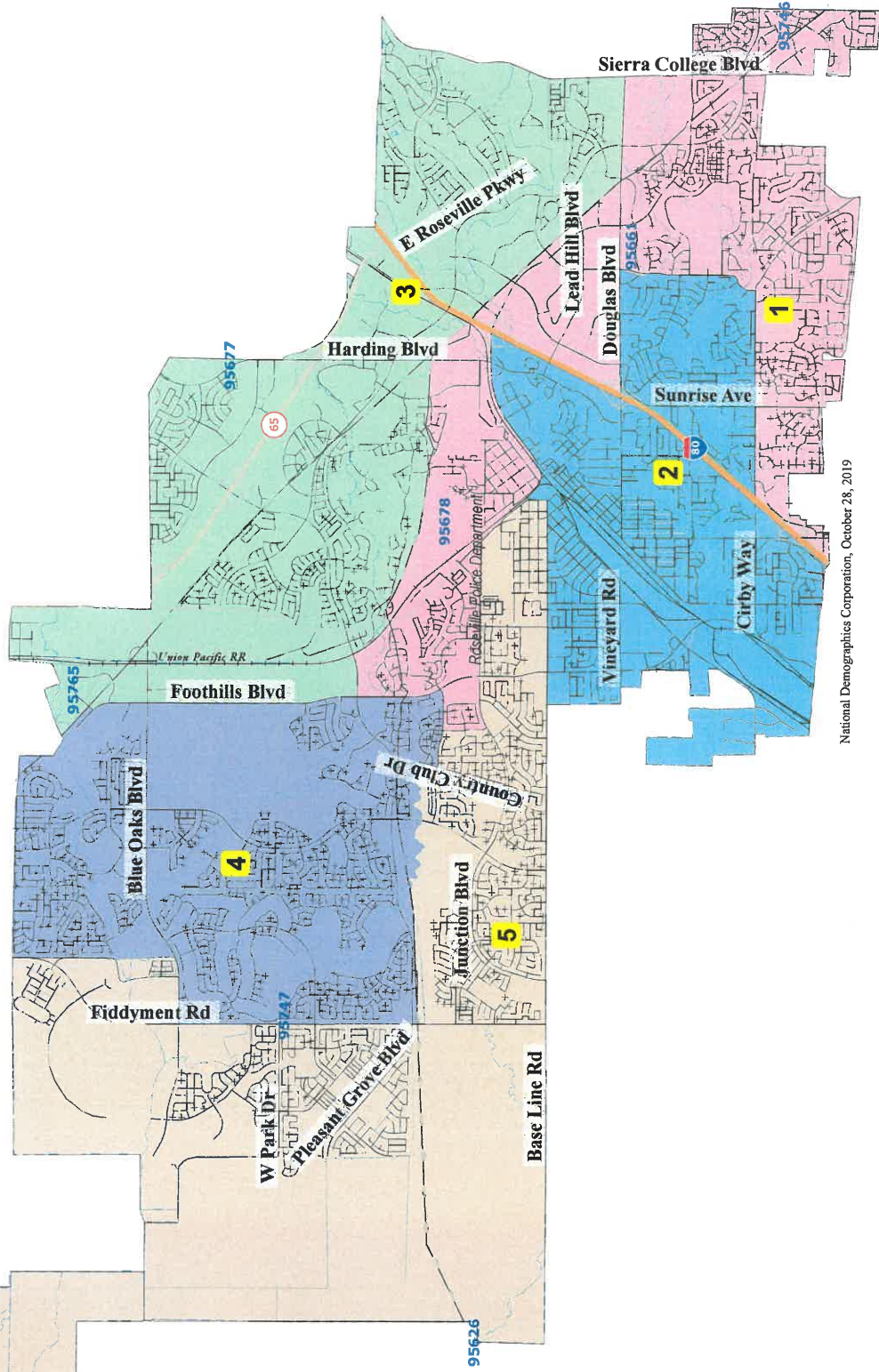
National Demographics Corporation, October 28, 2019



95668

City of Roseville 2019 Districting

117B



National Demographics Corporation, October 28, 2019

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING
CHAPTER 2.06 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING DISTRICT BASED MUNICIPAL ELECTIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 2.06 of Title 2 of the Roseville Municipal Code is hereby added to
read as follows:

Chapter 2.06
MUNICIPAL ELECTIONS

2.06.010 Purpose.

The purpose of this chapter is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of the members of the city council of the City of Roseville by-district in five (5) single-member districts. It is also declared that the purpose of the change in the method of electing members of the city council made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code.

2.06.020 By-District elections.

A. City Councilmember Districts and District Elections. Pursuant to California Government Code Section 34886, all members of the city council of the City of Roseville shall

be elected “by-district” as that term is defined in Government Code Section 34871, meaning that each of the five (5) councilmembers shall be elected one (1) from each district, by the voters of that district alone. All five (5) councilmembers shall be elected in the electoral districts established by this chapter and as subsequently reapportioned pursuant to state law.

B. District Map. All five (5) councilmembers shall be elected on a by-district basis from the council districts shown and numbered on the city council approved district map titled “City of Roseville District Map”, a copy of which shall be kept on file in the city clerk’s office.

C. Amendment of District Boundaries. Pursuant to California Elections Code Section 21620 et seq., as it may be amended from time to time, the approval authority shall update the City of Roseville District Map and adjust the boundaries of any or all of the districts following each federal decennial census to ensure that the districts are in compliance with all applicable provisions of law. The approval authority shall be the city council unless the city charter specifies otherwise.

D. District Sequencing and Timing. In November, 2020, and every four (4) years thereafter, the following three (3) city council seats shall be elected by-district: District ____; District ____; and District _____. In November, 2022, and every four (4) years thereafter, the following two (2) city council seats shall be elected by-district: District ____ and District _____. The city council may, by future enactment, change the dates of these elections as required and/or authorized by applicable law. [Reminder: Fill in blanks once the map is selected]

E. Residency. Any councilmember elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued. Termination of residency in a district by a councilmember

shall create a vacancy for that city council district unless a substitute residence within the district is immediately declared and established within thirty (30) calendar days after the termination of residency. Vacancies shall be filled in accordance with City Charter Section 3.09.

F. Incumbent City Councilmembers at Time of Adoption. Notwithstanding any other provision of this Section 2.06.020, all councilmembers in office at the time this Chapter 2.06 takes effect shall continue in office until the expiration of the at-large term to which they were elected. Additionally, the vice-mayor shall become mayor following the November 2020 general election and serve a two (2) year term as mayor. In the event a vacancy occurs before the expiration of the term of a councilmember in office at the time this Chapter 2.06 takes effect, a person who is appointed or elected by special election to fill such vacancy may reside anywhere within the corporate boundaries of the city and shall serve only through the remainder of the vacated term.

G. Mayor and Vice Mayor. Commencing following the year 2020 general election, the vice-mayor shall be selected by the City Council following each general election. Commencing following the year 2022 general election, the mayor shall be selected by the city council following each general election. Selection shall be made as soon as practicable following each general election. Selection shall be made generally on a rotating basis among the districts. With respect to the selection of a mayor, a district may be temporarily passed over based on the following factors, including but not limited to, whether the councilmember: is new to the city council, has not previously served as vice-mayor, has recently served as mayor, is unavailable for ceremonial duties, or is disinterested in serving in the role of mayor.

The mayor and vice-mayor shall each serve a two (2) year term unless stated otherwise in the city charter. In the event of a vacancy of the mayor or vice-mayor, the remaining council members shall appoint from themselves a replacement for the remaining term.

H. General Principles of Governance. The city council understands the value of at-large governance regardless of the method from which city councilmembers are elected. Governing at-large allows for the continuation of accessible customer service, the most effective use of taxpayer resources, and consistency in city services. Therefore, the city council will govern on an at-large basis, considering the needs and interests of the entire community. The city council shall remain united in its service to the community, and understands that customer service is a priority. Any member of the city council may respond to and assist anyone in the community who calls or contacts them. Professional management in a city manager form of government will continue, with all of the best management practices that the city council expects, and supporting resources will be allocated based on expenses and expertise. Current practices regarding invitations to members of the city council to events and activities, and the process with respect to appointments to committees and various bodies will remain in effect, unless and until changed by the city council.

2.06.030 Rules and regulations.

The city elections official may issue rules, regulations, notices, memoranda, or conditions from time to time as the city elections official deems appropriate or necessary, consistent with the provisions of this chapter, the Roseville Municipal Code, the City Charter, and state law.

2.06.040 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

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